



**DESERT HEALTHCARE**  
DISTRICT & FOUNDATION

*To achieve optimal health at all stages of life for all District residents*

**DESERT HEALTHCARE DISTRICT**  
**Finance, Legal, Administration, & Real Estate Committee**  
**December 11, 2024**

The Finance, Legal, Administration, & Real Estate Committee of the Desert Healthcare District will be held at 5:00 PM, Wednesday, December 11, 2024, via Zoom using the following link:

<https://us02web.zoom.us/j/83743788340?pwd=VXljcEdUMWtLa3NvdHd3SGRXa0Mzd09>

**Password: 108761**

Members of the public can also participate by telephone, using the following dial in information:

Dial in #:(669) 900-6833 or (888) 788-0099

**Webinar ID: 837 4378 8340**

**Password: 108761**

**I. CALL TO ORDER**

**II. APPROVAL OF AGENDA**

**III. PUBLIC COMMENT**

At this time, comments from the audience may be made on items not listed on the agenda that are of public interest and within the subject-matter jurisdiction of the District. The Committee has a policy of limiting speakers to not more than three minutes. The Committee cannot take action on items not listed on the agenda. Public input may be offered on an agenda item when it comes up for discussion and/or action.

**IV. APPROVAL OF MINUTES**

- 1. F&A Meeting Minutes – November 13, 2024 – Pgs. 3-7

**ACTION**

**V. CHIEF EXECUTIVE OFFICER’S REPORT**

- 1. 2025 Committee Appointments
- 2. CEO Discretionary Fund Increase of \$50,000 (totaling \$100,000) through the end of the fiscal year ending June 30, 2025 – Pgs. 8-12

Information

**ACTION**

**VI. CHIEF ADMINISTRATION OFFICER’S REPORT**

- 1. LPMP Leasing Update – Pgs. 13-14

Information

**VIII. FINANCIAL REPORTS**

- 1. District and LPMP Financial Statements – Pgs. 15-25
- 2. Accounts Receivable Aging Summary – Pg. 26
- 3. District - Deposits – Pg. 27
- 4. District - Property tax receipts – Pg. 28
- 5. LPMP – Deposits – Pgs. 29-30
- 6. District – Check Register – Pgs. 31-32
- 7. Credit Card – Detail of Expenditures – Pgs. 33-35
- 8. LPMP – Check Register – Pgs. 36-37
- 9. CEO Discretionary Fund – Pg. 38
- 10. Retirement Protection Plan Update – Pg. 39
- 11. Grant Payment Schedule – Pg. 40

**ACTION**

**IX. OTHER MATTERS**

- 1. Las Palmas Medical Plaza 5-Year Lease – Desert Physicians Medical Group Health (DPMG Health) – Suite 1W-104 – Pgs. 41-69

**ACTIONS**



**DESERT HEALTHCARE**  
**DISTRICT & FOUNDATION**

*To achieve optimal health at all stages of life for all District residents*

**DESERT HEALTHCARE DISTRICT**  
**Finance, Legal, Administration, & Real Estate Committee**  
**December 11, 2024**

2. Las Palmas Medical Plaza 5-Year Lease – Desert Physicians Medical Group Health (DPMG Health) – Suite 3W-101 – Pgs. 70-98

**X. ADJOURNMENT**

The undersigned certifies that a copy of this agenda was posted in the front entrance to the Desert Healthcare District offices located at 1140 North Indian Canyon Drive, Palm Springs, Ca and the front entrance of the Desert Healthcare District office located at the Regional Access Project Foundation, 41550 Eclectic Street, Suite G 100, Palm Desert, California at least 72 hours prior to the meeting.

If you have any disability which would require accommodation to enable you to participate in this meeting or translation services, please email Andrea S. Hayles, Special Assistant to the CEO and Board Relations Officer, at [ahayles@dhcd.org](mailto:ahayles@dhcd.org) or call (760) 567-0298 at least 72 hours prior to the meeting.

*Andrea S. Hayles*

---

Andrea S. Hayles, Board Relations Officer



**DESERT HEALTHCARE DISTRICT**  
**FINANCE, ADMINISTRATION, REAL ESTATE, AND LEGAL COMMITTEE**  
**MEETING MINUTES**  
**November 13, 2024**

Directors Present via Video Conferencing	District Staff Present via Video Conferencing	Absent
Vice-President Carmina Zavala, PsyD Chair/Treasurer Arthur Shorr Director Leticia De Lara, MPA	Chris Christensen, CPA, Chief Executive Officer Eric Taylor, CPA, Chief Administration Officer Donna Craig, Chief Program Officer Alejandro Espinoza, MPH, Chief of Community Engagement Jorge Rodriguez, Accounting Manager Andrea S. Hayles, MBA, Board Relations Officer	

AGENDA ITEMS	DISCUSSION	ACTION
<b>I. Call to Order</b>	Chair Shorr called the meeting to order at 5:04 p.m.	
<b>II. Approval of Agenda</b>	Chair Shorr asked for a motion to approve the agenda.	<b>Moved and seconded by Vice-President Zavala and Director De Lara to approve the agenda. Motion passed unanimously.</b>
<b>III. Public Comment</b>	There was no public comment.	
<b>IV. Approval of Minutes</b> 1. <b>F&amp;A Minutes – Meeting October 09, 2024</b>	Chair Shorr asked for a motion to approve the October 09, 2024, meeting minutes.	<b>Moved and seconded by Director Shorr and Director De Lara and to approve the October 09, 2024, meeting minutes. Motion passed unanimously.</b>
<b>V. Investment Portfolio Presentation</b>  1. <b>District Portfolio Investments Review - Keith Stribling, CFA, Senior Portfolio Manager, PFM Asset Management LLC – Q1, Q2, &amp; Q3 2024</b>	Keith Stribling, CFA, Senior Portfolio Manager, PFM Asset Management LLC, provided an overview of the Q1, Q2, & Q3 2024 reports. Mr. Stribling highlighted the performance of the government bond portfolio, the selected period performance of the retirement protection plans, and the investment outlook for Q4.  The committee inquired about the \$68M facility fund and the potential for converting stocks within the reserve fund. Mr.	

**DESERT HEALTHCARE DISTRICT  
FINANCE, ADMINISTRATION, REAL ESTATE, AND LEGAL COMMITTEE  
MEETING MINUTES  
November 13, 2024**

	<p>Stribling explained that while U.S. Treasury bonds can fluctuate with interest rates, they could be sold at any time.</p>	
<p><b>VI. Chief Executive Officer's Report</b></p> <p><b>1. Temporary Employee – Belen Navarro</b></p> <p><b>2. Annual Holiday Staff Luncheon – December 12<sup>th</sup></b></p> <p><b>3. Mitrastech - Trakstar Performance Management Platform – 3-year agreement</b></p>	<p>Chris Christensen, CEO, described Belen Navarro, a promotora and 6-month temporary employee assisting with vaccination events from the grant award earning \$25/hr. Mr. Christensen also noted that Ms. Navarro is not eligible for benefits due to her status as a temporary employee, as inquired by the committee.</p> <p>Mr. Christensen described the annual holiday staff lunch as a team building gathering to stimulate the development of individual strengths and other team-building principles.</p> <p>Mr. Christensen described Trakstar platform's 3-year renewal previously obtained by the prior CEO while outlining the benefits and transparency of the competencies and goals.</p>	
<p><b>VII. Chief Administration Officer's Report</b></p> <p><b>1. LPMP Leasing Update</b></p>	<p>Eric Taylor, CAO, described the 94.6% occupation rate and the two rent ready suites for lease with Rob Wenthold, CBC. Mr. Taylor also outlined the draft lease agreements for approval</p>	

**DESERT HEALTHCARE DISTRICT  
FINANCE, ADMINISTRATION, REAL ESTATE, AND LEGAL COMMITTEE  
MEETING MINUTES  
November 13, 2024**

	at the December committee meeting.	
<p><b>VIII. Financial Reports</b></p> <ol style="list-style-type: none"> <li>1. District and LPMP Financial Statements</li> <li>2. Accounts Receivable Aging Summary</li> <li>3. District - Deposits</li> <li>4. District - Property tax receipts</li> <li>5. LPMP – Deposits</li> <li>6. District – Check Register</li> <li>7. Credit Card – Detail of Expenditures</li> <li>8. LPMP – Check Register</li> <li>9. CEO Discretionary Fund</li> <li>10. Retirement Protection Plan Update</li> <li>11. Grant Payment Schedule</li> </ol>	<p>Chair Shorr reviewed the financials with the committee. Mr. Taylor addressed questions from the committee regarding the check register for multiple payments made to INPRO Construction, Inc., for several invoices submitted during the same period.</p>	<p><b>Moved and seconded by Director De Lara and Director Shorr to approve the October 2024 financial reports and forward to the Board for approval. Motion passed unanimously.</b></p>
<p><b>IX. Other Matters</b></p> <ol style="list-style-type: none"> <li>1. Annual Holiday Office Closure – December 26-31, 2024</li> <li>2. Annual Employee Holiday Gift Card Purchase – NTE \$2,500</li> </ol>	<p>Chris Christensen, CEO, described the annual request to close the office for the holidays between December 26 – December 31.</p> <p>Mr. Christensen described the committee's request for approval of annual Trader Joe's gift cards for employees NTE \$2,500.</p> <p>After a lengthy discussion, some committee members expressed their disagreement with using public funds for holiday gift cards for employees. Chair Shorr</p>	<p><b>Moved and seconded by Director De Lara and Director Shorr to approve the Annual Holiday Office Closure – December 26-31, 2024 and forward to the Board for approval. Motion passed unanimously.</b></p> <p><b>Moved and seconded by Director De Lara and Vice-President Zavala to decline approval of the Annual Employee Holiday Gift Card Purchase – NTE \$2,500 and forward to the Board for consideration. Motion passed 2-1 (Chair Shorr)</b></p>

**DESERT HEALTHCARE DISTRICT  
FINANCE, ADMINISTRATION, REAL ESTATE, AND LEGAL COMMITTEE  
MEETING MINUTES  
November 13, 2024**

<p><b>3. Annual Holiday Board &amp; Staff Dinner – NTE \$5,000</b></p>	<p>suggested postponing the request until next year to support staff morale.</p> <p>Mr. Christensen described and recommended to the committee the annual holiday board and staff dinner.</p>	<p><b>Moved and seconded by Director De Lara and Director Shorr to approve the Annual Holiday Board &amp; Staff Dinner – NTE \$5,000 and forward to the Board for approval. Motion passed unanimously.</b></p>
<p><b>4. \$10,000 Sponsorship of the 2025 Palm Springs Health Run and Wellness Festival</b></p>	<p>Eric Taylor, CAO, described the \$10k sponsorship for the 2025 Palm Springs Health Run and Wellness Festival, which the District sponsored last year for its 75th anniversary.</p>	<p><b>Moved and seconded by Director De Lara and Director Shorr to approve the \$10,000 Sponsorship of the 2025 Palm Springs Health Run and Wellness Festival and forward to the Board for approval. Motion passed unanimously.</b></p>
<p><b>5. Cohen, Musch, &amp; Thomas Medical Group – Las Palmas Medical Plaza – Suite 3E-101 – Addendum #2 – Expiration May 31, 2025</b></p>	<p>Mr. Taylor described the Cohen, Musch, &amp; Thomas Medical Group, a longstanding tenant’s request for a six-month short-term extension while seeking to add another physician to their practice.</p>	<p><b>Moved and seconded by Director De Lara and Director Shorr to approve Cohen, Musch, &amp; Thomas Medical Group – Las Palmas Medical Plaza – Suite 3E-101 – Addendum #2 – Expiration May 31, 2025, and forward to the Board for approval. Motion passed unanimously.</b></p>
<p><b>6. Desert Oasis Healthcare – Las Palmas Medical Plaza – Suite 2W-107 – Addendum #2</b></p>	<p>Mr. Taylor described the Desert Oasis second addendum to the 3-year lease agreement for a 2.5% annual increase.</p>	<p><b>Moved and seconded by Director De Lara and Director Shorr to approve Desert Oasis Healthcare – Las Palmas Medical Plaza – Suite 2W-107 – Addendum #2 and forward to the Board for approval. Motion passed unanimously.</b></p>
<p><b>7. Dr. Wolfson – Las Palmas Medical Plaza – Suite 2W-101 – Lease transfer to Inland Urology PC LLC</b></p>	<p>Mr. Taylor discussed the lease expiration set for July 31, 2025, including the assignment and assumption agreement between Dr.</p>	<p><b>Moved and seconded by Director De Lara and Director Shorr to approve Dr. Wolfson – Las Palmas Medical Plaza – Suite 2W-101 – Lease transfer to Inland Urology PC</b></p>

**DESERT HEALTHCARE DISTRICT  
FINANCE, ADMINISTRATION, REAL ESTATE, AND LEGAL COMMITTEE  
MEETING MINUTES  
November 13, 2024**

<p><b>8. Policy BOD-21 – Meeting &amp; Insurance Compensation – FY 24-25 – \$3,250 increase from \$13,000 to \$16,250</b></p>	<p>Wolfson and Inland Urology, PC. The agreement transfers the existing lease effective January 1, 2025. There is no fiscal impact since the sale of the organization will transfer to the current lease.</p> <p>Mr. Taylor described the revisions to Policy BOD-21 with an insurance premium increase from \$13k to \$16,250k.</p> <p>The committee proposed modifying the policy next year to remove the specific dollar amount and illustrate the equivalent costs to District employees. However, Mr. Taylor clarified that the health plan for District employees is identical.</p>	<p><b>LLC and forward to the Board for approval. Motion passed unanimously.</b></p> <p><b>Moved and seconded by Director De Lara and Director Shorr to approve Policy BOD-21 – Meeting &amp; Insurance Compensation – FY 24-25 – \$3,250 increase from \$13,000 to \$16,250 and forward to the Board for approval. Motion passed unanimously.</b></p>
<p><b>IX. Adjournment</b></p>	<p>Chair Shorr adjourned the meeting at 6:17 p.m.</p>	<p><b>Audio recording available on the website at <a href="http://dhcd.org/Agendas-and-Documents">http://dhcd.org/Agendas-and-Documents</a></b></p>

ATTEST: \_\_\_\_\_  
 Arthur Shorr, Chair/Treasurer, Board of Directors  
 Finance & Administration Committee Chair  
 Desert Healthcare District Board of Directors

*Minutes respectfully submitted by Andrea S. Hayles, MBA, Board Relations Officer*



**DESERT HEALTHCARE**  
**DISTRICT & FOUNDATION**

Date: December 11, 2024  
To: Finance and Administration Committee  
Subject: Increase of the CEO Discretionary Fund to \$100,000

---

**Staff Recommendation:**

Consideration of increasing the CEO Discretionary Fund by \$50,000 through June 30, 2025, to \$100,000.

**Background:**

- In 2024, the Board approved the CEO's Discretionary Fund annual budget of \$50,000.
- Increasing the District's visibility with additional community engagements will continue to strengthen and highlight the District's partnerships and collaborations.
- During recent meetings, the Board has encouraged increasing the quantity of sponsorships provided and indicated that a budget increase could be requested if the current budget does not provide enough funding to accommodate the sponsorship requests.
- At the November 26, 2024, Board of Directors meeting, the Directors approved several sponsorships which now brings the YTD expenses right below the \$50,000 annual budget.
- A revision to Policy #OP-16 is also included to have the limit referenced be tied to the Board approved budget rather than a specific dollar amount. This change would remove the need to revise the policy in the event that the Board approves a budget adjustment for the CEO Discretionary Fund.
- Staff recommends approval of increasing the CEO Discretionary Fund to \$100,000 and revising the language in Policy #OP-16.

**Fiscal Impact:**

The current annual budget of the CEO Discretionary Fund is \$50,000. The proposed increase of \$50,000 would decrease the budgeted net income to \$971,994.





**POLICY TITLE:** CEO DISCRETIONARY FUND

**POLICY NUMBER:** OP-16

**COMMITTEE APPROVAL:** 12-11-2024

**BOARD APPROVAL:** 12-17-2024

---

**POLICY #OP-16:** Discretionary funds awarded to the Chief Executive Officer (“CEO”) are intended to supplement existing and available funds and can be used to fund any qualified non-salaried District expenditure, except as noted in #3 below. Such expenditures, while not integral to District grant-making activities, support the overall activities of the CEO and the Desert Healthcare District community at large.

Discretionary Funds operate under the following guidelines:

1. The CEO Discretionary Fund is structured as a restricted account in the fiscal year awarded. The fiscal year limit is established in the Board of Directors (“Board”) approved annual budget.
2. The CEO Discretionary Fund cannot operate with a deficit balance without Board approval.
3. Expenses greater than \$2,500.00 shall require notification to and approval by the Board President prior to incurring the expense.
4. Legitimate Business Purpose – The CEO must ensure expenses charged to Discretionary Fund are for legitimate business purposes as defined under IRS regulations and District policies. Examples of eligible expenditures are:
  1. Travel to meetings of professional associations or for research activities (subject to approval per Policy #OP-14)
  2. Temporary positions (consultants)
  3. Subscriptions to professional periodicals, memberships in professional organizations, reference books
  4. Sponsorship of events, conferences, and donations to local organizations
  5. Business-related meals and beverages, or hosted professional functions
5. Expenses Not Eligible – Personal expenses of any kind are not eligible for use of discretionary Fund. Examples of items not allowable include:
  1. Home office costs such as furniture and equipment, maintenance expenses, and supplies
  2. Political contributions under any circumstances
  3. Postage for personal correspondence



**DESERT HEALTHCARE**  
DISTRICT & FOUNDATION

4. Office phone sets, or ordinary line charges
5. Memberships in social clubs or airline travel clubs
6. Donations to organizations currently supported by District/Foundation grants are capped at \$5,000

Monthly, the cumulative CEO Discretionary report shall be included in the financials presented to the Finance & Administration Committee. A detailed explanation of new charges shall also be presented by the CEO during the monthly CEO report.

**AUTHORITIES**

Desert Healthcare District Bylaws Article V, section 5.6

**DOCUMENT HISTORY**

Revised	12-17-2024
Revised	02-27-2024
Revised	03-28-2023
Approved	02-22-2022



**POLICY TITLE:** CEO DISCRETIONARY FUND

**POLICY NUMBER:** OP-16

**COMMITTEE APPROVAL:** 12-11-2024~~02-12-2024~~

**BOARD APPROVAL:** 12-17-2024~~02-27-2024~~

---

**POLICY #OP-16:** Discretionary funds awarded to the Chief Executive Officer (“CEO”) are intended to supplement existing and available funds and can be used to fund any qualified non-salaried District expenditure, except as noted in #3 below. Such expenditures, while not integral to District grant-making activities, support the overall activities of the CEO and the Desert Healthcare District community at large.

Discretionary Funds operate under the following guidelines:

1. The CEO Discretionary Fund is structured as a restricted account in the fiscal year awarded. The fiscal year limit~~budget~~ is established in the Board of Directors (“Board”) approved annual budget at \$50,000 per year.
2. The CEO Discretionary Fund cannot operate with a deficit balance without Board approval.
3. Expenses greater than \$2,500.00 shall require notification to and approval by the Board President prior to incurring the expense.
4. Legitimate Business Purpose – The CEO must ensure expenses charged to Discretionary Fund are for legitimate business purposes as defined under IRS regulations and District policies. Examples of eligible expenditures are:
  1. Travel to meetings of professional associations or for research activities (subject to approval per Policy #OP-14)
  2. Temporary positions (consultants)
  3. Subscriptions to professional periodicals, memberships in professional organizations, reference books
  4. Sponsorship of events, conferences, and donations to local organizations
  5. Business-related meals and beverages, or hosted professional functions
5. Expenses Not Eligible – Personal expenses of any kind are not eligible for use of discretionary Fund. Examples of items not allowable include:
  1. Home office costs such as furniture and equipment, maintenance expenses, and supplies
  2. Political contributions under any circumstances
  3. Postage for personal correspondence



**DESERT HEALTHCARE**  
DISTRICT & FOUNDATION

4. Office phone sets, or ordinary line charges
5. Memberships in social clubs or airline travel clubs
6. Donations to organizations currently supported by District/Foundation grants are capped at \$5,000

Monthly, the cumulative CEO Discretionary report shall be included in the financials presented to the Finance & Administration Committee. A detailed explanation of new charges shall also be presented by the CEO during the monthly CEO report.

**AUTHORITIES**

Desert Healthcare District Bylaws Article V, section 5.6

**DOCUMENT HISTORY**

<u>Revised</u>	<u>12-17-2024</u>
Revised	02-27-2024
Revised	03-28-2023
Approved	02-22-2022



## **Chief Administration Officer's Report**

**December 11, 2024**

### **Las Palmas Medical Plaza - Property Management:**

#### **Occupancy:**

See attached unit rental status report.

**94.6%** currently occupied –

Total annual rent including CAM fees is **\$1,461,064**.

#### **Leasing Activity:**

Two leases will be presented during today's agenda for the remaining vacant suites (1W-104 & 3W-101), which will bring our occupancy up to 100%.

**Las Palmas Medical Plaza**

**Unit Rental Status**

**As of December 1, 2024**

Unit	Tenant Name	Deposit	Lease Dates		Term	Unit Sq Feet	Percent of Total	Monthly Rent	Annual Rent	Rent Per Sq Foot	Monthly CAM	Total Monthly Rent Inclg CAM	Total Annual Rent Inclg CAM
			From	To									
											\$ 0.86		
1W, 104	Vacant					1,024	2.07%						
3W, 101	Vacant					1,656	3.36%						
<b>Total - Vacancies</b>						<b>2,680</b>	<b>5.43%</b>						
<b>Total Suites - 32 - 30 Suites Occupied</b>		<b>\$ 53,732.40</b>				<b>49,356</b>	<b>94.57%</b>	<b>\$ 82,718.19</b>	<b>\$ 992,618.28</b>	<b>\$ 1.77</b>	<b>\$ 39,037.12</b>	<b>\$ 121,755.31</b>	<b>\$ 1,461,063.72</b>
<b>Summary - All Units</b>													
			<b>Occupied</b>	<b>46,676</b>	<b>94.57%</b>								
			<b>Vacant</b>	<b>2,680</b>	<b>5.43%</b>								
			<b>Pending</b>	<b>0</b>	<b>0.00%</b>								
			<b>Total</b>	<b>49,356</b>	<b>100%</b>								

<b>DESERT HEALTHCARE DISTRICT</b>
<b>NOVEMBER 2024 FINANCIAL STATEMENTS</b>
<b>INDEX</b>
Year to Date Variance Analysis
Cumulative Profit & Loss Budget vs Actual - Summary
Cumulative Profit & Loss Budget vs Actual - District Including LPMP
Cumulative Profit & Loss Budget vs Actual - LPMP
Balance Sheet - Condensed View
Balance Sheet - Expanded View
Accounts Receivable Aging
Deposit Detail - District
Property Tax Receipts - YTD
Deposit Detail - LPMP
Check Register - District
Credit Card Expenditures
Check Register - LPMP
CEO Discretionary Fund
Retirement Protection Plan Update
Grants Schedule

**DESERT HEALTHCARE DISTRICT  
YEAR TO DATE VARIANCE ANALYSIS  
ACTUAL VS BUDGET  
FIVE MONTHS ENDED NOVEMBER 30, 2024**

<b>Scope: \$25,000 Variance per Statement of Operations Summary</b>				
	YTD		Over(Under)	
Account	Actual	Budget	Budget	Explanation
4000 - Income	\$ 1,666,225	\$ 696,777	\$ 969,448	Higher interest income and market fluctuations (net) from FRF investments \$954k; higher property tax revenues \$15k
4501 - Misc. Income	\$ 71,500	\$ 178,750	\$ (107,250)	Lower revenue from Environmental Health Summit sponsorships \$104k; lower misc \$3k
5000 - Direct Expenses	\$ 692,133	\$ 907,410	\$ (215,277)	Lower wages expense \$132k; lower education expense \$31k; lower health insurance expense \$27k; lower board expenses \$17k; lower retirement expense \$11k; higher workers comp \$3k
6325-CEO Discretionary Fund	\$ 49,249	\$ 20,835	\$ 28,414	Budget of \$50,000 for fiscal year is amortized straight-line over 12-month fiscal year.
6445 - LPMP Expense	\$ 427,379	\$ 565,690	\$ (138,311)	Lower depreciation expenses \$65k; lower interior building expense \$16k; lower internal property management allocation \$10k; lower plumbing expense \$9k; lower deferred maintenance expense \$7k; lower landscaping expense \$6k; lower marketing expense \$6k; lower extermination expense \$5k; lower rubbish removal expense \$3k; lower lighting expense \$2k; lower misc expense \$9k
6500 - Professional Fees Expense	\$ 681,593	\$ 874,795	\$ (193,202)	Lower professional services expense \$288k; higher legal expense \$90k; higher PR/Communications expense \$4k
7000 - Grants Expense	\$ 102,913	\$ 2,083,335	\$ (1,980,422)	As of November 30, 2024, there are \$4,857,202 remaining in the fiscal year grant budget, with a total of \$39,885 in carry over and unexpended grant funds.
<b>Las Palmas Medical Plaza - Net</b>	<b>\$ 188,377</b>	<b>\$ 58,240</b>	<b>\$ 130,137</b>	LPMP expenses lower \$138k; LPMP revenue lower \$8k



**Desert Healthcare District**  
**Profit & Loss Budget vs. Actual**  
July through November 2024

	MONTH			TOTAL		
	Nov 24	Budget	\$ Over Budget	Jul - Nov 24	Budget	\$ Over Budget
<b>Income</b>						
4000 · Income	92,607	119,015	(26,408)	1,666,225	696,777	969,448
4500 · LPMP Income	121,511	124,786	(3,275)	615,756	623,930	(8,174)
4501 · Miscellaneous Income	0	750	(750)	71,500	178,750	(107,250)
<b>Total Income</b>	<b>214,118</b>	<b>244,551</b>	<b>(30,433)</b>	<b>2,353,482</b>	<b>1,499,457</b>	<b>854,025</b>
<b>Expense</b>						
5000 · Direct Expenses	133,144	178,110	(44,966)	692,133	907,410	(215,277)
6000 · General & Administrative Exp	53,674	58,805	(5,131)	269,097	294,025	(24,928)
6325 · CEO Discretionary Fund	20,749	4,167	16,582	49,249	20,835	28,414
6445 · LPMP Expenses	80,797	113,138	(32,341)	427,379	565,690	(138,311)
6500 · Professional Fees Expense	51,396	174,959	(123,563)	681,593	874,795	(193,202)
6600 · Mobile Medical Unit	1,359	417	942	1,359	2,085	(726)
6700 · Trust Expenses	5,957	6,055	(98)	7,909	30,275	(22,366)
<b>Total Expense Before Grants</b>	<b>347,076</b>	<b>535,651</b>	<b>(188,575)</b>	<b>2,128,723</b>	<b>2,695,118</b>	<b>(566,395)</b>
7000 · Grants Expense	(8,715)	416,667	(425,382)	102,913	2,083,335	(1,980,422)
<b>Net Income</b>	<b>(124,243)</b>	<b>(707,767)</b>	<b>583,524</b>	<b>121,846</b>	<b>(3,278,996)</b>	<b>3,400,842</b>

**Desert Healthcare District**  
**Profit & Loss Budget vs. Actual**  
July through November 2024

	MONTH			TOTAL		
	Nov 24	Budget	\$ Over Budget	Jul - Nov 24	Budget	\$ Over Budget
<b>Income</b>						
<b>4000 · Income</b>						
4010 · Property Tax Revenues	0	40,681	(40,681)	320,347	305,107	15,240
<b>4200 · Interest Income</b>						
4220 · Interest Income (FRF)	25,707	106,667	(80,960)	529,414	533,335	(3,921)
9999-1 · Unrealized gain(loss) on invest	64,900	(30,333)	95,233	806,291	(151,665)	957,956
<b>Total 4200 · Interest Income</b>	90,607	76,334	14,273	1,335,705	381,670	954,035
4300 · DHC Recoveries	2,000	2,000	0	10,173	10,000	173
<b>Total 4000 · Income</b>	92,607	119,015	(26,408)	1,666,225	696,777	969,448
4500 · LPMP Income	121,511	124,786	(3,275)	615,756	623,930	(8,174)
4501 · Miscellaneous Income	0	750	(750)	71,500	178,750	(107,250)
<b>Total Income</b>	214,118	244,551	(30,433)	2,353,482	1,499,457	854,025
<b>Expense</b>						
<b>5000 · Direct Expenses</b>						
<b>5100 · Administration Expense</b>						
5110 · Wages Expense	104,369	120,399	(16,030)	508,982	618,855	(109,873)
5111 · Allocation to LPMP - Payroll	(3,325)	(7,139)	3,814	(25,934)	(35,695)	9,761
5112 · Vacation/Sick/Holiday Expense	15,056	15,000	56	71,992	75,000	(3,008)
5114 · Allocation to Foundation	(17,258)	(17,692)	434	(83,725)	(88,460)	4,735
5119 · Allocation-FED FUNDS/CVHIP-DHCF	(8,196)	0	(8,196)	(24,207)	0	(24,207)
5120 · Payroll Tax Expense	7,957	10,333	(2,376)	41,813	51,665	(9,852)
<b>5130 · Health Insurance Expense</b>						
5131 · Premiums Expense	18,611	23,553	(4,942)	95,096	117,765	(22,669)
5135 · Reimb./Co-Payments Expense	793	1,800	(1,007)	5,166	9,000	(3,834)
<b>Total 5130 · Health Insurance Expense</b>	19,404	25,353	(5,949)	100,262	126,765	(26,503)
5140 · Workers Comp. Expense	1,216	572	644	6,209	2,860	3,349
5145 · Retirement Plan Expense	8,229	11,154	(2,925)	44,800	55,770	(10,970)
5160 · Education Expense	100	7,417	(7,317)	5,789	37,085	(31,296)
<b>Total 5100 · Administration Expense</b>	127,552	165,397	(37,845)	645,981	843,845	(197,864)
<b>5200 · Board Expenses</b>						
5210 · Healthcare Benefits Expense	1,358	4,109	(2,751)	10,634	20,545	(9,911)
5230 · Meeting Expense	2,645	3,708	(1,063)	19,944	18,540	1,404
5235 · Director Stipend Expense	463	3,646	(3,183)	10,998	18,230	(7,232)
5240 · Catering Expense	752	1,000	(248)	3,817	5,000	(1,183)
5250 · Mileage Reimbursement Expense	374	250	124	759	1,250	(491)
<b>Total 5200 · Board Expenses</b>	5,592	12,713	(7,121)	46,152	63,565	(17,413)
<b>Total 5000 · Direct Expenses</b>	133,144	178,110	(44,966)	692,133	907,410	(215,277)

**Desert Healthcare District**  
**Profit & Loss Budget vs. Actual**  
July through November 2024

	MONTH			TOTAL		
	Nov 24	Budget	\$ Over Budget	Jul - Nov 24	Budget	\$ Over Budget
<b>6000 · General &amp; Administrative Exp</b>						
6110 · Payroll fees Expense	231	208	23	1,132	1,040	92
6120 · Bank and Investment Fees Exp	7,622	5,200	2,422	30,971	26,000	4,971
6125 · Depreciation Expense	2,165	2,500	(335)	10,810	12,500	(1,690)
6126 · Depreciation-Solar Parking lot	15,072	15,072	0	75,360	75,360	0
6127 · Depreciation - Autos	6,409	6,409	0	32,045	32,045	0
6130 · Dues and Membership Expense	2,758	5,429	(2,671)	10,585	27,145	(16,560)
6200 · Insurance Expense	4,625	4,692	(67)	23,225	23,460	(235)
6300 · Minor Equipment Expense	0	42	(42)	0	210	(210)
6305 · Auto Allowance & Mileage Exp	554	500	54	3,047	2,500	547
6306 · Staff- Auto Mileage reimb	83	625	(542)	1,852	3,125	(1,273)
6309 · Personnel Expense	0	375	(375)	926	1,875	(949)
6310 · Miscellaneous Expense	0	42	(42)	0	210	(210)
6311 · Cell Phone Expense	839	1,000	(161)	3,793	5,000	(1,207)
6312 · Wellness Park Expenses	0	83	(83)	0	415	(415)
6315 · Security Monitoring Expense	29	50	(21)	245	250	(5)
6340 · Postage Expense	0	333	(333)	656	1,665	(1,009)
6350 · Copier Rental/Fees Expense	370	500	(130)	1,617	2,500	(883)
6351 · Travel Expense	337	2,500	(2,163)	9,559	12,500	(2,941)
6352 · Meals & Entertainment Exp	145	2,833	(2,688)	910	14,165	(13,255)
6355 · Computer Services Expense	9,124	5,322	3,802	43,038	26,610	16,428
6360 · Supplies Expense	845	2,167	(1,322)	5,434	10,835	(5,401)
6380 · LAFCO Assessment Expense	171	208	(37)	855	1,040	(185)
6400 · East Valley Office	2,295	2,715	(420)	13,037	13,575	(538)
<b>Total 6000 · General &amp; Administrative Exp</b>	<b>53,674</b>	<b>58,805</b>	<b>(5,131)</b>	<b>269,097</b>	<b>294,025</b>	<b>(24,928)</b>
6325 · CEO Discretionary Fund	20,749	4,167	16,582	49,249	20,835	28,414
6445 · LPMP Expenses	80,797	113,138	(32,341)	427,379	565,690	(138,311)
<b>6500 · Professional Fees Expense</b>						
6516 · Professional Services Expense	26,500	124,167	(97,667)	333,178	620,835	(287,657)
6520 · Annual Audit Fee Expense	1,484	1,500	(16)	7,420	7,500	(80)
6530 · PR/Communications/Website	10,912	34,292	(23,380)	175,519	171,460	4,059
6560 · Legal Expense	12,500	15,000	(2,500)	165,476	75,000	90,476
<b>Total 6500 · Professional Fees Expense</b>	<b>51,396</b>	<b>174,959</b>	<b>(123,563)</b>	<b>681,593</b>	<b>874,795</b>	<b>(193,202)</b>
6600 · Mobile Medical Unit	1,359	417	942	1,359	2,085	(726)
<b>6700 · Trust Expenses</b>						
6720 · Pension Plans Expense	5,957	6,055	(98)	7,909	30,275	(22,366)
<b>Total Expense Before Grants</b>	<b>347,076</b>	<b>535,651</b>	<b>(188,575)</b>	<b>2,128,723</b>	<b>2,695,118</b>	<b>(566,395)</b>
<b>7000 · Grants Expense</b>						
7010 · Major Grant Awards Expense	(8,715)	416,667	(425,382)	102,913	2,083,335	(1,980,422)
<b>Net Income</b>	<b>(124,243)</b>	<b>(707,767)</b>	<b>583,524</b>	<b>121,846</b>	<b>(3,278,996)</b>	<b>3,400,842</b>

**Las Palmas Medical Plaza**  
**Profit & Loss Budget vs. Actual**  
July through November 2024

	MONTH			TOTAL		
	Nov 24	Budget	\$ Over Budget	Jul - Nov 24	Budget	\$ Over Budget
<b>Income</b>						
4500 · LPMP Income						
4505 · Rental Income	82,399	86,753	(4,354)	419,034	433,765	(14,731)
4510 · CAM Income	39,037	37,950	1,087	196,647	189,750	6,897
4513 · Misc. Income	75	83	(8)	75	415	(340)
Total 4500 · LPMP Income	121,511	124,786	(3,275)	615,756	623,930	(8,174)
<b>Expense</b>						
6445 · LPMP Expenses						
6420 · Insurance Expense	6,229	6,255	(26)	31,145	31,275	(130)
6425 · Building - Depreciation Expense	28,257	28,668	(411)	141,193	143,340	(2,147)
6426 · Tenant Improvements -Dep Exp	5,103	17,630	(12,527)	25,262	88,150	(62,888)
6427 · HVAC Maintenance Expense	728	1,333	(605)	6,250	6,665	(415)
6428 · Roof Repairs Expense	0	208	(208)	0	1,040	(1,040)
6431 · Building -Interior Expense	0	4,167	(4,167)	5,150	20,835	(15,685)
6432 · Plumbing -Interior Expense	0	1,667	(1,667)	180	8,335	(8,155)
6433 · Plumbing -Exterior Expense	0	208	(208)	0	1,040	(1,040)
6434 · Allocation Internal Prop. Mgmt	3,325	7,139	(3,814)	25,934	35,695	(9,761)
6435 · Bank Charges	31	42	(11)	170	210	(40)
6437 · Utilities -Vacant Units Expense	18	150	(132)	2	750	(748)
6439 · Deferred Maintenance Repairs Ex	0	2,083	(2,083)	3,340	10,415	(7,075)
6440 · Professional Fees Expense	11,830	11,830	0	59,150	59,150	0
6441 · Legal Expense	0	83	(83)	0	415	(415)
6458 · Elevators - R & M Expense	317	1,083	(766)	4,648	5,415	(767)
6460 · Exterminating Service Expense	275	1,250	(975)	1,375	6,250	(4,875)
6463 · Landscaping Expense	0	1,250	(1,250)	0	6,250	(6,250)
6467 · Lighting Expense	0	417	(417)	0	2,085	(2,085)
6468 · General Maintenance Expense	0	83	(83)	0	415	(415)
6471 · Marketing-Advertising	0	1,250	(1,250)	0	6,250	(6,250)
6475 · Property Taxes Expense	6,650	6,650	0	33,250	33,250	0
6476 · Signage Expense	0	417	(417)	1,087	2,085	(998)
6480 · Rubbish Removal Medical Waste E	1,978	1,417	561	7,418	7,085	333
6481 · Rubbish Removal Expense	2,342	2,900	(558)	11,710	14,500	(2,790)
6482 · Utilities/Electricity/Exterior	797	875	(78)	3,540	4,375	(835)
6484 · Utilities - Water (Exterior)	962	750	212	5,600	3,750	1,850
6485 · Security Expenses	11,955	12,500	(545)	60,675	62,500	(1,825)
6490 · Miscellaneous Expense	0	833	(833)	300	4,165	(3,865)
Total 6445 · LPMP Expenses	80,797	113,138	(32,341)	427,379	565,690	(138,311)
Net Income	40,714	11,648	29,066	188,377	58,240	130,137

**Desert Healthcare District**  
**Balance Sheet Previous Year Comparison**  
As of November 30, 2024

		Nov 30, 24	Nov 30, 23
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
	1000 - CHECKING CASH ACCOUNTS	2,783,572	654,524
	1100 - INVESTMENT ACCOUNTS	67,751,466	64,788,340
	<b>Total Checking/Savings</b>	70,535,038	65,442,864
	<b>Accounts Receivable</b>	116,534	83,458
<b>Other Current Assets</b>			
	1204.1 - Rent Receivable-Deferred COVID	6,573	20,913
	1270 - Prepaid Insurance -Ongoing	75,977	67,907
	1279 - Pre-Paid Fees	33,572	46,922
	<b>Total Other Current Assets</b>	116,122	135,742
	<b>Total Current Assets</b>	70,767,694	65,662,064
<b>Fixed Assets</b>			
	1300 - FIXED ASSETS	5,311,606	5,291,355
	1335-00 - ACC DEPR	(3,025,982)	(2,725,299)
	1400 - LPMP Assets	6,350,126	6,755,889
	<b>Total Fixed Assets</b>	8,635,749	9,321,945
<b>Other Assets</b>			
	1600 - RIGHT TO USE ASSETS	216,235	216,235
	1611 - RTU Accumulated Amortization	(44,356)	(22,178)
	1700 - OTHER ASSETS	3,784,179	3,713,380
	1800 - OTHER RECEIVABLES	3,439,433	3,048,911
	<b>Total Other Assets</b>	7,395,491	6,956,348
	<b>TOTAL ASSETS</b>	<b>86,798,935</b>	<b>81,940,358</b>

**Desert Healthcare District**  
**Balance Sheet Previous Year Comparison**  
As of November 30, 2024

			Nov 30, 24	Nov 30, 23
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
		2000 · Accounts Payable	27,090	104,215
		2001 · LPMP Accounts Payable	26,127	2,860
		<b>Total Accounts Payable</b>	<b>53,217</b>	<b>107,075</b>
<b>Other Current Liabilities</b>				
		2002 · LPMP Property Taxes	(3,326)	(3,902)
		2003 · Prepaid Rents	15,902	0
		2131 · Grant Awards Payable	4,093,700	6,204,581
		2133 · Accrued Accounts Payable	50,000	252,395
		2141 · Accrued Vacation Time	91,144	86,137
		2190 · Investment Fees Payable	21,307	7,773
		<b>Total Other Current Liabilities</b>	<b>4,268,727</b>	<b>6,546,984</b>
		<b>Total Current Liabilities</b>	<b>4,321,944</b>	<b>6,654,059</b>
<b>Long Term Liabilities</b>				
		2171 · RPP-Deferred Inflows-Resources	397,911	564,584
		2172 · Lease - Deferred Inflows	3,268,842	2,982,703
		2281 · Grants Payable - Long-term	1,138,781	2,475,000
		2285 · Lease Payable	175,612	196,798
		2290 · LPMP Security Deposits	53,732	57,493
		<b>Total Long Term Liabilities</b>	<b>5,034,878</b>	<b>6,276,578</b>
		<b>Total Liabilities</b>	<b>9,356,822</b>	<b>12,930,637</b>
<b>Equity</b>				
		3900 · *Retained Earnings	77,320,264	71,020,500
		Net Income	121,846	(2,010,778)
		<b>Total Equity</b>	<b>77,442,110</b>	<b>69,009,722</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>			<b>86,798,935</b>	<b>81,940,358</b>

**Desert Healthcare District**  
**Balance Sheet Previous Year Comparison**  
As of November 30, 2024

		Nov 30, 24	Nov 30, 23
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
<b>1000 · CHECKING CASH ACCOUNTS</b>			
1016 · US Bank Operating - 5018		1,251,854	473,541
1017 · US Bank Operating - 7455		1,050,695	0
1044 · Las Palmas Medical Plaza - 1241		480,523	180,483
1047 · Petty Cash		500	500
<b>Total 1000 · CHECKING CASH ACCOUNTS</b>		<b>2,783,572</b>	<b>654,524</b>
<b>1100 · INVESTMENT ACCOUNTS</b>			
1130 · Facility Replacement Fund		67,459,545	66,445,239
1135 · Unrealized Gain(Loss) FRF		291,921	(1,656,899)
<b>Total 1100 · INVESTMENT ACCOUNTS</b>		<b>67,751,466</b>	<b>64,788,340</b>
<b>Total Checking/Savings</b>		<b>70,535,038</b>	<b>65,442,864</b>
<b>Accounts Receivable</b>			
1201 · Accounts Receivable			
1204 · LPMP Accounts Receivable		4,198	(16,984)
1211 · A-R Foundation - Exp Allocation		105,062	100,442
1201 · Accounts Receivable - Other		7,274	0
<b>Total Accounts Receivable</b>		<b>116,534</b>	<b>83,458</b>
<b>Other Current Assets</b>			
1204.1 · Rent Receivable-Deferred COVID		6,573	20,913
1270 · Prepaid Insurance -Ongoing		75,977	67,907
1279 · Pre-Paid Fees		33,572	46,922
<b>Total Other Current Assets</b>		<b>116,122</b>	<b>135,742</b>
<b>Total Current Assets</b>		<b>70,767,694</b>	<b>65,662,064</b>
<b>Fixed Assets</b>			
<b>1300 · FIXED ASSETS</b>			
1310 · Computer Equipment		115,857	104,588
1320 · Furniture and Fixtures		64,080	55,099
1321 · Mobile Medical Unit		381,768	381,768
1322 · Tenant Improvement - RAP #G100		32,794	32,794
1325 · Offsite Improvements		300,849	300,849
1331 · DRMC - Parking lot		4,416,257	4,416,257
<b>Total 1300 · FIXED ASSETS</b>		<b>5,311,605</b>	<b>5,291,355</b>
<b>1335-00 · ACC DEPR</b>			
1335 · Accumulated Depreciation		(269,447)	(243,161)
1337 · Accum Deprec- Solar Parking Lot		(2,396,620)	(2,215,756)
1338 · Accum Deprec - LPMP Parking Lot		(244,286)	(221,736)
1339 · Accum Deprec - Autos		(115,629)	(44,646)
<b>Total 1335-00 · ACC DEPR</b>		<b>(3,025,982)</b>	<b>(2,725,299)</b>

**Desert Healthcare District**  
**Balance Sheet Previous Year Comparison**  
As of November 30, 2024

		Nov 30, 24	Nov 30, 23
<b>1400 · LPMP Assets</b>			
	1401 · Building	8,705,680	8,705,680
	1402 · Land	2,165,300	2,165,300
	1403 · Tenant Improvements -New	2,319,572	2,309,146
	1404 · Tenant Improvements - CIP	0	129,550
	<b>1406 · Building Improvements</b>		
	1406.1 · LPMP-Replace Parking Lot	676,484	676,484
	1406.2 · Building Improvements-CIP	57,426	0
	1406 · Building Improvements - Other	2,776,742	2,757,972
	<b>Total 1406 · Building Improvements</b>	<b>3,510,652</b>	<b>3,434,456</b>
	1407 · Building Equipment Improvements	488,880	444,268
	<b>1409 · Accumulated Depreciation</b>		
	1410 · Accum. Depreciation	(8,578,516)	(8,265,437)
	1412 · T I Accumulated Dep.-New	(2,261,442)	(2,167,074)
	<b>Total 1409 · Accumulated Depreciation</b>	<b>(10,839,958)</b>	<b>(10,432,511)</b>
	<b>Total 1400 · LPMP Assets</b>	<b>6,350,126</b>	<b>6,755,889</b>
	<b>Total Fixed Assets</b>	<b>8,635,749</b>	<b>9,321,945</b>
	<b>Other Assets</b>		
	<b>1600 · RIGHT TO USE ASSETS</b>		
	1610 · Right to Use Asset	216,235	216,235
	1611 · RTU Accumulated Amortization	(44,356)	(22,178)
	<b>1700 · OTHER ASSETS</b>		
	1731 · Wellness Park	1,693,800	1,693,800
	1740 · RPP-Deferred Outflows-Resources	362,042	587,440
	1742 · RPP - Net Pension Asset	1,728,337	1,432,140
	<b>Total 1700 · OTHER ASSETS</b>	<b>3,784,179</b>	<b>3,713,380</b>
	<b>1800 · OTHER RECEIVABLES</b>		
	1810 · Lease Receivable	3,439,433	3,048,911
	<b>Total Other Assets</b>	<b>7,395,491</b>	<b>6,956,348</b>
	<b>TOTAL ASSETS</b>	<b>86,798,935</b>	<b>81,940,358</b>



**Desert Healthcare District**  
**Balance Sheet Previous Year Comparison**  
As of November 30, 2024

		Nov 30, 24	Nov 30, 23
<b>LIABILITIES &amp; EQUITY</b>			
Liabilities			
Current Liabilities			
Accounts Payable			
	2000 · Accounts Payable	27,090	104,215
	2001 · LPMP Accounts Payable	26,127	2,860
	<b>Total Accounts Payable</b>	<b>53,217</b>	<b>107,075</b>
Other Current Liabilities			
	2002 · LPMP Property Taxes	(3,326)	(3,902)
	2003 · Prepaid Rents	15,902	0
	2131 · Grant Awards Payable	4,093,700	6,204,581
	2133 · Accrued Accounts Payable	50,000	252,395
	2141 · Accrued Vacation Time	91,144	86,137
	2190 · Investment Fees Payable	21,307	7,773
	<b>Total Other Current Liabilities</b>	<b>4,268,727</b>	<b>6,546,984</b>
	<b>Total Current Liabilities</b>	<b>4,321,944</b>	<b>6,654,059</b>
Long Term Liabilities			
	2171 · RPP-Deferred Inflows-Resources	397,911	564,584
	2172 · Lease - Deferred Inflows	3,268,842	2,982,703
	2281 · Grants Payable - Long-term	1,138,781	2,475,000
	2285 · Lease Payable	175,612	196,798
	2290 · LPMP Security Deposits	53,732	57,493
	<b>Total Long Term Liabilities</b>	<b>5,034,878</b>	<b>6,276,578</b>
	<b>Total Liabilities</b>	<b>9,356,822</b>	<b>12,930,637</b>
Equity			
	3900 · *Retained Earnings	77,320,264	71,020,500
	Net Income	121,846	(2,010,778)
	<b>Total Equity</b>	<b>77,442,110</b>	<b>69,009,722</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>		<b>86,798,935</b>	<b>81,940,358</b>

**Desert Healthcare District**  
**A/R Aging Summary**  
As of November 30, 2024

	<b>Current</b>	<b>1 - 30</b>	<b>31 - 60</b>	<b>61 - 90</b>	<b>&gt; 90</b>	<b>TOTAL</b>	<b>COMMENT</b>
<b>Desert Healthcare Foundation-</b>	25,454	26,759	0	20,409	32,439	105,061	Due from Foundation
<b>Ramy Awad, M.D.</b>	0	4,042	0	0	0	4,042	Slow Pay
<b>South Coast AQMD</b>	0	0	0	5,000	0	5,000	Environmental Summit Sponsorship
<b>Step Up on Second Street Inc.</b>	0	2,274	0	0	0	2,274	Grant Reimbursement
<b>Tenet HealthSystem Desert, Inc</b>	0	0	0	155	0	155	Slow Pay
<b>TOTAL</b>	<b>25,454</b>	<b>33,075</b>	<b>0</b>	<b>25,564</b>	<b>32,439</b>	<b>116,532</b>	

**Desert Healthcare District**  
**Deposit Detail**  
November 2024

Type	Date	Name	Amount
<b>Deposit</b>	<b>11/04/2024</b>		<b>20,000</b>
Payment	11/04/2024	First 5 Riverside - Environmental Health Summit Sponsorship	(20,000)
TOTAL			(20,000)
<b>Deposit</b>	<b>11/04/2024</b>		<b>2,000</b>
		T-Mobile - Cell Tower Lease	(2,000)
TOTAL			(2,000)
<b>Deposit</b>	<b>11/19/2024</b>		<b>5,000</b>
Payment	11/19/2024	University of California, Riverside - Environmental Health Summit Sponsorship	(5,000)
TOTAL			(5,000)
<b>Deposit</b>	<b>11/19/2024</b>		<b>500</b>
Payment	11/19/2024	City of La Quina - Environmental Health Summit Sponsorship	(500)
TOTAL			(500)
		<b>TOTAL</b>	<b>27,500</b>

DESERT HEALTHCARE DISTRICT										
PROPERTY TAX RECEIPTS FY 2024 - 2025										
RECEIPTS - FIVE MONTHS ENDED NOVEMBER 30, 2024										
	FY 2023-2024 Projected/Actual					FY 2024-2025 Projected/Actual				
	Budget %	Budget \$	Act %	Actual Receipts	Variance	Budget %	Budget \$	Act %	Actual Receipts	Variance
<b>July</b>	0.0%	\$ -	0.8%	\$ 70,152	\$ 70,152	0.0%	\$ -	0.7%	\$ 75,427	\$ 75,427
<b>Aug</b>	0.0%	\$ -	2.0%	\$ 180,642	\$ 180,642	0.0%	\$ -	1.4%	\$ 139,395	\$ 139,395
<b>Sep</b>	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -
<b>Oct</b>	2.6%	\$ 229,840	2.8%	\$ 248,614	\$ 18,774	2.6%	\$ 264,426	2.7%	\$ 272,212	\$ 7,785
<b>Nov</b>	0.4%	\$ 35,360	0.1%	\$ 10,535	\$ (24,825)	0.4%	\$ 40,681	0.0%	\$ -	\$ (40,681)
<b>Dec</b>	16.9%	\$ 1,493,960	19.2%	\$ 1,696,170	\$ 202,210	16.9%	\$ 1,718,771	0.0%		
<b>Jan</b>	31.9%	\$ 2,819,960	42.1%	\$ 3,720,800	\$ 900,840	31.9%	\$ 3,244,308	0.0%		
<b>Feb</b>	0.0%	\$ -	1.0%	\$ 85,677	\$ 85,677	0.0%	\$ -	0.0%		
<b>Mar</b>	0.3%	\$ 26,520	0.4%	\$ 31,158	\$ 4,638	0.3%	\$ 30,511	0.0%		
<b>Apr</b>	5.5%	\$ 486,200	6.0%	\$ 529,212	\$ 43,012	5.5%	\$ 559,363	0.0%		
<b>May</b>	19.9%	\$ 1,759,160	20.6%	\$ 1,821,441	\$ 62,281	19.9%	\$ 2,023,879	0.0%		
<b>June</b>	22.5%	\$ 1,989,000	30.0%	\$ 2,655,964	\$ 666,964	22.5%	\$ 2,288,305	0.0%		
<b>Total</b>	<b>100%</b>	<b>\$ 8,840,000</b>	<b>125.0%</b>	<b>\$ 11,050,366</b>	<b>\$ 2,210,366</b>	<b>100.00%</b>	<b>\$ 10,170,245</b>	<b>4.8%</b>	<b>\$ 487,034</b>	<b>\$ 181,926</b>

**Las Palmas Medical Plaza  
Deposit Detail - LPMP  
November 2024**

Type	Date	Name	Amount
<b>Deposit</b>	<b>11/04/2024</b>		<b>13,816</b>
Payment	11/04/2024	Howard Aaron Aronow, M.D.	(1,737)
Payment	11/04/2024	Quest Diagnostics Incorporated	(4,714)
Payment	11/04/2024	EyeCare Services Partners Management LLC	(7,364)
TOTAL			(13,815)
<b>Deposit</b>	<b>11/04/2024</b>		<b>10,685</b>
Payment	11/04/2024	DPMG	(2,297)
Payment	11/04/2024	DPMG	(4,902)
Payment	11/04/2024	Cure Cardiovascular Consultants	(3,486)
TOTAL			(10,685)
<b>Deposit</b>	<b>11/07/2024</b>		<b>4,233</b>
Payment	11/07/2024	Desert Family Medical Center	(4,233)
TOTAL			(4,233)
<b>Deposit</b>	<b>11/12/2024</b>		<b>17,416</b>
Payment	11/08/2024	Brad A. Wolfson, M.D.	(4,092)
Payment	11/08/2024	Cohen Musch Thomas Medical Group	(5,361)
Payment	11/08/2024	Palmtree Clinical Research	(7,962)
TOTAL			(17,415)
<b>Deposit</b>	<b>11/18/2024</b>		<b>2,779</b>
Payment	11/15/2024	Pathway Pharmaceuticals, Inc.	(2,779)
TOTAL			(2,779)
<b>Deposit</b>	<b>11/19/2024</b>		<b>75</b>
		Al Miller & Sons Roofing Co., INC.	(75)
TOTAL			(75)

**Las Palmas Medical Plaza  
Deposit Detail - LPMP  
November 2024**

Type	Date	Name	Amount
<b>Deposit</b>	<b>11/21/2024</b>		<b>50,392</b>
		Desert Regional Medical Center--	(2,524)
Payment	11/21/2024	Tenet HealthSystem Desert, Inc.	(34,353)
Payment	11/21/2024	Tenet HealthSystem Desert, Inc	(7,197)
Payment	11/21/2024	Desert Regional Medical Center	(6,318)
TOTAL			(50,392)
<b>Deposit</b>	<b>11/22/2024</b>		<b>3,397</b>
		Aijaz Hashmi, M.D., Inc.	(3,397)
TOTAL			(3,397)
<b>Deposit</b>	<b>11/25/2024</b>		<b>3,461</b>
		F CPP	(3,461)
TOTAL			(3,461)
<b>Deposit</b>	<b>11/26/2024</b>		<b>6,376</b>
		Steven Gundry, M.D.	(6,376)
TOTAL			(6,376)
		<b>TOTAL</b>	<b>112,630</b>

**Desert Healthcare District**  
**Check Register**  
As of November 30, 2024

Type	Date	Num	Name	Amount
<b>1000 - CHECKING CASH ACCOUNTS</b>				
<b>1016 - US Bank Operating - 5018</b>				
Liability Check	11/08/2024		QuickBooks Payroll Service	(469)
Liability Check	11/08/2024		QuickBooks Payroll Service	(58,112)
Check	11/15/2024		Bank Service Charge	(1,422)
Liability Check	11/22/2024		QuickBooks Payroll Service	(446)
Liability Check	11/22/2024		QuickBooks Payroll Service	(59,184)
Total 1016 - US Bank Operating - 5018				(119,633)
<b>1017 - US Bank Operating - 7455</b>				
Check	11/07/2024	Auto Pay	Calif. Public Employees' Retirement System	(16,105)
Bill Pmt -Check	11/08/2024	5654	Alejandro Espinoza Santacruz - Expense Reimbursement	(621)
Bill Pmt -Check	11/08/2024	5655	Arthur Shorr - Stipend	(1,505)
Bill Pmt -Check	11/08/2024	5656	Belen G Navarro Valenzuela - Expense Reimbursement	(27)
Bill Pmt -Check	11/08/2024	5657	Desert Arc Shredding & Recycling	(45)
Bill Pmt -Check	11/08/2024	5658	Desert Cancer Foundation - Grant Payment	(73,687)
Bill Pmt -Check	11/08/2024	5659	Deveau Burr Group, LLC	(14,000)
Bill Pmt -Check	11/08/2024	5660	Evelt PerezGil - Health Premium Reimbursement	(166)
Bill Pmt -Check	11/08/2024	5661	Frazier Pest Control, Inc.	(33)
Bill Pmt -Check	11/08/2024	5662	Gannett California LocalIQ	(348)
Bill Pmt -Check	11/08/2024	5663	Leticia De Lara - Stipend	(347)
Bill Pmt -Check	11/08/2024	5664	Magdalena Cleaning Services	(200)
Bill Pmt -Check	11/08/2024	5665	Ready Refresh	(55)
Bill Pmt -Check	11/08/2024	5666	Regional Access Project Foundation	(2,000)
Bill Pmt -Check	11/08/2024	5667	Rogers, Carole - Stipend	(1,042)
Bill Pmt -Check	11/08/2024	5668	Sergio Rodriguez - Expense Reimbursement	(706)
Bill Pmt -Check	11/08/2024	5669	So.Cal Computer Shop	(810)
Bill Pmt -Check	11/08/2024	5670	Staples	(385)
Bill Pmt -Check	11/08/2024	5671	TODEC Legal Center - Grant Payment	(22,500)
Bill Pmt -Check	11/08/2024	5672	Uken Report	(400)
Bill Pmt -Check	11/08/2024	5673	Underground Service Alert of Southern Cal	(14)
Bill Pmt -Check	11/08/2024	5674	Vision To Learn - Grant Payment	(22,500)
Bill Pmt -Check	11/13/2024	5675	Arthur B. Kagan - Retirement Consulting Services	(1,200)
Bill Pmt -Check	11/13/2024	5676	Desert Arc - Grant Payment	(29,127)
Bill Pmt -Check	11/13/2024	5677	Inland Caregiver Resource Center - Sponsorship	(500)
Bill Pmt -Check	11/13/2024	5678	Latino Medical Student Association - Sponsorship	(2,000)
Bill Pmt -Check	11/13/2024	5679	LoopUp LLC	(24)
Bill Pmt -Check	11/13/2024	5680	Regional Access Project Foundation	(190)
Bill Pmt -Check	11/14/2024	5681	Parkinsons Resource Organization Inc - Sponsorship	(2,500)

**Desert Healthcare District**  
**Check Register**  
**As of November 30, 2024**

Bill Pmt -Check		11/18/2024	5682	AMS Tax Service, Inc.	(500)
Bill Pmt -Check		11/18/2024	5683	Coachella Valley Economic Partnership	(10,000)
Bill Pmt -Check		11/18/2024	5684	Palm Springs Alarm	(29)
Bill Pmt -Check		11/18/2024	5685	Principal Life Insurance Co.	(2,057)
Bill Pmt -Check		11/18/2024	5686	Regional Government Services Authority	(11,453)
Bill Pmt -Check		11/18/2024	5687 - VOID	State Compensation Insurance Fund	0
Bill Pmt -Check		11/18/2024	5688	The Nyhart Company	(5,469)
Bill Pmt -Check		11/18/2024	5689	Xerox Financial Services	(370)
Bill Pmt -Check		11/18/2024	5690	State Compensation Insurance Fund	(1,216)
Bill Pmt -Check		11/18/2024	5691	CoPower Employers' Benefits Alliance	(1,806)
Bill Pmt -Check		11/25/2024	5692	Department of Motor Vehicles	(1,359)
Bill Pmt -Check		11/25/2024	5693	Rogers, Carole - Expense Reimbursement	(711)
Bill Pmt -Check		11/25/2024	5694	Spectrum (Time Warner)	(405)
Bill Pmt -Check		11/25/2024	5695	U.S. Bank	(910)
Bill Pmt -Check		11/25/2024	5696	Van Surveying, Inc.	(5,000)
Bill Pmt -Check		11/26/2024	5697	Frazier Pest Control, Inc.	(33)
Bill Pmt -Check		11/26/2024	5698	The Write Translator	(452)
Bill Pmt -Check		11/26/2024	5699	Trakstar	(5,250)
Bill Pmt -Check		11/26/2024	5700	U.S. Bank	(5,753)
Bill Pmt -Check		11/26/2024	5701	Verizon Wireless	(941)
Total 1017 · US Bank Operating - 7455					(246,751)
<b>TOTAL</b>					<b>(366,384)</b>



Desert Healthcare District							
Details for Credit Card Expenditures							
Credit Card Purchases - November 2024 - Paid November 2024							
Number of Credit Cards Held by District Personnel - 3							
Credit Card Limit - \$75,000							
Credit Card Holders:							
Chris Christensen - Chief Executive Officer							
Eric Taylor - Chief Administration Officer							
Alejandro Espinoza Santacruz - Chief of Community Engagement							
Routine types of charges:							
Office supplies, dues for membership, computer supplies, meals, travel including airlines and hotels, catering, supplies for BOD meetings, CEO Discretionary for small grant & gift items							
Statement							
Year	Month	Total Charges	Expense Type	Amount	Purpose	Description	
		\$ 5,753.41					
Monthly Statement CalCard:							
2024	November	\$ 5,333.47	Chris Christensen				
			GL	Dollar	Description		
			5230	\$ 1,000.00	California Hospital Association 2024 Behavioral Health Care Symposium - December 4-5, 2024 - Long Beach, CA - Director Rogers		
			5230	\$ 1,029.75	UC Riverside Palm Desert Facility rental for November 14, 2024, staff retreat		
			5230	\$ 515.24	Hanson House 2024 Annual Gala - November 9, 2024 - Palm Springs, CA - Director Rogers +1		
			6352	\$ 72.34	The Pink Cabana meeting - November 6, 2024 - Chris Christensen & Bruce Underwood (value exceeding policy will be reimbursed)		
			6355	\$ 271.66	Zoom webinar/audio conference expense		
			6325	\$ 749.38	ezCater - sponsorship of Coachella Valley Women Leaders Luncheon - November 14, 2024 - Coachella, CA	CEO Discretionary Fund	
			5230	\$ 100.00	GCVCC - Peace Officer & Public Safety Luncheon - November 20, 2024 - Director De Lara		
			5160	\$ 100.00	GCVCC - Peace Officer & Public Safety Luncheon - November 20, 2024 - Chris Christensen		
			5240	\$ 308.28	Panera - food for November 14, 2024, staff retreat - Chris Christensen, Donna Craig, Alejandro Espinoza Santacruz, Eric Taylor, Will Dean, Andrea Hayles, Meghan Kane, Jorge Rodriguez, Gracie Montano, Erica Huskey, Consuelo Marquez		
			5240	\$ 165.94	Sherman's Deli - breakfast food for November 14, 2024, staff retreat - Chris Christensen, Donna Craig, Alejandro Espinoza Santacruz, Eric Taylor, Will Dean, Andrea Hayles, Meghan Kane, Jorge Rodriguez, Gracie Montano, Erica Huskey, Consuelo Marquez		
			6130	\$ 570.00	AICPA Membership - Chris Christensen		
			6360	\$ 59.38	Crown Awards - Engraving for Recognition awards for Vice-President Zavala, Director Zandle		
			6360	\$ 237.03	Crown Awards - Recognition awards for Vice-President Zavala, Director Zandle		
			5240	\$ 154.47	Panera - food for November 20, 2024, Environmental Health Summit 2025 concepts meeting - Chris Christensen, Donna Craig, Alejandro Espinoza Santacruz, Will Dean, Andrea Hayles, Gracie Montano, Jeff Hocker		
				\$ 5,333.47			

Desert Healthcare District							
Details for Credit Card Expenditures							
Credit Card Purchases - November 2024 - Paid November 2024							
Number of Credit Cards Held by District Personnel -3							
Credit Card Limit - \$75,000							
Credit Card Holders:							
Chris Christensen - Chief Executive Officer							
Eric Taylor - Chief Administration Officer							
Alejandro Espinoza Santacruz - Chief of Community Engagement							
Routine types of charges:							
Office supplies, dues for membership, computer supplies, meals, travel including airlines and hotels, catering, supplies for BOD meetings, CEO Discretionary for small grant & gift items							
Statement							
Year	Month Charged	Total Charges	Expense Type	Amount	Purpose	Description	
			<b>Eric Taylor</b>				
			GL	Dollar	Description		
			6355	\$ 99.07	Dropbox - additional license for new employee		
			6355	\$ 180.88	Adobe - additional adobe pro license for new employee		
			6530	\$ 16.99	Desert Sun subscription - marketing		
				<b>\$ 296.94</b>			
			<b>Alejandro Espinoza Santacruz</b>				
			GL	Dollar	Description		
			5240	\$ 123.00	Door Dash - food for November 08, 2024 Air Quality RFP meeting with Donna Craig, Gracie Montano, Erica Huskey, Meghan Kane, and Alejandro Espinoza Santacruz		
				<b>\$ 123.00</b>			

**Desert Healthcare District**  
**Details for Credit Card Expenditures**  
**Credit Card Purchases - October 2024 - Paid November 2024**

Number of Credit Cards Held by District Personnel -1							
Credit Card Limit - \$20,000 - Chris							
Credit Card Holders:							
Chris Christensen - CEO							
Routine types of charges:							
Office supplies, dues for membership, computer supplies, meals, travel including airlines and hotels, catering, supplies for BOD meetings, CEO Discretionary for small grant & gift items							
<b>Statement</b>							
	Month	Total	Expense				
Year	Charged	Charges	Type	Amount	Purpose	Description	
		\$ 910.36					
Chris' Statement:							
2024	October	\$ 910.36	District				
			GL				
				6355	\$ 910.36	Description	
					\$ 910.36	Microsoft 365 Annual Subscriptions	
					<b>\$ 910.36</b>		

**Las Palmas Medical Plaza  
Check Register - LPMP  
As of November 30, 2024**

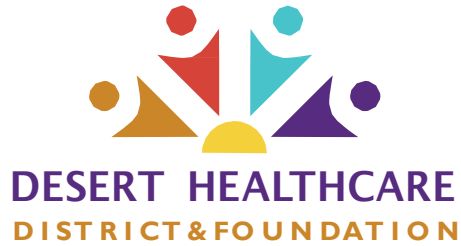
Type	Date	Num	Name	Amount
<b>1000 - CHECKING CASH ACCOUNTS</b>				
<b>1044 - Las Palmas Medical Plaza - 1241</b>				
Bill Pmt -Check	11/08/2024	10989	County of Riverside-Dept of Env. Health	(567)
Bill Pmt -Check	11/08/2024	10990	Desert Air Conditioning Inc.	(243)
Bill Pmt -Check	11/08/2024	10991	Palm Springs Disposal Services Inc	(2,342)
Bill Pmt -Check	11/13/2024	10992	Frazier Pest Control, Inc.	(275)
Bill Pmt -Check	11/13/2024	10993	Southern California Edison	(745)
Bill Pmt -Check	11/18/2024	10994	Matthew Jennings Riverside Co. Treasurer	(36,576)
Check	11/22/2024		Bank Service Charge	(511)
Bill Pmt -Check	11/25/2024	10995	Desert Water Agency	(962)
Bill Pmt -Check	11/25/2024	10996	Frontier Communications	(317)
Bill Pmt -Check	11/25/2024	10997	Stericycle, Inc.	(1,411)
Bill Pmt -Check	11/25/2024	10998	Desert Air Conditioning Inc.	(728)
<b>TOTAL</b>				<b>(44,677)</b>

**Las Palmas Medical Plaza  
Check Register - LPMP  
As of November 30, 2024**

Type	Date	Num	Name	Amount
<b>1000 - CHECKING CASH ACCOUNTS</b>				
<b>1044 - Las Palmas Medical Plaza - 1241</b>				
Bill Pmt -Check	11/08/2024	10989	County of Riverside-Dept of Env. Health	(567)
Bill Pmt -Check	11/08/2024	10990	Desert Air Conditioning Inc.	(243)
Bill Pmt -Check	11/08/2024	10991	Palm Springs Disposal Services Inc	(2,342)
Bill Pmt -Check	11/13/2024	10992	Frazier Pest Control, Inc.	(275)
Bill Pmt -Check	11/13/2024	10993	Southern California Edison	(745)
Bill Pmt -Check	11/18/2024	10994	Matthew Jennings Riverside Co. Treasurer	(36,576)
Check	11/22/2024		Bank Service Charge	(511)
Bill Pmt -Check	11/25/2024	10995	Desert Water Agency	(962)
Bill Pmt -Check	11/25/2024	10996	Frontier Communications	(317)
Bill Pmt -Check	11/25/2024	10997	Stericycle, Inc.	(1,411)
Bill Pmt -Check	11/25/2024	10998	Desert Air Conditioning Inc.	(728)
<b>TOTAL</b>				<b>(44,677)</b>

**Desert Healthcare District  
CEO Discretionary Fund  
July through November 2024**

<b>Date</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
<b>6325 - CEO Discretionary Fund</b>			
07/30/2024	Codex Creation Committee (RWLM)	2024 Run With Los Muertos Community Sponsorship	1,000
07/30/2024	Transgender Health and Wellness Center	Silver Flame Sponsorship for Transgender Day of Remembrance - November 20, 2024	1,000
08/06/2024	Riverside County Physician's Memorial Fdn	Silver Sponsorship for 14th Annual Caring for Our Future Medical Scholarship Fundraiser - October 30, 2024 - Approved by Board President	3,000
08/12/2024	The LGBTQ Community Center	Patron Sponsor for 2024 Center Stage Event - October 19, 2024 - Board President approved	5,000
08/13/2024	UC Riverside Foundation	UCR SOM 2024 Celebration of Medical Education Gala - Friend Sponsor	2,500
08/13/2024	Lift To Rise	\$2,500 sponsorship for Lift To Rise's 2nd annual Community Investment Awards	2,500
08/15/2024	Coachella Valley Economic Partnership	Silver Sponsorship for CVEP 2024 Greater Palm Springs Summit - November 19, 2024 - Board President approved	5,000
08/22/2024	Inland Coalition on Aging	Silver Sponsorship for Inland Coalition on Aging Conference - September 27, 2024	500
08/28/2024	Boo2Bullying	Silver Sponsorship for 2nd Annual Kick Bullying To The Curb event - September 28, 2024	1,000
10/23/2024	Codex Creation Committee (RWLM)	2024 Run With Los Muertos Community Sponsorship - Addendum Payment #2	2,000
10/23/2024	ABC Recovery Center, Inc.	ABC Recovery Center Bronze Sponsor \$2,500 Oasis of Hope Gala November 1, 2024	2,500
10/23/2024	Cove Communities Senior Association	Cody Sponsor - Season Kickoff Cocktail Reception Fundraiser November 1, 2024	2,500
11/12/2024	Inland Caregiver Resource Center	Inland Caregiver Resource Center Caregiver Appreciation Month Silver Sponsor \$500 November 30, 2024	500
11/13/2024	Latino Medical Student Association	Latino Medical Student Association - West Region Table Sponsor Gala Sponsorship \$2,000 February 7-8, 2025, at UCR Medical	2,000
11/13/2024	Parkinsons Resource Organization Inc	Silver Sponsor \$2500 - Parkinson's Today: An Educational Symposium February 8, 2025, at UCR Palm Desert Campus	2,500
11/25/2024	U.S. Bank	EzCater - sponsorship of Coachella Valley Women Leaders Luncheon - November 14, 2024 - Coachella, CA	749
11/26/2024	Alianza Coachella Valley	Celebrando Nuestro Impacto January 30, 2025 - Awards Sponsor \$5,000 - Board Approved	5,000
11/26/2024	Jewish Family Service of the Desert	Jewish Family Services of the Desert 22nd Annual Patron Party December 8, 2024 - \$5,000 Sponsorship - Board Approved	5,000
11/26/2024	Brothers of the Desert	Brothers of the Desert 6th Annual Wellness Summit March 22, 2025, - Organization Champion Sponsorship \$5,000 - Board Approved	5,000
<b>TOTAL</b>			<b>49,249</b>



**MEMORANDUM**

DATE: December 11, 2024  
 TO: Finance & Administration Committee  
 RE: Retirement Protection Plan (RPP)

Current number of participants in Plan:

	<u>October</u>	<u>November</u>
Active – still employed by hospital	58	58
Vested – no longer employed by hospital	46	46
Former employees receiving annuity	<u>6</u>	<u>6</u>
Total	<u>110</u>	<u>110</u>

The outstanding liability for the RPP is approximately **\$2.6M** (Actives - \$1.4M and Vested - \$1.2M). US Bank investment account balance \$4.4M. Per the June 30, 2024, Actuarial Valuation, the RPP has an Overfunded Pension Asset of approximately **\$1.7M**.

The payouts, excluding monthly annuity payments, made from the Plan for the five months ended November 30, 2024, totaled approximately **\$66K**. Monthly annuity payments (6 participants) total **\$903** per month.

DESERT HEALTHCARE DISTRICT							
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE							
November 30, 2024							
TWELVE MONTHS ENDING JUNE 30, 2025							
Grant ID Nos.	Name	Approved	6/30/2024	Current Yr	Total Paid Prior Yrs	Total Paid Current Yr	Open
		Grants - Prior Yrs	Bal Fwd	2024-2025	July-June	July-June	BALANCE
2014-MOU-BOD-11/21/13	Memo of Understanding CVAG CV Link Support	\$ 10,000,000	\$ 1,650,000		\$ -		\$ 1,650,000
2022-1325-BOD-06-28-22	Vision Y Compromise - CVEC Unrestricted Grant Funds - 2 Yrs.	\$ 150,000	\$ 15,000		\$ (3,063)		\$ 18,063
	Unexpended funds Grant #1325						\$ (18,063)
2022-1327-BOD-06-28-22	Youth Leadership Institute - Youth Voice in Mental Health - 2 Yrs.	\$ 50,000	\$ 5,000		\$ 332		\$ 4,668
	Unexpended funds Grant #1327						\$ (4,668)
2022-1328-BOD-06-28-22	El Sol - Expanding Access to Educational Resources for Promotoras - 2 Yrs.	\$ 150,000	\$ 15,000		\$ 12,032		\$ 2,968
	Unexpended funds Grant #1328						\$ (2,968)
2022-1331-BOD-06-28-22	Pueblo Unido - Improving Access to Behavioral Health Education & Prevention Services - 2 Yrs.	\$ 50,000	\$ 5,000		\$ 5,000		\$ -
2022-1324-BOD-07-26-22	Galilee Center - Our Lady of Guadalupe Shelter - 2 Yrs.	\$ 100,000	\$ 10,000		\$ 10,000		\$ -
2022-1332-BOD-07-26-22	Alianza CV - Expanding & Advancing Outreach Through Increasing Capacity Development - 2 Yrs.	\$ 100,000	\$ 10,000		\$ -		\$ 10,000
2022-1329-BOD-09-27-22	DPMG - Mobile Medical Unit - 3 Yrs.	\$ 500,000	\$ 252,458		\$ 39,304		\$ 213,154
2022-1358-BOD-10-25-22	Foundation for Palm Springs Unified School District - School-Based Wellness Center Project - 1 Yr.	\$ 110,000	\$ 60,500		\$ -		\$ 60,500
2022-1362-BOD-10-25-22	Jewish Family Service of the Desert - Mental Health Counseling Services for Underserved - 2 Yrs.	\$ 160,000	\$ 16,000		\$ -		\$ 16,000
2022-1326-BOD-12-20-22	TODEC - TODEC's Equity Program - 2 Yrs.	\$ 100,000	\$ 55,000		\$ 22,500		\$ 32,500
2022-1330-BOD-12-20-22	OneFuture Coachella Valley - Building a Healthcare Workforce Pipeline - 2 Yrs.	\$ 605,000	\$ 196,625		\$ 68,063		\$ 128,563
2023-1333-BOD-01-24-23	Organizacion en California de Lideres Campesinas - Healthcare Equity for ECV Farmworker Women - 2 Yrs.	\$ 150,000	\$ 48,750		\$ -		\$ 48,750
2023-1363-BOD-01-24-23	Pegasus Riding Academy - Pegasus Equine Assisted Therapy - 1 Yr.	\$ 60,092	\$ 6,012		\$ 1,593		\$ 4,419
	Unexpended funds Grant #1363						\$ (4,419)
2023-1391-BOD-05-23-23	Lift To Rise - Driving Regional Economic Stability Through Collective Impact - 3 Yrs.	\$ 900,000	\$ 630,000		\$ 135,000		\$ 495,000
2023-1392-BOD-05-23-23	Galilee Center - Galilee Center Extended Shelter - 1 Yr.	\$ 268,342	\$ 26,834		\$ 26,834		\$ -
2023-1393-BOD-06-27-23	DAP Health - DAP Health Expands Access to Healthcare - 1 Yr.	\$ 1,025,778	\$ 102,578		\$ 102,578		\$ -
2023-1389-BOD-07-25-23	Step Up on Second Street - Step Up's ECM/LOS Programs in the Coachella Valley - 1 Yr.	\$ 64,401	\$ 35,421		\$ 26,706		\$ 8,715
	Unexpended funds Grant #1389						\$ (8,715)
2023-1394-BOD-07-25-23	CSU San Bernardino Palm Desert Campus Nursing Street Medicine Program - 1 Yr.	\$ 73,422	\$ 7,342		\$ 6,290		\$ 1,052
	Unexpended funds Grant #1394						\$ (1,052)
2023-1400-BOD-09-26-23	Desert Arc - Desert Arc Health Care Program - 1 Yr.	\$ 291,271	\$ 94,663		\$ 94,663		\$ -
2023-1404-BOD-09-26-23	Martha's Village and Kitchen - Homeless Housing & Wrap-Around Services Expansion - 2 Yrs.	\$ 369,730	\$ 203,352		\$ -		\$ 203,352
2023-1405-BOD-09-26-23	Variety Children's Charities of the Desert - Expansion of Core Programs & Services - 1Yr.	\$ 120,852	\$ 12,086		\$ -		\$ 12,086
2023-1408-BOD-10-24-23	Coachella Valley Volunteers In Medicine - Ensuring Access to Healthcare - 1 Yr.	\$ 478,400	\$ 155,480		\$ 107,640		\$ 47,840
2023-1410-BOD-10-24-23	Alianza Nacional de Campesinas, Inc. - Coachella Valley Farmworkers Food Distribution - 1 Yr.	\$ 57,499	\$ 5,749		\$ -		\$ 5,749
2023-1413-BOD-10-24-23	Voices for Children - Court Appointed Special Advocate Program - 1 Yr.	\$ 81,055	\$ 8,107		\$ -		\$ 8,107
2023-1412-BOD-10-24-23	DPMG - DPMG Health Community Medicine - 2 Yrs.	\$ 1,057,396	\$ 876,622		\$ 58,436		\$ 818,186
2023-1403-BOD-12-19-23	Vision To Learn - Palm Desert & Coachella Valley VTL Program - 1 Yr.	\$ 50,000	\$ 27,500		\$ 22,500		\$ 5,000
2023-1419-BOD-12-19-23	Blood Bank of San Bernardino/Riverside Counties - LifeStream's Attracting New Donors Initiative - 1 Yr.	\$ 104,650	\$ 57,558		\$ -		\$ 57,558
2023-1420-BOD-12-19-23	Braille Institute of America - Low Vision Telehealth Services - 1Yr.	\$ 36,697	\$ 20,183		\$ 16,514		\$ 3,669
2023-1421-BOD-12-19-23	Olive Crest - General Support for Counseling & Mental Health Services to Vulnerable Children & Families - 2 Yrs.	\$ 359,594	\$ 278,686		\$ 80,908		\$ 197,778
2024-1429-BOD-02-27-24	Desert Cancer Foundation - Patience Assistance Program & Community Outreach - 1 Yr.	\$ 163,750	\$ 90,063		\$ 73,687		\$ 16,376
2024-1432-BOD-04-23-24	Variety Children's Charities of the Desert - Outreach & Future Program Expansion - 2Yrs.	\$ 102,949	\$ 79,786		\$ -		\$ 79,786
2024-1437-BOD-04-23-24	Youth Leadership Institute - Community Advocates for Resilient Emotional Safety - 2 Yrs.	\$ 100,000	\$ 77,500		\$ -		\$ 77,500
2024-1441-BOD-04-23-24	DAP Health - DAP Health Community Health Workers Build Community Connections - 2 Yrs.	\$ 125,000	\$ 96,875		\$ -		\$ 96,875
2024-1443-BOD-04-23-24	Voices for Children - Court Appointed Special Advocate Program - 2 Yrs.	\$ 60,000	\$ 46,500		\$ -		\$ 46,500
2024-1445-BOD-04-23-24	The Joslyn Center - Increasing Behavioral Health Access & Social Connectedness - 2 Yrs.	\$ 200,000	\$ 155,000		\$ -		\$ 155,000
2024-1452-BOD-04-23-24	El Sol - Coachella Valley Community Assistance, Resources, & Empowerment Services - 2 Yrs.	\$ 200,000	\$ 155,000		\$ -		\$ 155,000
2024-1453-BOD-04-23-24	Vision y Compromiso - Cultivando Community Connections - 2 Yrs.	\$ 199,914	\$ 154,934		\$ -		\$ 154,934
2024-1455-BOD-04-23-24	Angel View - Outreach Program to Reduce Social Isolation & Loneliness - 2 Yrs.	\$ 86,250	\$ 66,844		\$ -		\$ 66,844
2024-1460-BOD-05-28-24	ABC Recovery Center - Nursing Care and Prescription Medications - 1 Yr.	\$ 150,134	\$ 82,574		\$ -		\$ 82,574
2024-BOD-06-25-24	Carry over of remaining Fiscal Year 2023/2024 Funds*	\$ 305,939	\$ 305,939		\$ 305,939		\$ -
2024-1469-MINI-08-01-24	The Bridges 2 Hope - Mini-Grant - 1 Yr.			\$ 10,000		\$ 10,000	\$ -
2024-1473-MINI-08-14-24	Theresa A. Mike Scholarship Foundation - Mini-Grant - 1 Yr.			\$ 10,000		\$ 10,000	\$ -
2024-1465-BOD-09-30-24	UCR - Increasing Access to Primary Care for Latinx and Indigenous Latin American Patients in the CV - 2 Yrs.			\$ 228,863		\$ 51,494	\$ 177,369
2024-1472-BOD-09-30-24	Riverside County Office of Education Alternative Education - Cross County Support: Mental Health for CV Students - 1 Yr.			\$ 199,874		\$ 89,943	\$ 109,931
						\$ -	\$ -
<b>TOTAL GRANTS</b>		\$ 19,318,115	\$ 6,198,521	\$ 448,737	\$ 1,213,454	\$ 161,437	\$ 5,232,481
<b>Amts available/remaining for Grant/Programs - FY 2024-25:</b>							
Amount budgeted 2024-2025			\$ 5,000,000				11/30/2024
Amount granted YTD:			\$ (448,737)				G/L Balance:
Financial Audits of Non-Profits; Organizational Assessments;						2131	\$ 4,093,700
Net adj - Grants not used:	FY 2023-2024 Carry Over Funds; 1325; 1327; 1328; 1363; 1394		\$ 345,824			2281	\$ 1,138,781
Matching external grant contributions			\$ -				
<b>Balance available for Grants/Programs</b>			\$ 4,897,087			<b>Total</b>	\$ 5,232,481
							\$ 0





**DESERT HEALTHCARE**  
**DISTRICT & FOUNDATION**

Date: December 11, 2024  
To: Finance & Administration Committee  
Subject: Lease Agreement – DPMG Health, Suite 1W-104

---

**Staff Recommendation:** Consideration to approve the draft lease agreement for DPMG Health at the Las Palmas Medical Plaza.

**Background:**

- DPMG Health is a current tenant at the medical plaza and currently operates the District’s two mobile medical units.
- DPMG would like to lease additional space for clinical services.
- The lease term is five (5) years, starting at \$1.75 sq/ft.
- Annual increases are the greater of 3% or CPI.
- Tenant Improvement allowance is \$10 sq/ft - \$10,240.
- Staff recommends approval of the lease agreement.
- Draft lease agreement is attached for review.

**Fiscal Impact:**

Estimated Revenue from Rent and CAMs for life of the base lease - \$167,006.

Estimated Cost of Tenant Improvement Allowance (\$10.00/sf) – \$10,240.

Net Lease Income (base lease) - \$156,766.

**OFFICE BUILDING LEASE**

**Between**

**DESERT HEALTHCARE DISTRICT,  
DOING BUSINESS AS LAS PALMAS MEDICAL PLAZA  
AS LANDLORD**

**And**

**DPMG HEALTH**

**AS TENANT**

**DATED**

**JANUARY 1, 2025**

**Table of Contents**

	<b>Page</b>
1. LEASE OF PREMISES.....	1
2. DEFINITIONS.....	1
3. EXHIBITS AND ADDENDA.....	2
4. DELIVERY OF POSSESSION.....	2
5. RENT.....	3
6. INTEREST AND LATE CHARGES.....	6
7. SECURITY DEPOSIT.....	6
8. TENANT’S USE OF THE PREMISES.....	6
9. SERVICES AND UTILITIES.....	7
10. CONDITION OF THE PREMISES.....	8
11. CONSTRUCTION, REPAIRS AND MAINTENANCE.....	8
12. ALTERATIONS AND ADDITIONS.....	9
13. LEASEHOLD IMPROVEMENTS; TENANT’S PROPERTY.....	10
14. RULES AND REGULATIONS.....	10
15. CERTAIN RIGHTS RESERVED BY LANDLORD.....	10
16. ASSIGNMENT AND SUBLETTING.....	11
17. HOLDING OVER.....	12
18. SURRENDER OF PREMISES.....	12
19. DESTRUCTION OR DAMAGE.....	12
20. EMINENT DOMAIN.....	13
21. INDEMNIFICATION.....	14
22. TENANT’S INSURANCE.....	14
23. WAIVER OF SUBROGATION.....	15
24. SUBORDINATION AND ATTORNMENT.....	15
25. TENANT ESTOPPEL CERTIFICATE.....	16

26. TRANSFER OF LANDLORD’S INTEREST..... 16

27. DEFAULT..... 16

28. BROKERAGE FEES. .... 18

29. NOTICES..... 18

30. GOVERNMENT ENERGY OR UTILITY CONTROLS..... 18

31. RELOCATION OF PREMISES..... 19

32. QUIET ENJOYMENT..... 19

33. OBSERVANCE OF LAW..... 19

34. FORCE MAJEURE..... 19

35. CURING TENANT’S DEFAULTS..... 20

36. SIGN CONTROL..... 20

37. MISCELLANEOUS..... 2

DRAFT

OFFICE BUILDING LEASE

This Lease between Desert Healthcare District, doing business as Las Palmas Medical Plaza hereinafter referred to as "Landlord", and DPMG Health, a 501(c)(3), hereinafter referred to as "Tenant", and is dated January 1, 2025.

I. LEASE OF PREMISES.

In consideration of the Rent (as defined at Section 5.4) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises described in Section 2L. The Premises are located within the Building and Project described in Section 2m. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants, and invitees, to use of the Common Areas (as defined at Section 2e).

2. DEFINITIONS.

As used in this Lease, the following terms shall have the following meanings:

a. Base Rent (Initial): \$ Twenty-One Thousand, Five Hundred Four & 00/100 (\$21,504.00) per year.

b. Base Year: The calendar year of January 1 to December 31.

c. Broker(s):

Landlord's: N/A.

Tenant's: N/A.

In the event that N/A represents both Landlord and Tenant, Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

d. Commencement Date: January 1, 2025.

e. Common Areas: The building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.

f. Expiration Date: December 31, 2029, unless otherwise sooner terminated in accordance with the provisions of this Lease.

g. Landlord's Mailing Address: 1140 N. Indian Canyon Dr., Palm Springs, CA 92262.

Tenant's Mailing Address: 555 E. Tachevah Dr. 1E-204, Palm Springs, CA 92262.

h. Monthly Installments of Base Rent (initial): \$ One Thousand, Seven Hundred Ninety-Two & 00/100 (\$1,792.00) per month.

i. Project Operating Costs (CAMs): Currently Eighty-Six Cents (\$0.86) per square foot per month.

- j. *Tenant Improvement Allowance (TI)*: Ten Dollars (\$10.00) per square foot or Ten Thousand, Two Hundred Forty & 00/100 (\$10,240).
- k. *Parking*: Tenant shall be permitted, to park 5 cars on a non-exclusive basis in the area(s) designated by Landlord for parking (for Staff - generally in the back of the parking area, perimeter streets, and Wellness Park parking lot). Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator.
- l. *Premises*: That portion of the Building containing approximately 1,024 square feet of Rentable Area, located in Building IW and known as Suite 104.
- m. *Project*: The building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at 555 E. Tachevah Drive, Palm Springs, California 92262. The Project is known as The Las Palmas Medical Plaza.
- n. *Rentable Area*: As to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.
- o. *Security Deposit (Section 7)*: \$ No security deposit will be required.
- p. *State*: the State of California.
- q. *Tenant's First Adjustment Date (Section 5)*: The first day of the calendar month following the Commencement Date plus 12 months.
- r. *Tenant's Proportionate Share*: 2.07%. Such share is a fraction, the numerator of which is the Rentable Area of the Premises and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of six building(s) containing a total Rentable Area of 49,356 square feet.
- s. *Tenant's Use Clause (Article 8)*: Medically related office use consistent with and use the City may allow under the City of Palm Springs zoning, subject to Landlord's reasonable approval.
- t. *Term*: The period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

### 3. EXHIBITS AND ADDENDA.

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- a. Exhibit "A" Rules and Regulations.
- b. Addenda\*

\*See Addendum attached hereto and by this reference made a part hereof.

#### 4. DELIVERY OF POSSESSION.

If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession, "Delivery of possession" shall be deemed to occur on the date Landlord completes Landlord's Work as defined in Addendum. If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent.

#### 5. RENT.

5.1 *Payment of Base Rent:* Tenant agrees to pay the base rent for the premises. Monthly installments of Base Rent shall be payable in advance on the first day of each calendar month of the term. If the term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord the first Monthly Installment of Base Rent when Tenant executes the Lease.

5.2 *Adjusted Base Rent:*

- a. The Base Rent (and the corresponding monthly installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date.
- b. Such adjustment shall be the greater of 3% over the preceding year or Consumer Price Index.

5.3 *Project Operating Costs (CAMs):*

- a. In order that the Rent payable during the Term reflect Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all costs, expenses and obligations attributable to the Project and its operation as set forth in 2i, all as provided below.
- b. If, during any calendar year during the Term, Project Operating Costs exceed the Project Operating Costs for the Base Year, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this lease, an amount equal to Tenant's Proportionate Share of such excess Project Operating Costs in accordance with the provisions of this Section 5.3b.

(1.) The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

- (a.) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this lease or on the rent received under any other leases of space in the Building or Project, or (2) and license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transactions, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operation Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five

percent (85%) of the Rentable Area occupied, then the “taxes” component of Project Operating Costs shall be adjusted by Landlord to reasonably Approximate the taxes, which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.

(b.) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project tenant); (6) operation and maintenance of a room for delivery and distribution of mail to tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair market value of any on-site manager’s office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs) (i) required by a governmental entity for energy conservation or life safety purposes, or (ii) made by landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the “operating costs” component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

(2.) Tenant’s Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:

(a.) Beginning with the calendar year following the Base Year and for each calendar year thereafter (“comparison Year”), Tenant shall pay Landlord an amount equal to Tenant’s Proportionate Share of the Project Operating Costs incurred by Landlord in the Comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the “Excess Expenses.”

(b.) To provide for current payments of Excess Expenses, Tenant shall, at Landlord’s request, pay as additional rent during each Comparison Year, an amount equal to Tenant’s Proportionate Share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expense for each Comparison Year and Tenant’s Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.

(c.) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant’s Proportionate Share of the Excess Expenses for the preceding Comparison Year. If Tenant’s Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments



made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate Share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If the credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this Section 5.3 shall survive the Expiration Date.

- (d.) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.
- (e.) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).
- (f.) If this Lease sets forth an Expense Stop at Section 2f, then during the Term, Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3(2)(b) and (c) above.

5.4 *Definition of Rent*: The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.

5.5 *Rent Control*: If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.

5.6 *Taxes Payable by Tenant*: In addition to the Rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

5.7 *Tenant Improvement Allowance*: In recognition for Tenant completing all improvements to the premises as mutually agreed by Landlord and Tenant, Landlord shall provide Tenant with a total Tenant improvement allowance not to exceed

that set forth in Section 2j upon completion of agreed Tenant improvements. This allowance will be reimbursed to tenant upon satisfactory receipt of paid invoices and inspection by Property Management that work has been satisfactorily completed. Any additional tenant improvements will be at the sole expense of the Tenant. Improvements shall conform to a high quality of design approved by Landlord prior to commencement of work and shall be performed by a licensed General Contractor approved by Landlord in advance. Tenant shall submit plans and specifications for any and all improvements to Landlord, and where necessary, the City of Palm Springs and other applicable government agencies for their required approval (if any) prior to commencement of work. Tenant and the General Contractor shall indemnify and hold Landlord and its officers, agents and employees harmless from any liability resulting from the tenant improvement work and shall be named as an additional insured on the insurance policy of both the Tenant and the General Contractor. All costs shall be subject to prevailing wages and if construction costs exceed \$25,000, then the tenant improvements shall also be subject to California competitive bid statutes.

#### 6. INTEREST AND LATE CHARGES.

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within five (5) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

#### 7. SECURITY DEPOSIT.

Tenant agrees to deposit with Landlord the Security Deposit set forth at Section 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer, or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

If Tenant fails to pay Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the Security Deposit, Tenant shall, within ten (10) days after written demand, therefore, restore the Security Deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at Article 27 hereof. Within fifteen (15) days after the Term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obligations hereunder, Landlord shall return the Security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

#### 8. TENANT'S USE OF THE PREMISES

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project, or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything, which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Article. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

#### 9. SERVICES AND UTILITIES.

Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during generally recognized business days, and during hours determined by Landlord in its sole discretion, and subject to the Rules and Regulations of the Building or Project, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in Landlord's judgment for the comfortable use and occupancy of the Premises. If Tenant desires HVAC at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant and Tenant shall pay Landlord's charges therefore on demand. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If Tenant uses heat generating machines or equipment in the Premises which affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

Tenant shall not, without the written consent of Landlord, use any apparatus or devise in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general office space, as determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general office space (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord Promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for

such services by the local public utility plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not installed, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord at Tenant's expense.

Nothing contained in this Article shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by Landlord in keeping account of the utilities so consumed. Tenant shall be responsible for the maintenance and repair of any such meters at its sole cost.

Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, window washing and janitor services of common area in a manner that such services are customarily furnished to comparable office buildings in the area.

#### 10. CONDITION OF THE PREMISES.

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession of the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

#### 11. CONSTRUCTION, REPAIRS AND MAINTENANCE.

a. *Landlord's Obligations:* Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other tenant in the Building.

b. *Tenant's Obligations:*

(1.) Tenant shall perform Tenant's Work to the Premises as described in an exhibit specific to Tenant Improvements, if applicable."

(2.) Tenant at Tenant's sole expense shall, except for services furnished by Landlord pursuant to Article 9 hereof, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, Building Standard furnishings and special items and equipment installed by or at the expense of Tenant.

(3.) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

(4.) If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no

liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

- c. *Compliance with Law*: Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.
- d. *Waiver by Tenant*: Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.
- e. *Load and Equipment Limits*: Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install business machines or mechanical equipment which cause noise or vibration to such a degree as to be objectionable to Landlord or other Building tenants.
- f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

## 12. ALTERATIONS AND ADDITIONS.

- a. Tenant shall not make any additions, alterations, or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations, or improvements upon the expiration of the term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.
- b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12a, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notice at any reasonable time.

- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1.5) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligations under Section 12b to keep the Premises, Building and Project free of all liens.
- d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

### 13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.

- a. All fixtures, equipment, improvements, and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.
- b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

### 14. RULES AND REGULATIONS.

Tenant agrees to comply with (and cause its agents, contractors, employees, and invitees to comply with) the rules and regulations attached hereto as Exhibit "D" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other tenants or occupants of the Building of Project.

### 15. CERTAIN RIGHTS RESERVED BY LANDLORD.

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Premises, or (c) disturbing Tenant's use or possession of the Premises:

- a. To name the Building and Project and to change the name or street address of the Building or Project;
- b. To install and maintain all signs on the exterior and interior of the Building and Project;

- c. To have pass keys to the Premises and all doors within the Premises, eluding Tenant's vaults and safes;
- d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six months of the Term, to show the Premises to prospective tenants thereof; and
- e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

**16. ASSIGNMENT AND SUBLETTING.**

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 16.

- a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.
- b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or subtenant on the following further conditions:
  - (1.) Landlord shall have the right to approve such proposed assignee or subtenant, which approval shall not be unreasonably withheld;
  - (2.) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;
  - (3.) No assignment or sublease shall be valid, and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;
  - (4.) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained; and
  - (5.) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased), plus (ii) any real estate brokerage commissions or fees payable in

connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.

- c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.
- d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant, or successor. Landlord may consent to subsequent assignments of the Lease or sub lettings or amendments or modifications to the Lease with assignees of tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereof and any such actions shall not relieve Tenant of liability under this Lease.
- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100 Dollars (\$150.00) plus any attorney's fees reasonably incurred by Landlord in connection with such act or request.

#### 17. HOLDING OVER.

If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.

#### 18. SURRENDER OF PREMISES.

- a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.
- b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.

#### 19. DESTRUCTION OR DAMAGE.



- a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements, or other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees, or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.
- b. If in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration, and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building, or Project as a result of any damage from fire or other casualty.
- e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building, or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absent of express agreement, shall have no application.

**20. EMINENT DOMAIN.**

- a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon such partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.
- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment, or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title, and interest in any award, judgment, or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the

condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.

- c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expenses for the repair, restoration, and replacement of any other Leasehold improvements and Tenant's Property.

## 21. INDEMNIFICATION.

- a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity, or other things allowed or suffered by Tenant to be done in, on, or about the Premises; (2) any breach or default by Tenant of any of the Tenant's obligations under this Lease; or (3) any negligent or otherwise tortuous act or omission of Tenant, its agents, employees, invitees, or contractors. Tenant shall at Tenant's expense and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees, and any other expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on, or about the Premises from any cause.
- b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees, or customers or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other tenant of the Building or Project.

## 22. TENANT'S INSURANCE.

- a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees, and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees, or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee, and Tenant as required by this Lease.

- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions, or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise, and other personal property from time to time in, on, or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism, and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) above be paid to Landlord, and the proceeds under (ii) above be paid to Tenant.
- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for, and maintain in effect worker's compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation, or condition of the Premises, and the operations of Tenant in, on, or about the Premises, providing broad form property damage coverage for not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) each occurrence, and property damage liability insurance with a limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000) each accident.
- d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increases in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as is set forth in Section 5.2 hereof for the adjustment of the Base Rent.

**23. WAIVER OF SUBROGATION.**

Landlord and Tenant each hereby waive all rights or recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended overage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

**24. SUBORDINATION AND ATTORNMENT.**

Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or thereafter to be made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor or Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure, or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee, or lessor, as the case may be, and recognize that party as Landlord under this Lease provided such party acquires and accepts the Premises subject to this Lease.

## 25. TENANT ESTOPPEL CERTIFICATE.

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee, or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counter-claim, or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

## 26. TRANSFER OF LANDLORD'S INTEREST.

In the event of any sale or transfer by Landlord of the Premises, Building, or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence, or omission relating to the Premises, Building, Project, or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

## 27. DEFAULT.

27.1. *Tenant's Default.* The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition, or agreement contained in this lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
- d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody, or control of Tenant or any substantial part of its property and such jurisdiction, custody, or control remains in force unrelinquished, unstayed, or unterminated for a period of forty-five (45) days; or
- g. If in any proceeding or action in which Tenant is not a party, a trustee, receiver, agent, or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or

- h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above.

27.2. *Remedies.* In the event of Tenant's default hereunder, then, in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

- a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
- b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Re-enter the Premises under the provisions of subparagraph b and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraph b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting, which is applied against, the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

- (1.) *Past Rent.* The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
- (2.) *Rent Prior to Award.* The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (3.) *Rent After Award.* The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant provides could be reasonably avoided; plus
- (4.) *Proximately Caused Damages.* Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including, but not limited to, any costs or expenses (including attorneys' fees) incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining

the Premises after Tenant's default, (c) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award@ as used in subparagraphs 1 and 2 above is to be computed by allowing interest at the rate of ten percent (10%) per annum." The worth at the time of the award@ as used in subparagraph 3 above is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

The waiver by Landlord of any breach of any term, covenant, or condition of this Lease shall not be deemed a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant, or condition unless Landlord gives Tenant written notice of such waiver.

27.3 *Landlord's Default.* If Landlord fails to perform any covenant, condition, or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title, and interest in the Premises, Building, or Project, and no other real, personal, or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If, after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce, or offset any amount against any payments of Rent or any other charges due and payable under this Lease, except as otherwise specifically provided herein.

## 28. BROKERAGE FEES.

Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.c. Tenant shall indemnify and hold Landlord harmless from any cost, expenses, or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission, or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.

## 29. NOTICES.

All notices, approvals, and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Building manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.

## 30. GOVERNMENT ENERGY OR UTILITY CONTROLS.

In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event

of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.

### 31. RELOCATION OF PREMISES.

Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:

- a. The new premises shall be substantially the same in size, dimension, configuration, decor, and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
- b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
- c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
- d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
- e. If the new premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.
- f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base Rent, if any.

### 32. QUIET ENJOYMENT.

Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

### 33. OBSERVANCE OF LAW.

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between Landlord and Tenant.

### 34. FORCE MAJEURE.

Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the

work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 34 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

### 35. CURING TENANT'S DEFAULTS.

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.

### 36. SIGN CONTROL.

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

### 37. MISCELLANEOUS.

- a. *Accord and Satisfaction; Allocation of Payments:* No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.
- b. *Addenda:* If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.
- c. *Attorneys' Fees:* If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action, or proceeding.
- d. *Captions, Articles and Section Numbers:* The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.
- e. *Changes Requested by Lender:* Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such charge or amendment is requested.
- f. *Choice of Law:* This Lease shall be construed and enforced in accordance with the laws of the State of California.
- g. *Consent:* Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.



- h. *Corporate Authority*: If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the corporation, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.
- i. *Counterparts*: This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.
- j. *Execution of Lease; No Option*: The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.
- k. *Furnishing of Financial Statements; Tenant's Representations*: In order to induce Landlord to enter into this Lease, Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.
- l. *Further Assurances*: The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
- m. *Mortgagee Protection*: Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
- n. *Prior Agreements; Amendments*: This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
- o. *Recording*: Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
- p. *Severability*: A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
- q. *Successors and Assigns*: This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
- r. *Time of the Essence*: Time is of the essence of this Lease.
- s. *Waiver*: No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.

- t. *Compliance:* The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or other provision of the Lease.

The parties hereto have executed this Lease as of the dates set forth below.

Date:	_____	Date:	_____
Landlord:	<u>Desert Healthcare District</u>	Tenant:	<u>DPMG Health</u>
	<u>dba: Las Palmas Medical Plaza</u>		
By:	<u>Chris Christensen</u>	By:	<u>Tae Kim</u>
Signature:	_____	Signature:	_____
Title:	<u>CEO</u>	Title:	<u>CEO</u>

CONSULT YOUR ADVISORS This document has been prepared for approval by your attorney. No representation or recommendation is made as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. These are questions for your attorney.

In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or other person, with experience in evaluating the condition of the property, including the possible presence of asbestos, hazardous materials and underground storage tanks.

EXHIBIT "A"

RULES AND REGULATIONS

1. No sign, placard, pictures, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on entry door and directory shall be printed, painted, affixed, or inscribed at the expense of Landlord by a person approved by Landlord outside the Premises; provided, however, that Landlord may furnish and install a Building standard interior window covering at all exterior windows. Tenant shall not, without prior written consent of Landlord, cause or otherwise sunscreen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress and egress from their respective Premises.
3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of the rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.
5. Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
6. No furniture, freight or equipment of any kind shall be brought into the Building without the prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.
7. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substances in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises of the Building.
8. No cooking shall be done or permitted by any Tenant on the Premises, nor shall the Premises be used for storage of merchandise, for washing clothes, for lodging or for any improper, objectionable or immoral purposes.
9. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
10. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

11. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 p.m. and 8:00 a.m. the following day, access to the Building or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Building and the Building.
12. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.
13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the Landlord.
14. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.
15. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
16. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.
17. Landlord shall have the right to control and operate the public portions of the Building, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.
18. All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

\_\_\_\_\_  
Landlord's Initials

\_\_\_\_\_  
Tenant's Initials

ADDENDUM

Addendum to that certain Office Building Lease dated January 1, 2025, by and between Desert Healthcare District doing business as the Las Palmas Medical Plaza, as Landlord, and DPMG Health, a 501(c)(3), as Tenant for the property commonly known as Las Palmas Medical Plaza located 555 E. Tachevah Drive, Palm Springs, California 92262.

Page 1

In the event of any inconsistency between the Addendum language and the body of the Lease, the Addendum language shall prevail.

- 1. Commencement Date: January 1, 2025
- 2. Expiration Date: December 31, 2029
- 3. Rent Schedule:
 

01/01/2025 – 12/31/2025	\$1,792.00	
01/01/2026 – 12/31/2026	\$1,845.76	Greater of 3% or CPI
01/01/2027 – 12/31/2027	\$1,901.13	Greater of 3% or CPI
01/01/2028 – 12/31/2028	\$1,958.17	Greater of 3% or CPI
01/01/2029 – 12/31/2029	\$2,016.91	Greater of 3% or CPI
- 4. CAMs: Currently \$0.86 per square foot
- 5. Security Deposit: No security deposit will be required.

The foregoing is hereby agreed to and accepted:

Date: _____	Date: _____
Landlord: <u>Desert Healthcare District</u>	Tenant: <u>DPMG Health</u>
	<u>dba: Las Palmas Medical Plaza</u>
By: <u>Chris Christensen</u>	By: <u>Tae Kim</u>
Signature: _____	Signature: _____
Title: <u>CEO</u>	Title: <u>CEO</u>



**DESERT HEALTHCARE**  
DISTRICT & FOUNDATION

Date: December 11, 2024  
To: Finance & Administration Committee  
Subject: Lease Agreement – DPMG Health, Suite 3W-101

---

**Staff Recommendation:** Consideration to approve the draft lease agreement for DPMG Health at the Las Palmas Medical Plaza.

**Background:**

- DPMG Health is a current tenant at the medical plaza and currently operates the District's two mobile medical units.
- DPMG would like to lease additional space for clinical services.
- The lease term is five (5) years, starting at \$1.75 sq/ft.
- Annual increases are the greater of 3% or CPI.
- Tenant Improvement allowance is \$10 sq/ft - \$16,560.
- Staff recommends approval of the lease agreement.
- Draft lease agreement is attached for review.

**Fiscal Impact:**

Estimated Revenue from Rent and CAMs for life of the base lease - \$270,080.

Estimated Cost of Tenant Improvement Allowance (\$10.00/sf) – \$16,560.

Net Lease Income (base lease) - \$253,520.

**OFFICE BUILDING LEASE**

**Between**

**DESERT HEALTHCARE DISTRICT,  
DOING BUSINESS AS LAS PALMAS MEDICAL PLAZA  
AS LANDLORD**

**And**

**DPMG HEALTH**

**AS TENANT**

**DATED**

**JANUARY 1, 2025**

**Table of Contents**

	<b>Page</b>
1. LEASE OF PREMISES.....	1
2. DEFINITIONS.....	1
3. EXHIBITS AND ADDENDA.....	2
4. DELIVERY OF POSSESSION.....	2
5. RENT.....	3
6. INTEREST AND LATE CHARGES.....	6
7. SECURITY DEPOSIT.....	6
8. TENANT’S USE OF THE PREMISES.....	6
9. SERVICES AND UTILITIES.....	7
10. CONDITION OF THE PREMISES.....	8
11. CONSTRUCTION, REPAIRS AND MAINTENANCE.....	8
12. ALTERATIONS AND ADDITIONS.....	9
13. LEASEHOLD IMPROVEMENTS; TENANT’S PROPERTY.....	10
14. RULES AND REGULATIONS.....	10
15. CERTAIN RIGHTS RESERVED BY LANDLORD.....	10
16. ASSIGNMENT AND SUBLETTING.....	11
17. HOLDING OVER.....	12
18. SURRENDER OF PREMISES.....	12
19. DESTRUCTION OR DAMAGE.....	12
20. EMINENT DOMAIN.....	13
21. INDEMNIFICATION.....	14
22. TENANT’S INSURANCE.....	14
23. WAIVER OF SUBROGATION.....	15
24. SUBORDINATION AND ATTORNMENT.....	15
25. TENANT ESTOPPEL CERTIFICATE.....	16



26. TRANSFER OF LANDLORD’S INTEREST..... 16

27. DEFAULT..... 16

28. BROKERAGE FEES. .... 18

29. NOTICES..... 18

30. GOVERNMENT ENERGY OR UTILITY CONTROLS..... 18

31. RELOCATION OF PREMISES..... 19

32. QUIET ENJOYMENT..... 19

33. OBSERVANCE OF LAW..... 19

34. FORCE MAJEURE..... 19

35. CURING TENANT’S DEFAULTS..... 20

36. SIGN CONTROL..... 20

37. MISCELLANEOUS..... 2

DRAFT

OFFICE BUILDING LEASE

This Lease between Desert Healthcare District, doing business as Las Palmas Medical Plaza hereinafter referred to as "Landlord", and DPMG Health, a 501(c)(3), hereinafter referred to as "Tenant", and is dated January 1, 2025.

I. LEASE OF PREMISES.

In consideration of the Rent (as defined at Section 5.4) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises described in Section 2L. The Premises are located within the Building and Project described in Section 2m. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants, and invitees, to use of the Common Areas (as defined at Section 2e).

2. DEFINITIONS.

As used in this Lease, the following terms shall have the following meanings:

- a. *Base Rent (Initial)*: \$ Thirty-Four Thousand, Seven Hundred Seventy-Six & 00/100 (\$34,776.00) per year.
- b. *Base Year*: The calendar year of January 1 to December 31.
- c. *Broker(s)*:  
Landlord's: N/A.  
Tenant's: N/A.

In the event that N/A represents both Landlord and Tenant, Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

- d. *Commencement Date*: January 1, 2025.
- e. *Common Areas*: The building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.
- f. *Expiration Date*: December 31, 2029, unless otherwise sooner terminated in accordance with the provisions of this Lease.
- g. *Landlord's Mailing Address*: 1140 N. Indian Canyon Dr., Palm Springs, CA 92262.  
*Tenant's Mailing Address*: 555 E. Tachevah Dr. 1E-204, Palm Springs, CA 92262.
- h. *Monthly Installments of Base Rent (initial)*: \$ Two Thousand, Eight Hundred Ninety-Eight & 00/100 (\$2,898.00) per month.
- i. *Project Operating Costs (CAMs)*: Currently Eighty-Six Cents (\$0.86) per square foot per month.

- j. *Tenant Improvement Allowance (TI)*: Ten Dollars (\$10.00) per square foot or Sixteen Thousand, Five Hundred Sixty & 00/100 (\$16,560).
- k. *Parking*: Tenant shall be permitted, to park 8 cars on a non-exclusive basis in the area(s) designated by Landlord for parking (for Staff - generally in the back of the parking area, perimeter streets, and Wellness Park parking lot). Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator.
- l. *Premises*: That portion of the Building containing approximately 1,656 square feet of Rentable Area, located in Building 3W and known as Suite 101.
- m. *Project*: The building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at 555 E. Tachevah Drive, Palm Springs, California 92262. The Project is known as The Las Palmas Medical Plaza.
- n. *Rentable Area*: As to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.
- o. *Security Deposit (Section 7)*: \$ No security deposit will be required.
- p. *State*: the State of California.
- q. *Tenant's First Adjustment Date (Section 5)*: The first day of the calendar month following the Commencement Date plus 12 months.
- r. *Tenant's Proportionate Share*: 3.36%. Such share is a fraction, the numerator of which is the Rentable Area of the Premises and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of six building(s) containing a total Rentable Area of 49,356 square feet.
- s. *Tenant's Use Clause (Article 8)*: Medically related office use consistent with and use the City may allow under the City of Palm Springs zoning, subject to Landlord's reasonable approval.
- t. *Term*: The period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

### 3. EXHIBITS AND ADDENDA.

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- a. Exhibit "A" Rules and Regulations.
- b. Addenda\*

\*See Addendum attached hereto and by this reference made a part hereof.

#### 4. DELIVERY OF POSSESSION.

If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession, "Delivery of possession" shall be deemed to occur on the date Landlord completes Landlord's Work as defined in Addendum. If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent.

#### 5. RENT.

5.1 *Payment of Base Rent:* Tenant agrees to pay the base rent for the premises. Monthly installments of Base Rent shall be payable in advance on the first day of each calendar month of the term. If the term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord the first Monthly Installment of Base Rent when Tenant executes the Lease.

5.2 *Adjusted Base Rent:*

- a. The Base Rent (and the corresponding monthly installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date.
- b. Such adjustment shall be the greater of 3% over the preceding year or Consumer Price Index.

5.3 *Project Operating Costs (CAMs):*

- a. In order that the Rent payable during the Term reflect Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all costs, expenses and obligations attributable to the Project and its operation as set forth in 2i, all as provided below.
- b. If, during any calendar year during the Term, Project Operating Costs exceed the Project Operating Costs for the Base Year, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this lease, an amount equal to Tenant's Proportionate Share of such excess Project Operating Costs in accordance with the provisions of this Section 5.3b.

(1.) The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

- (a.) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this lease or on the rent received under any other leases of space in the Building or Project, or (2) and license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transactions, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operation Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five

percent (85%) of the Rentable Area occupied, then the “taxes” component of Project Operating Costs shall be adjusted by Landlord to reasonably Approximate the taxes, which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.

(b.) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project tenant); (6) operation and maintenance of a room for delivery and distribution of mail to tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair market value of any on-site manager’s office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs) (i) required by a governmental entity for energy conservation or life safety purposes, or (ii) made by landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the “operating costs” component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

(2.) Tenant’s Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:

(a.) Beginning with the calendar year following the Base Year and for each calendar year thereafter (“comparison Year”), Tenant shall pay Landlord an amount equal to Tenant’s Proportionate Share of the Project Operating Costs incurred by Landlord in the Comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the “Excess Expenses.”

(b.) To provide for current payments of Excess Expenses, Tenant shall, at Landlord’s request, pay as additional rent during each Comparison Year, an amount equal to Tenant’s Proportionate Share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expense for each Comparison Year and Tenant’s Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.

(c.) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant’s Proportionate Share of the Excess Expenses for the preceding Comparison Year. If Tenant’s Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments

made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate Share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If the credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this Section 5.3 shall survive the Expiration Date.

- (d.) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.
- (e.) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).
- (f.) If this Lease sets forth an Expense Stop at Section 2f, then during the Term, Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3(2)(b) and (c) above.

5.4 *Definition of Rent*: The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.

5.5 *Rent Control*: If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.

5.6 *Taxes Payable by Tenant*: In addition to the Rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

5.7 *Tenant Improvement Allowance*: In recognition for Tenant completing all improvements to the premises as mutually agreed by Landlord and Tenant, Landlord shall provide Tenant with a total Tenant improvement allowance not to exceed

that set forth in Section 2j upon completion of agreed Tenant improvements. This allowance will be reimbursed to tenant upon satisfactory receipt of paid invoices and inspection by Property Management that work has been satisfactorily completed. Any additional tenant improvements will be at the sole expense of the Tenant. Improvements shall conform to a high quality of design approved by Landlord prior to commencement of work and shall be performed by a licensed General Contractor approved by Landlord in advance. Tenant shall submit plans and specifications for any and all improvements to Landlord, and where necessary, the City of Palm Springs and other applicable government agencies for their required approval (if any) prior to commencement of work. Tenant and the General Contractor shall indemnify and hold Landlord and its officers, agents and employees harmless from any liability resulting from the tenant improvement work and shall be named as an additional insured on the insurance policy of both the Tenant and the General Contractor. All costs shall be subject to prevailing wages and if construction costs exceed \$25,000, then the tenant improvements shall also be subject to California competitive bid statutes.

#### 6. INTEREST AND LATE CHARGES.

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within five (5) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

#### 7. SECURITY DEPOSIT.

Tenant agrees to deposit with Landlord the Security Deposit set forth at Section 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer, or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

If Tenant fails to pay Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the Security Deposit, Tenant shall, within ten (10) days after written demand, therefore, restore the Security Deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at Article 27 hereof. Within fifteen (15) days after the Term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obligations hereunder, Landlord shall return the Security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

#### 8. TENANT'S USE OF THE PREMISES

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project, or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything, which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Article. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

#### 9. SERVICES AND UTILITIES.

Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during generally recognized business days, and during hours determined by Landlord in its sole discretion, and subject to the Rules and Regulations of the Building or Project, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in Landlord's judgment for the comfortable use and occupancy of the Premises. If Tenant desires HVAC at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant and Tenant shall pay Landlord's charges therefore on demand. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If Tenant uses heat generating machines or equipment in the Premises which affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

Tenant shall not, without the written consent of Landlord, use any apparatus or devise in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general office space, as determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general office space (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord Promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for



such services by the local public utility plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not installed, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord at Tenant's expense.

Nothing contained in this Article shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by Landlord in keeping account of the utilities so consumed. Tenant shall be responsible for the maintenance and repair of any such meters at its sole cost.

Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, window washing and janitor services of common area in a manner that such services are customarily furnished to comparable office buildings in the area.

#### 10. CONDITION OF THE PREMISES.

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession of the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

#### 11. CONSTRUCTION, REPAIRS AND MAINTENANCE.

a. *Landlord's Obligations:* Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other tenant in the Building.

b. *Tenant's Obligations:*

(1.) Tenant shall perform Tenant's Work to the Premises as described in an exhibit specific to Tenant Improvements, if applicable."

(2.) Tenant at Tenant's sole expense shall, except for services furnished by Landlord pursuant to Article 9 hereof, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, Building Standard furnishings and special items and equipment installed by or at the expense of Tenant.

(3.) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

(4.) If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no

liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

- c. *Compliance with Law*: Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.
- d. *Waiver by Tenant*: Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.
- e. *Load and Equipment Limits*: Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install business machines or mechanical equipment which cause noise or vibration to such a degree as to be objectionable to Landlord or other Building tenants.
- f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

## 12. ALTERATIONS AND ADDITIONS.

- a. Tenant shall not make any additions, alterations, or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations, or improvements upon the expiration of the term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.
- b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12a, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notice at any reasonable time.

- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1.5) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligations under Section 12b to keep the Premises, Building and Project free of all liens.
- d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

**13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.**

- a. All fixtures, equipment, improvements, and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.
- b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

**14. RULES AND REGULATIONS.**

Tenant agrees to comply with (and cause its agents, contractors, employees, and invitees to comply with) the rules and regulations attached hereto as Exhibit "D" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other tenants or occupants of the Building of Project.

**15. CERTAIN RIGHTS RESERVED BY LANDLORD.**

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Premises, or (c) disturbing Tenant's use or possession of the Premises:

- a. To name the Building and Project and to change the name or street address of the Building or Project;
- b. To install and maintain all signs on the exterior and interior of the Building and Project;

- c. To have pass keys to the Premises and all doors within the Premises, eluding Tenant's vaults and safes;
- d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six months of the Term, to show the Premises to prospective tenants thereof; and
- e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

**16. ASSIGNMENT AND SUBLETTING.**

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 16.

- a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.
- b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or subtenant on the following further conditions:
  - (1.) Landlord shall have the right to approve such proposed assignee or subtenant, which approval shall not be unreasonably withheld;
  - (2.) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;
  - (3.) No assignment or sublease shall be valid, and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;
  - (4.) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained; and
  - (5.) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased), plus (ii) any real estate brokerage commissions or fees payable in

connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.

- c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.
- d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant, or successor. Landlord may consent to subsequent assignments of the Lease or sub lettings or amendments or modifications to the Lease with assignees of tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereof and any such actions shall not relieve Tenant of liability under this Lease.
- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100 Dollars (\$150.00) plus any attorney's fees reasonably incurred by Landlord in connection with such act or request.

#### 17. HOLDING OVER.

If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.

#### 18. SURRENDER OF PREMISES.

- a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.
- b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.

#### 19. DESTRUCTION OR DAMAGE.

- a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements, or other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees, or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.
- b. If in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration, and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building, or Project as a result of any damage from fire or other casualty.
- e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building, or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absent of express agreement, shall have no application.

**20. EMINENT DOMAIN.**

- a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon such partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.
- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment, or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title, and interest in any award, judgment, or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the

condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.

- c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expenses for the repair, restoration, and replacement of any other Leasehold improvements and Tenant's Property.

## 21. INDEMNIFICATION.

- a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity, or other things allowed or suffered by Tenant to be done in, on, or about the Premises; (2) any breach or default by Tenant of any of the Tenant's obligations under this Lease; or (3) any negligent or otherwise tortuous act or omission of Tenant, its agents, employees, invitees, or contractors. Tenant shall at Tenant's expense and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees, and any other expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on, or about the Premises from any cause.
- b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees, or customers or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other tenant of the Building or Project.

## 22. TENANT'S INSURANCE.

- a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees, and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees, or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee, and Tenant as required by this Lease.

- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions, or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise, and other personal property from time to time in, on, or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism, and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) above be paid to Landlord, and the proceeds under (ii) above be paid to Tenant.
- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for, and maintain in effect worker's compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation, or condition of the Premises, and the operations of Tenant in, on, or about the Premises, providing broad form property damage coverage for not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) each occurrence, and property damage liability insurance with a limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000) each accident.
- d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increases in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as is set forth in Section 5.2 hereof for the adjustment of the Base Rent.

**23. WAIVER OF SUBROGATION.**

Landlord and Tenant each hereby waive all rights or recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended overage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

**24. SUBORDINATION AND ATTORNMENT.**

Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or thereafter to be made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor or Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure, or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee, or lessor, as the case may be, and recognize that party as Landlord under this Lease provided such party acquires and accepts the Premises subject to this Lease.



## 25. TENANT ESTOPPEL CERTIFICATE.

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee, or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured defaults in Landlord's performance and that Tenant has not right of offset, counter-claim, or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

## 26. TRANSFER OF LANDLORD'S INTEREST.

In the event of any sale or transfer by Landlord of the Premises, Building, or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence, or omission relating to the Premises, Building, Project, or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

## 27. DEFAULT.

27.1. *Tenant's Default.* The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition, or agreement contained in this lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
- d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody, or control of Tenant or any substantial part of its property and such jurisdiction, custody, or control remains in force unrelinquished, unstayed, or unterminated for a period of forty-five (45) days; or
- g. If in any proceeding or action in which Tenant is not a party, a trustee, receiver, agent, or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or

- h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above.

27.2. *Remedies.* In the event of Tenant's default hereunder, then, in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

- a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
- b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Re-enter the Premises under the provisions of subparagraph b and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraph b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting, which is applied against, the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

- (1.) *Past Rent.* The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
- (2.) *Rent Prior to Award.* The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (3.) *Rent After Award.* The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant provides could be reasonably avoided; plus
- (4.) *Proximately Caused Damages.* Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including, but not limited to, any costs or expenses (including attorneys' fees) incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining

the Premises after Tenant's default, (c) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award@ as used in subparagraphs 1 and 2 above is to be computed by allowing interest at the rate of ten percent (10%) per annum." The worth at the time of the award@ as used in subparagraph 3 above is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

The waiver by Landlord of any breach of any term, covenant, or condition of this Lease shall not be deemed a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant, or condition unless Landlord gives Tenant written notice of such waiver.

27.3 *Landlord's Default.* If Landlord fails to perform any covenant, condition, or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title, and interest in the Premises, Building, or Project, and no other real, personal, or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If, after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce, or offset any amount against any payments of Rent or any other charges due and payable under this Lease, except as otherwise specifically provided herein.

## 28. BROKERAGE FEES.

Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.c. Tenant shall indemnify and hold Landlord harmless from any cost, expenses, or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission, or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.

## 29. NOTICES.

All notices, approvals, and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Building manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.

## 30. GOVERNMENT ENERGY OR UTILITY CONTROLS.

In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event

of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.

### 31. RELOCATION OF PREMISES.

Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:

- a. The new premises shall be substantially the same in size, dimension, configuration, decor, and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
- b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
- c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
- d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
- e. If the new premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.
- f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base Rent, if any.

### 32. QUIET ENJOYMENT.

Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

### 33. OBSERVANCE OF LAW.

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between Landlord and Tenant.

### 34. FORCE MAJEURE.

Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the

work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 34 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

### 35. CURING TENANT'S DEFAULTS.

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.

### 36. SIGN CONTROL.

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

### 37. MISCELLANEOUS.

- a. *Accord and Satisfaction; Allocation of Payments:* No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.
- b. *Addenda:* If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.
- c. *Attorneys' Fees:* If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action, or proceeding.
- d. *Captions, Articles and Section Numbers:* The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.
- e. *Changes Requested by Lender:* Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such charge or amendment is requested.
- f. *Choice of Law:* This Lease shall be construed and enforced in accordance with the laws of the State of California.
- g. *Consent:* Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

- h. *Corporate Authority*: If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the corporation, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.
- i. *Counterparts*: This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.
- j. *Execution of Lease; No Option*: The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.
- k. *Furnishing of Financial Statements; Tenant's Representations*: In order to induce Landlord to enter into this Lease, Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.
- l. *Further Assurances*: The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
- m. *Mortgagee Protection*: Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
- n. *Prior Agreements; Amendments*: This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
- o. *Recording*: Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
- p. *Severability*: A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
- q. *Successors and Assigns*: This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
- r. *Time of the Essence*: Time is of the essence of this Lease.
- s. *Waiver*: No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.

- t. *Compliance:* The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or other provision of the Lease.

The parties hereto have executed this Lease as of the dates set forth below.

Date:	_____	Date:	_____
Landlord:	<u>Desert Healthcare District</u>	Tenant:	<u>DPMG Health</u>
	<u>dba: Las Palmas Medical Plaza</u>		
By:	<u>Chris Christensen</u>	By:	<u>Tae Kim</u>
Signature:	_____	Signature:	_____
Title:	<u>CEO</u>	Title:	<u>CEO</u>

CONSULT YOUR ADVISORS This document has been prepared for approval by your attorney. No representation or recommendation is made as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. These are questions for your attorney.

In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or other person, with experience in evaluating the condition of the property, including the possible presence of asbestos, hazardous materials and underground storage tanks.

## EXHIBIT "A"

### RULES AND REGULATIONS

1. No sign, placard, pictures, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on entry door and directory shall be printed, painted, affixed, or inscribed at the expense of Landlord by a person approved by Landlord outside the Premises; provided, however, that Landlord may furnish and install a Building standard interior window covering at all exterior windows. Tenant shall not, without prior written consent of Landlord, cause or otherwise sunscreen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress and egress from their respective Premises.
3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of the rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.
5. Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
6. No furniture, freight or equipment of any kind shall be brought into the Building without the prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.
7. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substances in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises of the Building.
8. No cooking shall be done or permitted by any Tenant on the Premises, nor shall the Premises be used for storage of merchandise, for washing clothes, for lodging or for any improper, objectionable or immoral purposes.
9. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
10. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.



11. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 p.m. and 8:00 a.m. the following day, access to the Building or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Building and the Building.
12. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.
13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the Landlord.
14. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.
15. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
16. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.
17. Landlord shall have the right to control and operate the public portions of the Building, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.
18. All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

\_\_\_\_\_  
Landlord's Initials

\_\_\_\_\_  
Tenant's Initials

ADDENDUM

Addendum to that certain Office Building Lease dated January 1, 2025, by and between Desert Healthcare District doing business as the Las Palmas Medical Plaza, as Landlord, and DPMG Health, a 501(c)(3), as Tenant for the property commonly known as Las Palmas Medical Plaza located 555 E. Tachevah Drive, Palm Springs, California 92262.

Page 1

In the event of any inconsistency between the Addendum language and the body of the Lease, the Addendum language shall prevail.

- 1. Commencement Date: January 1, 2025
- 2. Expiration Date: December 31, 2029
- 3. Rent Schedule:
 

01/01/2025 – 12/31/2025	\$2,898.00	
01/01/2026 – 12/31/2026	\$2,984.94	Greater of 3% or CPI
01/01/2027 – 12/31/2027	\$3,074.49	Greater of 3% or CPI
01/01/2028 – 12/31/2028	\$3,166.72	Greater of 3% or CPI
01/01/2029 – 12/31/2029	\$3,261.72	Greater of 3% or CPI
- 4. CAMs: Currently \$0.86 per square foot
- 5. Security Deposit: No security deposit will be required.

The foregoing is hereby agreed to and accepted:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Landlord: Desert Healthcare District

Tenant: DPMG Health

dba: Las Palmas Medical Plaza

By: Chris Christensen

By: Tae Kim

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: CEO

Title: CEO