

**LEASE EXTENSION
AND MODIFICATION AGREEMENT**

This Lease Extension and Modification Agreement (this "Agreement") is made as of this 1st day of March, 2021 (the "Effective Date"), by and between TULARE LOCAL HEALTHCARE DISTRICT, dba TULARE REGIONAL MEDICAL CENTER, a local healthcare district organized under the California Health and Safety Code ("Lessor"), and SEQUOIA INSTITUTE OF SURGICAL SERVICES INC. a California corporation ("Lessee"). Lessor and Lessee are sometimes referred to herein individually as "Party" or collectively as "Parties".

RECITALS

This Agreement is made with respect to the following recitals of facts:

A. Lessor and Lessee entered into that certain Lease Agreement dated January 1, 2019, (the "Lease") with respect to that certain real property, comprising 1,192± sq. ft. of commercial space, located at 1425 E. Prosperity Avenue, Tulare, California (the "Premises").

B. In accordance with Section 3.01 of the Lease, the current term expires on February 28, 2021. The Parties are empowered under the Lease to extend such term for an additional two (2) years upon mutually agreeable conditions.

C. The extension contemplated hereby predates application of the California Surplus Land Act (see Cal. Govt. Code §§ 54220–54234, the "Act"), and the size of the Premises further precludes application of the notice of availability requirements found in the Act (Cal. Govt. Code § 54221(f)(1)(A)).

D. Lessor and Lessee desire to extend the Lease and provide for certain additions and modifications to the terms and provisions of said Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

2. Extension of Term. The term of the Lease shall be extended for two (2) additional years commencing March 1, 2021, and expiring February 28, 2023, said extension being named the "Option Term".

3. Rent Amount. As of the Effective Date, the Fixed Rent is \$2,148.58 per month. The Fixed Rent during the Option Term shall remain \$2,148.58 during the Option Term, notwithstanding any other provision of the Lease to the Contrary.

4. American with Disabilities Act. The following shall be added to, but not replace, Section 8.02 of the Lease: "Neither the Common Areas nor the Premises have been inspected by a Certified Access Specialist (CAsp). The Lessor makes no representation as to whether or not the Common Areas, the outside of the Premises, and/or the interior of Premises comply with any state or federal law governing accessibility for the disabled. Lessee shall be responsible, at Lessee's sole cost, for complying with all laws governing accessibility for the disabled as those laws relate to the entry and interior of the Premises. Lessor shall be responsible, at Lessor's sole cost, for complying with all laws governing accessibility for the disabled as those laws relate to the Common Areas, including parking lots. Each Party shall be responsible, at that Party's own expense, for making any needed modifications to that Party's area of responsibility (whether the needed barrier removal is of a physical nature or otherwise) and for complying with any law governing accessibility for the disabled. All provisions in this Lease regarding the making of alterations and modifications to the Premises shall be followed. Each Party shall indemnify, defend, and hold the other Party harmless from and against any claim, lawsuit, damage, fine, penalty, attorneys' fees and cost of suit, relating to any alleged violation of any law governing accessibility for the disabled (whether the violation relates to a physical barrier or some other type of barrier) occurring within that Party's area of responsibility under this Lease. Each Party shall immediately notify the other Party of the receipt of any notice of violation or claim related to the Premises alleging a violation of any law governing accessibility for the disabled."

5. Other Terms of Lease. Except as specifically modified herein, all other terms and conditions of the Lease shall remain in full force and effect and the Lease is incorporated herein by reference. This Agreement shall govern over any conflict between this Agreement and the Lease. The modifications in this Agreement shall apply to all future extensions of the Lease, unless the provision is modified by a writing signed by all the Parties.

6. Integration and Modification. This instrument constitutes the entire and complete agreement of the Parties relating to the subject matter contained herein. This instrument supersedes in its entirety any and all prior oral and/or written agreements or memorandums of understanding between the Parties relating to the subject matter contained herein. No modification of this Agreement or Lease shall be made or entered into except by means of a writing signed by the Parties.

7. Severability. Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

8. Costs and Expenses. The Parties agree that each Party will bear its own costs and expenses, including, without limitation, any legal and administrative fees, incurred by such Party in connection with the negotiation, preparation, execution and delivery of this Agreement and

any other documents to be delivered in connection herewith on the Effective Date or after such date.

9. Relationship of Parties. By this Agreement, the Parties do not intend to provide for Lessor's control over Lessee's operation, or otherwise to create a de facto or de jure joint venture, joint enterprise or partnership between Lessor and Lessee.

10. Governing Law. This Agreement shall be construed, interpreted, and the rights of the Parties determined in accordance with the laws of the State of California. The venue for any judicial proceeding brought by either Party with regard to any provision of or obligation arising under this Agreement shall be in Fresno, California. If any action of law or inequity, including an action for declaratory relief, results or is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to actual attorney's fees and cost of collection or enforcement of the judgment received by the prevailing Party, in addition to any other relief to which the prevailing Party may be entitled.

11. Photocopy or Digital Copy. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. For purposes of this Agreement, a facsimile or other electronic signature shall be deemed as valid and enforceable as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Extension and Modification Agreement as the Effective Date.

LESSOR

LESSEE

TULARE LOCAL HEALTHCARE DISTRICT, dba
TULARE REGIONAL MEDICAL CENTER, a local
healthcare district organized under the
California Health and Safety Code

SEQUOIA INSTITUTE OF SURGICAL SERVICES
INC. a California corporation

By: _____
By: Kevin Northcraft
Its: President of the Board

By: _____
By: Jonathan Liu, M.D.
Its: President

Date: _____

Date: _____