

SECOND AMENDMENT TO MEDICAL OFFICE LEASE AGREEMENT

THIS SECOND AMENDMENT TO MEDICAL OFFICE LEASE AGREEMENT (this "**Amendment**") is made and entered into as of January 24, 2023, but effective as of November 16, 2022 (the "**Effective Date**"), by and between **KAGR2 COLUMBUS GA 2000, LLC**, a Delaware limited liability company ("**Landlord**"), and **THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**, a Georgia political subdivision ("**Tenant**").

RECITALS

A. Landlord's predecessor-in-interest and Tenant entered into that certain Medical Office Lease Agreement dated as of February 13, 2013 (the "**Original Lease**") for premises containing approximately 2,154 rentable square feet known as Suite 410 (the "**Original Premises**") in that certain building located at 2000 10th Avenue, Columbus, Georgia (the "**Building**"), commonly known as Columbus - 2000 10th Ave. The Original Lease was amended by that certain First Amendment to Medical Office Lease Agreement dated as of March 30, 2017 (the "**First Amendment**"). The Original Lease as amended by the First Amendment shall be referred to herein as the "**Lease**".

B. Pursuant to the First Amendment, (i) the Original Premises were modified to include additional premises containing approximately 797 rentable square feet known as Suite 405 (the "**Expansion Premises**"), and (ii) the Original Premises and the Expansion Premises collectively contain approximately 2,951 rentable square feet known as Suite 410 (the "**Premises**").

C. The term (the "**Term**") of the Lease was due to expire on November 16, 2022, and Tenant has continued to lease the Premises on a month-to-month basis pursuant to Section 31 of the Original Lease. The parties desire to make certain revisions to the Lease and extend the Term of the Lease on the following terms and conditions.

AGREEMENT

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

1. **Extension.** The Term of the Lease is hereby extended for a ten (10) full month period commencing on November 17, 2022 (the "**Extended Commencement Date**") and terminating on September 30, 2023 (the "**Extended Term**"), unless sooner terminated in accordance with the terms of the Lease. Tenant shall have no option or right to further renew or extend the Extended Term beyond November 30, 2023.

2. **Annual Rent.** As of the Extended Commencement Date, Tenant shall pay monthly installments of Annual Rent during the Extended Term in accordance with the following schedule:

Period:	Monthly Installment of Annual Rent:
11/17/2022 – 11/30/2022	\$2,295.22 (14 days)
12/1/2022 – 9/30/2023	\$4,918.33

3. **Additional Rent.** In addition to the Annual Rent as set forth above, Tenant shall remain obligated for the payment to Landlord of Additional Rent, including without limitation, Tenant's Proportionate Share of Operating Costs in excess of the Base Year Operating Costs Stop and any other charges or amounts due under the Lease, in accordance with the provisions of the Lease.

4. **Condition of Premises.** Tenant is currently in possession of the Premises and accepts the same “as is”, “where is”, and “with all faults” without any agreements, representations, understandings or obligations on the part of Landlord, it being agreed that Landlord shall not be required to perform any work or incur any costs in connection with the construction or demolition of any improvements in the Premises.

5. **Force Majeure.** Notwithstanding anything to the contrary in Section 45 of the Original Lease, the provisions of the Lease shall not be applicable at all to excuse or permit delay of the time for Tenant to pay Annual Rent or Additional Rent or other money or to obtain and maintain insurance policies.

6. **Deleted Provisions.** Sections 2(b)-(c), 6(c), and 28 of the Original Lease and the second (2nd) grammatical paragraph following Section 4(E)(iii)(14) of the First Amendment are hereby terminated in their entirety and rendered null and void and of no further force or effect.

7. **Landlord’s and Tenant’s Addresses.** Landlord’s address for notice shall be: KAGR2 Columbus GA 2000, LLC, c/o Remedy Medical Properties, 800 West Madison Street, Suite 400, Chicago, Illinois 60607, Attn: Chris Dilley. All Rent shall be paid to KAGR2 Columbus GA 2000, LLC, c/o Remedy Medical Properties, PO Box 25517, Tampa, Florida 33622, or such other parties and addresses as to which Landlord shall provide advance notice. As of the Effective Date, Tenant’s address for notices pursuant to Section 35 of the Original Lease shall be: The Consolidated Government of Columbus, Georgia, P. O. Box 1340, Columbus, GA 31902.

8. **Representations and Warranties.**

a. Tenant hereby represents, warrants and agrees that: (i) there exists no breach, default, or event of default by Tenant under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Tenant under the Lease; (ii) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; (iii) there exists no breach, default, or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease and Tenant does not have any current offset or defense to its performance or obligations under the Lease; and (iv) Tenant has not assigned, sublet, transferred, mortgaged or in any other way encumbered its interest in the Lease.

b. To Tenant’s knowledge, Tenant represents and warrants to Landlord that Tenant and/or the occupant of the Premises (as applicable) (i) is not currently excluded, debarred or otherwise ineligible to participate in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act, as amended or as defined in 42 U.S.C. § 1320a-7b(f), as amended (the “**Federal Health Care Programs**”); (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in any Federal Health Care Program; and (iii) is not under investigation or otherwise aware of any circumstances which may result in Tenant being excluded from participation in any Federal Health Care Program.

c. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (a) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“**OFAC**”); (b) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (c) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons” (collectively, “**Prohibited Persons**”). Tenant hereby represents and warrants to Landlord that no funds tendered to Landlord by Tenant under the terms of this Amendment are or will be directly or indirectly derived from activities that may contravene U.S. federal, state or international laws

and regulations, including anti-money laundering laws. Tenant will not during the Extended Term engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises.

The foregoing representations shall be ongoing representations and warranties during the Extended Term and Tenant shall immediately notify Landlord of any change in the status of the representations and warranties set forth in this Section. In the event any representation and warranty set forth in this Section is or becomes untrue at any time it shall be a default under the Lease and Landlord shall have the right to immediately terminate the Lease and shall entitle Landlord to any and all remedies available hereunder or at law or in equity.

9. **Miscellaneous.**

a. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. The parties further agree that, except as provided herein, any free rent, rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease or any prior amendment thereto have now expired and such incentives as were granted under the Lease or any prior Amendment hereto shall have no application going forward.

b. The parties hereby ratify the Lease, including each of any prior Amendments thereto. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. From and after the date hereof, references to the "Lease" (including, without limitation, any and all references contained in this Amendment) shall mean the Lease as amended by this Amendment.

c. Time is of the essence with respect to this Amendment.

d. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment. The above recitals are hereby incorporated by reference into this Amendment.

e. Tenant hereby represents to Landlord that Tenant has not dealt with any broker in connection with this Amendment.

f. The undersigned signatories of Tenant each represent and warrant to Landlord, and agree, that such individual executing this Amendment on behalf of Tenant is authorized to do so on behalf of Tenant.

g. This Amendment may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement.

h. In order to expedite the execution of this Amendment, signatures sent by electronic mail or signed electronically may be used in the place of original signatures on this Amendment. The parties intend to be bound by the signatures of the electronically mailed or signed signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of the signature. Without limiting or otherwise affecting the validity of executed copies hereof that have been sent by electronic mail or signed electronically, the parties will use reasonable efforts to deliver originals as promptly as possible after execution if requested by the other party.

i. If the Building is not fully occupied and assessed during a calendar year, Operating Costs for such calendar year shall be determined as if the Building had been fully occupied and assessed during such period.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

LANDLORD:

KAGR2 COLUMBUS GA 2000, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

TENANT:

THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA,
a Georgia political subdivision

By: _____

Name: _____

Its: _____