

REVIEWED  

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LEGAL COUNSEL

## FIRST AMENDMENT TO COMMERCIAL LEASE

Parties:

LANDLORD: DESCHUTES COUNTY, a political subdivision of the State of Oregon

TENANT: GENOA HEALTHCARE, LLC (f/k/a Genoa, a QoL Healthcare Company)

This First Amendment to Commercial Lease ("First Amendment") is made and entered into effective **as of November 1, 2021** ("Effective Date"), for Suite 161, with approximately 295 square feet, and described as certain real property located at 1128 NW Harriman Street, Bend, Oregon, (the "Premises"); and by and between Deschutes County ("Landlord") and Genoa Healthcare, LLC (f/k/a Genoa, a QoL Healthcare Company), a Pennsylvania limited liability company ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease (Doc No. 2016-694), effective as of November 1, 2016 ("Original Agreement"); and

WHEREAS, the Parties desire to amend the Original Agreement.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants, conditions and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Rent. Section 4 is deleted in its entirety and replaced with the following:

" 4.1 Rent. Commencing on the Rent Commencement Date (defined below), during the Initial Term, Tenant shall pay to Landlord, in advance, on or before the first day of each month, as rent the sum of \$325.00 per month (the "Rent"), as well as the Landlord Utilities as specified in Section 8.2, below. Rent is based upon arm's length negotiation between the Parties and Tenant's assessment of fair market value for similar properties in the market in which the Premises is located. The Rent Commencement Date means the date on which Tenant has obtained the required permits, licenses, and approvals to perform the Contractor Services and has accepted possession of the Premises from Landlord. Rent shall be pro-rated for any portion of a month in the event the Rent Commencement Date or the date the Term expires or is earlier terminated is on a date other than the first or last day of a month. Rent shall be paid to Landlord at the address set forth in Section 20.4 below. Tenant shall also pay as additional rent any other payments as required of Tenant pursuant to the provisions of the Lease."

4.2 Rent Adjustment for Renewal Terms. The Rent shall be increased by three percent (3%) annually, on the anniversary of the Amendment."

2. Utilities to be Provided by Landlord. Section 8.2 is deleted in its entirety and replaced with the following:

“Utilities to be Provided by Landlord. Landlord represents and warrants that all utilities (the “Landlord Utilities”) are readily available to the Premises through existing lines or equipment and access to the same through the Building, the Common Areas, and the Land shall remain throughout the Term and any Renewal Term of this Lease. Landlord shall be responsible to arrange for delivery of all utilities to the Premises. Tenant shall pay a pro rata share of electricity, heat, water and other non-Tenant Utility costs for the building in which the Premises is located. As of the Rent Commencement Date, the pro rata share of the Landlord Utilities shall be **\$45.00 per month**, payable pursuant to the provisions of Section 4.1, above. The Landlord Utilities shall increase by three (3%) percent annually, commensurate with the Rent Commencement Date.”

3. Notices. Section 20.4 is deleted in its entirety and replaced with the following:

“Notices. Any notice given under this Lease shall be in writing and may be given by personal delivery, by overnight delivery, or by certified mail, postage prepaid, addressed to Tenant or to Landlord at their addresses set forth below their signatures to the Lease. Either Party may, by notice under this subsection, change its address for notice purposes. Notices personally delivered are considered received upon delivery. Notices sent by overnight delivery are considered received on the next business day. Mailed notices are considered received three (3) days after deposit in the mail. To be valid as notice, a copy of any notice given to Tenant shall be concurrently given to:

Attn: Legal Department  
Genoa Healthcare, LLC  
707 South Grady Way, Suite 700  
Renton, WA 98057

With a copy to:

Attn: Pharmacy Contracts Manager  
Genoa Healthcare, LLC  
8441 Wayzata Blvd, Suite 340  
Golden Valley, MN 55426

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

Attn: Property Manager  
Deschutes County Property Management  
P.O. Box 6005  
Bend, OR 97709-6005  
Kristie.Bollinger@deschutes.org  
541-385-1414”

4. Effect of Amendment. Except as specifically amended herein, all terms and conditions of the Original Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by Landlord and Tenant.



TENANT: DATED this 29<sup>th</sup> day of September, 2021

GENOA HEALTHCARE, LLC



By: Amr Elebiary, Regional VP of Operations - West

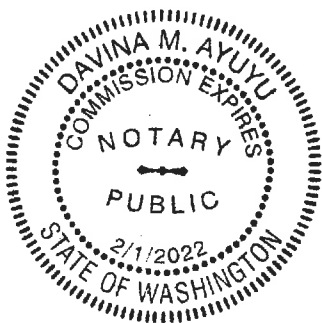
STATE OF Washington )  
County of King )ss.

Before me, a Notary Public, personally appeared Amr Elebiary, of and on behalf of Genoa Healthcare, LLC, and acknowledged the foregoing instrument.

DATED this 29<sup>th</sup> day of September 2021

  
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Notary Public

My Commission Expires: 2. 01. 2022





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212-948-1307	<b>CONTACT NAME:</b> Enterprise Risk Financing & Insurance <b>PHONE (A/C, No, Ext):</b> (952) 936-1650 <b>E-MAIL ADDRESS:</b> eis@uhg.com	<b>FAX (A/C, No):</b> 888-299-6422	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> GENOA HEALTHCARE, LLC 707 S GRADY WAY, SUITE 700 RENTON, WA 98057	<b>INSURER A :</b> Old Republic Insurance Company		<b>NAIC #</b> 24147
	<b>INSURER B :</b> XL Specialty Insurance Company		37885
	<b>INSURER C :</b> N/A		N/A
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

TL 171232AC03800

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-009620176-03                      **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MWZY315405	05/01/2020	05/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB315404	05/01/2020	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			US00075258L121A	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Managed Care Professional Liab Retro Date: 1/1/77			MWZZ315406	05/01/2020	05/01/2022	Each Claim 10,000,000 Annual Aggregate 10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: SITE # 20129.01 2775 NE COURTNEY DRIVE, ROOM 207, BEND, OR 97701 / ADDITIONAL INSURED: DESCHUTES COUNTY, THE STATE OF OREGON, THEIR OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS  
 THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES INCLUDE A BLANKET ADDITIONAL INSURED ENDORSEMENT FOR PERSONS OR ORGANIZATIONS WHERE THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH STATUS BY WRITTEN CONTRACT OR AGREEMENT, ONLY TO THE MINIMUM EXTENT REQUIRED AND SUBJECT TO POLICY TERMS AND CONDITIONS. GENERAL LIABILITY AND AUTO LIABILITY COVERAGES APPLY ON A PRIMARY AND NON-CONTRIBUTORY BASIS FOR PERSONS OR ORGANIZATIONS WHERE THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH STATUS BY WRITTEN CONTRACT OR AGREEMENT, ONLY TO THE MINIMUM EXTENT REQUIRED AND SUBJECT TO POLICY TERMS AND CONDITIONS.

<b>CERTIFICATE HOLDER</b> DESCHUTES COUNTY PROPERTY MANAGEMENT PO BOX 6005 BEND, OR 97708-6005	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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 OCT 08 2021  
 Deschutes County  
 Property Management

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
<p>Persons or organizations that you are obligated, pursuant to written contract or agreement to provide with such insurance as is afforded by this policy; but they are insureds only if and to the minimum extent that such contract or agreement requires the person or organization to be afforded status as an insured. However, no person or organization is an insured under this provision who is more specifically described under any other provision of the Who is an Insured section of this policy (regardless of any limitation applicable thereto).</p> <p>Endorsement only applies when this form and edition date are specifically required in written contract or agreement.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.