

**Recording Requested By and When
Recorded Mail To:**

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File No. 037359**

SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT ("Memorandum") is made and entered into at Tulare, California, by and between the TULARE LOCAL HEALTHCARE DISTRICT, a Local Healthcare District organized under the California Health and Safety Code, hereinafter referred to as "Lessor", and EVO Management Company, LLC hereinafter referred to as "Lessee", to witness that:

Lessor has, and does hereby lease to Lessee effective November 22, 2017, the PREMISES consisting of approximately 50,000 sq. ft., which constitutes ninety percent (90%) of the building in which the PREMISES are located, at 1425 East Prosperity Avenue, Tulare, California. The real property ("Real Property") upon which the PREMISES are located is more particularly identified by its Tulare County Assessor Parcel Number 171-300-015. The PREMISES are more particularly identified regarding what items are included and what items are excluded as set forth on Exhibit "A" attached hereto and made a part hereof. The Real Property upon which the PREMISES are located is more particularly described on Exhibit "B" attached hereto and made a part hereof. The term for said Lease shall commence November 22, 2017

("Commencement Date"), and shall terminate on November 30, 2018 ("Termination Date"). The Base Term shall be extended as set forth in Article 12 of the Lease unless Lessor pays Lessee the Capital Reimbursement payment as mandated therein.

During the Term of this Lease and any extension thereof, all terms, covenants and conditions of said Lease shall be a part hereof as though fully set forth herein.

The purpose of this Memorandum is to give record notice of the Lease and of the terms thereof and the rights created thereby. It is not intended to amend or modify any of the rights and obligations set forth in the Lease. To the extent that any provisions of this Memorandum and the Lease conflict, the provisions of the Lease control.

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The date on which the last of the parties hereto executes this Memorandum, as such date is shown by the signature of the parties below, shall be the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease Agreement on the dates specified below their respective signatures.

LESSOR:

**TULARE LOCAL HEALTH-CARE DISTRICT
dba TULARE REGIONAL MEDICAL CENTER INC**

Authorized Signature: _____

Name and Title: Kevin Northcraft, President

Date: _____

Authorized Signature: _____

Name and Title: Mike Jamaica, Vice-President

Date: _____

Authorized Signature: _____

Name and Title: Senovia Gutierrez, Secretary-Treasurer

Date: _____

LESSEE SIGNATURES ON NEXT PAGE

LESSEE:

EVO MANAGEMENT COMPANY, LLC

Authorized Signature: _____

Name and Title: Paul Atlas, President/Manager

Date: _____

Authorized Signature: _____

Name and Title: J. Michael Lane, Vice President/Manger

Date: _____

Authorized Signature: _____

Name and Title: Patricia Hitlin, Secretary-Treasurer/Manager

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF TULARE)

On _____, before me, _____, a Notary Public, personally appeared **SENOVIA GUTIERREZ**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF TULARE)

On _____, before me, _____, a Notary Public, personally appeared **PAUL ATLAS**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF TULARE)

On _____, before me, _____, a Notary Public, personally appeared **J. MICHAEL LANE**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF TULARE)

On _____, before me, _____, a Notary Public, personally appeared **PATRICIA HITLIN**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

Real property in the City of Tulare, County of Tulare, State of California, described as follows:

PARCEL 1 OF PARCEL MAP NO. 4531, IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED AUGUST 23, 2002 IN BOOK 46, PAGE 36 OF PARCEL MAPS, TULARE COUNTY RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL THE MINERALS, GAS, OILS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER SAID LAND, TOGETHER WITH ALL RIGHTS INCIDENTAL TO THE DEVELOPMENT OF SAME, AS EXCEPTED IN THE DEED FROM SECURITY FIRST NATIONAL BANK OF LOS ANGELES, A NATIONAL BANKING ASSOCIATION, TO C. E. SWEARINGEN AND CLARA B. SWEARINGEN, HUSBAND AND WIFE, DATED SEPTEMBER 29, 1936, RECORDED NOVEMBER 30, 1936 IN BOOK 704, PAGE 316 OF OFFICIAL RECORDS.

APN: 171-300-015-000

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is entered into at Tulare County, California by and between **TULARE LOCAL HEALTH CARE DISTRICT, dba TULARE REGIONAL MEDICAL CENTER** (hereinafter referred to as "LESSOR), a local health care district organized under the California Health and Safety Code, and **EVO MANAGEMENT COMPANY, LLC**, (hereinafter referred to as "LESSEE").

RECITALS

WHEREAS, Lessor and Lessee entered into a Lease Agreement ("Lease") dated November 22, 2017, which is incorporated herein by reference;

WHEREAS, the Lease was for a portion of Real Property located at 1425 East Prosperity Avenue, Tulare, California as described therein (hereinafter referred to as "Premises");

WHEREAS, Lessor and Lessee wish to modify the terms of the EARLY TERMINATION as set forth in Article 12 therein.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, COVENANTS AND CONDITIONS SET FORTH HEREIN, THE LEGAL SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES TO THIS AMENDMENT, THE PARTIES HEREBY AGREE THAT:

1. The recitals hereinabove set forth are by virtue of this reference incorporated herein as though the same were set forth fully at this point.
2. Paragraph 12.03 of the Lease shall be modified in its entirety as follows:

"Capital Reimbursement Payment

12.03 This Lease shall terminate on the Early Termination Date upon Termination Notice by Lessor or upon expiration of the Base Term, whichever date is later, contingent upon Lessor paying Lessee a sum of money equal to Lessee's member outstanding capital contribution as set forth in the books of account of Lessee less paid return of capital from collected revenues together with interest at the rate of three percent (3%) per annum. Lessor shall also pay any outstanding Lessor-approved loan balance of which Lessee has borrowed funds for the purpose of leasehold improvements and/or purchase of equipment which has been approved by Lessor.

(a) The capital reimbursement payment shall not exceed the sum of Three Hundred Thousand Dollars (\$300,000.00) unless otherwise approved by Lessor.

(b) The mandated loan balance to be paid in full by Lessor must have been approved by Lessor and said loan shall be acknowledged by the parties as being required to be paid as provided herein.

(i) The parties agree and acknowledge that an approved loan for the purchase of equipment is evidenced by that Promissory Note, a copy of which is attached hereto, labeled Attachment "I" and made a part hereof.

(c) In the event the advance of rent has not been fully offset, said sum outstanding shall be included in the calculation of the capital reimbursement payment.

(d) As set forth in Paragraph 14.06, the parties shall record a Memorandum of Lease Agreement in the form of Attachment "II", attached hereto and made a part hereof."

3. Except as otherwise amended herein, all terms, covenants and conditions of said Lease shall remain in full force and effect.

4. The date on which the last of the parties hereto executes this Amendment as such date is shown by the signature of the parties below, shall be the date of this Amendment and shall be referred to as the "Amendment Date".

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates specified below their respective signatures.

LESSOR:

**TULARE LOCAL HEALTH-CARE DISTRICT
dba TULARE REGIONAL MEDICAL CENTER INC**

Authorized Signature: _____
Name and Title: **Kevin Northcraft, President**
Date: _____

Authorized Signature: _____
Name and Title: **Mike Jamaica, Vice-President**
Date: _____

Authorized Signature: _____
Name and Title: **Senovia Gutierrez, Secretary-Treasurer**
Date: _____

LESSEE:

EVO MANAGEMENT COMPANY, LLC

Authorized Signature: _____
Name and Title: **Paul Atlas, President/Manager**
Date: _____

Authorized Signature: _____
Name and Title: **J. Michael Lane, Vice President/Manger**
Date: _____

Authorized Signature: _____
Name and Title: **Patricia Hitlin, Secretary-Treasurer/Manager**
Date: _____