

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: _____