

Order 240-20/21  
Passage: 9-0 on 5/17/2021

Effective: 5/27/2021

KATE SNYDER (MAYOR)  
BELINDA S. RAY (1)  
SPENCER R. THIBODEAU (2)  
TAE Y. CHONG (3)  
ANDREW ZARRO (4)

**CITY OF PORTLAND**  
IN THE CITY COUNCIL

MARK DION (5)  
APRIL D. FOURNIER(A/L)  
PIOUS ALI (A/L)  
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING LEASE  
WITH 39 LLC FOR 39 FOREST AVENUE FOR  
THE RELOCATION OF THE CITY'S HEALTH AND HUMAN SERVICES  
DEPARTMENT, DIVISIONS OF SOCIAL SERVICES AND PUBLIC HEALTH**

**ORDERED**, that the Lease of 39 Forest Avenue with 39 LLC is hereby approved in substantially the form attached hereto; and

**BE IT FURTHER ORDERED**, that the City Manager is hereby authorized to execute the Purchase and Sale Agreement and Lease and whatever other documents are necessary to effect the intent and purpose of this order.

## LEASE

This Lease made in duplicate original as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between **39 LLC**, a Maine limited liability company with a mailing address of P.O. Box 66749 Falmouth, Maine 04105 (the “LANDLORD”) and **City of Portland**, a body politic and corporate with a principal place of business located at 389 Congress Street, Portland, Maine 04101 (the “TENANT”).

### WITNESSETH:

#### 1. LEASED PREMISES.

- a. DESCRIPTION OF PREMISES. LANDLORD does hereby lease to TENANT the entire building consisting of +/- 37,000 square feet (the “Leased Premises”) being the building and land located at 39 Forest Avenue, Portland, Maine. LANDLORD does hereby lease the Leased Premises to TENANT including all of the regular and handicapped parking spaces in the parking area located at the Forest Avenue driveway adjacent to the building, for the term, the rent, and subject to the conditions and covenants hereinafter provided.
- b. LANDLORD’S WORK. Prior to the Commencement date, LANDLORD shall install two new gates at the locations depicted on the plans attached hereto as **Exhibit A** and remove and dispose of the cubicles/partitions currently located in the areas depicted on **Exhibit A**. Otherwise, TENANT shall take the space in its as-is condition including all existing Furniture Fixtures & Equipment.

#### 2. TERM.

- a. INITIAL TERM. The initial Term of this Lease shall be for a period of twenty years commencing on June 1, 2021 (the “Commencement Date”) and ending on May 31, 2041, unless earlier terminated in writing by mutual agreement of the parties or as otherwise provided in the Lease. Each period from June 1 until May 31 of the following year is referred to herein as a “Lease Year.”
- b. OPTION PERIODS. Provided that Tenant is not then in default beyond any applicable grace period of any of the terms and conditions of the Lease, the Tenant may, at its option, by written notice (the “Option Notice”) to the Landlord given not less than six (6) months prior to the end of the then current term, extend this Lease for One (1) period of Ten (10) years under the same terms and conditions except that Base rent shall be at the rates set forth in Section 3 below. Notwithstanding the foregoing, in the event that Landlord does not timely receive the Option Notice, Landlord will so notify Tenant in writing (an “Option Reminder Notice”)

before leasing the Leased Premises to another Tenant, and Tenant shall have 10 business days from receipt of the Option Reminder Notice to provide Landlord with an Option Notice, which Landlord shall accept as though Landlord timely received the Option Notice.

3. RENT.

- a. **BASE RENT.** From the Commencement Date, Tenant agrees to pay to Landlord at Landlord's office or at such place that Landlord may from time to time designate in writing, fixed minimum annual rent (the "Base Rent") as set forth in the Base Rent Schedule that is attached as **Exhibit B** and made a part hereof.

Base Rent will continue to increase by 1% annually on the Commencement Date anniversary during the Option Period (if applicable).

Base Rent together with the Additional Rent for certain operating expenses (defined below) shall collectively be referred to as the "Rent."

The phrase "Base Rent" shall mean the fixed minimum rent above specified without any set-offs or deductions whatsoever and shall be payable without any prior demand being made therefore on the first day of each month in advance.

- b. **ADDITIONAL RENT.** The term "Additional Rent" as used in this Lease means the sum of (i) Landlord's actual costs for the services listed in section 5(b) of this Lease, (ii) Landlord's actual costs for items specifically identified in this Lease as items to be paid as Additional Rent, and (iii) an annual property management fee not to exceed five percent (5%) percent of the sum of the Base Rent and items (i) and (ii) in this subsection for the applicable Lease Year.

4. SECURITY DEPOSIT. The parties hereto acknowledge that no security deposit is required and none is tendered.

5. OBLIGATIONS OF LANDLORD.

- a. The LANDLORD shall provide the following services at LANDLORD'S expense ("Operating Expenses"), subject to reimbursement by TENANT as Additional Rent pursuant to Paragraph 7:

1. Water for ordinary drinking, cleaning, lavatory and toilet facilities as necessary for efficient, adequate and sanitary provision of the professional services being provided at the Leased Premises, and sewer;

2. Reasonable repairs and periodic, routine maintenance of: the roof; heating, ventilation, and air conditioning systems; windows, including

exterior window washing; fire alarm and sprinkler system; and electrical and plumbing systems;

3. Snow and ice removal from all walkways and parking areas available for use by TENANT, its employees and invitees, and exterior grounds maintenance and litter pick up;

4. Maintain in full force and effect a policy of comprehensive general liability insurance in the minimum amount of Five Million Dollars (\$5,000,000) covering the Leased Premises, and fire and extended coverage insurance in appropriate form and amount with responsible companies qualified to do business in the State of Maine. LANDLORD shall name TENANT as an additional insured on said policies for coverage for claims for which the TENANT does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 4 M.R.S. § 8104-A, as limited by § 8104-B, and § 8111. LANDLORD agrees to provide TENANT with a Certificate of Insurance evidencing such coverage upon request;

5. Payment of City of Portland annual storm water fee.

b. LANDLORD's Expenses; Exceptions to Operating Expenses.

1. Notwithstanding anything to the contrary contained in this Lease, LANDLORD shall be solely responsible for the following capital and other expenses (hereinafter, "Landlord's Expenses"), which are specifically excluded from the term Operating Expenses: (a) the initial costs of any item properly chargeable to a capital account (using generally accepted accounting principles consistently applied) nor the original costs of constructing the Leased Premises or the Building; (b) the cost of any capital addition or replacement to the Building or the Leased Premises; (c) expenses for which LANDLORD is or will be reimbursed by another source (excluding TENANT's reimbursement for Operating Expenses or Additional Rent), including, but not limited to, repair or replacement of any item covered by warranty; (d) expenses for the defense of LANDLORD's title to the Building ; (e) structural repairs and replacements; (f) depreciation and amortization of the Building or financing costs, including interest and principal amortization of debts; (g) charitable, lobbying, special interest, or political contributions; (h) any repair, rebuilding, or other work necessitated by condemnation, fire, windstorm, or other insured casualty or hazard; (i) leasing commissions, advertising expenses, and other costs incurred in leasing or procuring new tenants; (j) any duplicate expenses or costs; (k) amounts billed (directly or indirectly) for salaries, overhead, and expenses for office rent and office supplies; and (l) administrative or management fees (in the aggregate) which exceed five percent (5%) of Base Rent.

2. For the avoidance of doubt, Landlord's Expenses and obligations include, and Operating Expenses do not include, replacement of: the roof; exterior walls; structural interior, including wall, floor and ceiling structure within the Leased Premises; windows; fire alarm and sprinkler systems; electrical and plumbing systems; and heating, air conditioning and ventilation systems; provided, however, that TENANT shall be responsible for the maintenance, repair and replacement of any alterations, additions or improvements made by TENANT to the interior of the Leased Premises. Landlord agrees that Operating Expenses do not include such replacements or excessive repairs of any part of the Leased Premises, and that it will not make excessive repairs to any part of the Leased Premises if a reasonable property owner would replace, rather than repair, such part.

6. OBLIGATIONS OF TENANT. The TENANT, at the TENANT's expense shall:

- a. Provide its own trash removal for the Leased Premises;
- b. Provide and be responsible for all cleaning and janitorial services for the interior of the Leased Premises including any toilet, kitchen or conference room facilities within the Leased Premises and/or for which Tenant has sole use;
- c. Maintain the entire interior portion of the Leased Premises in the same condition as on the commencement of this Lease except for reasonable wear and tear and damage by fire or other unavoidable casualty, including replacing light bulbs as necessary and maintaining and unplugging plumbing fixtures in restrooms;
- d. Pay all applicable real estate and Downtown Improvement taxes due or assessed on the Leased Premises directly to the City of Portland;
- e. Pay applicable personal property taxes assessed against the personal property of TENANT;
- f. Utilities. Tenant agrees to secure all separately metered utilities in its name directly by June 1, 2021; provided, however, that for so long as any utility services are not separately metered to the Leased Premises and are billed to Landlord, Landlord will pay for such services subject to reimbursement by Tenant as Additional Rent. If Landlord desires to separate any utility services to the Leased Premises, Landlord shall do so at its sole expense. Tenant agrees to pay promptly when due all charges for utilities and services billed directly to Tenant by a utility provider.
- g. Maintain in full force and effect or self-insure pursuant to the Maine Tort Claims Act for general liability insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000.00), and such fire and

extended coverage or business interruption insurance for its own property or benefit as it may deem to be appropriate with responsible companies qualified to do business in the State of Maine. TENANT shall name LANDLORD as a member in regard to the general liability insurance and provide a certificate of insurance to confirm such coverage upon request. In the case of any self-insurance, the TENANT may issue a letter to that effect upon request.

- h. Permit LANDLORD to enter into or upon the Leased Premises or any part thereof at all reasonable hours for the purpose of examining the same or making repairs and showing the property for sale or lease, provided such entry shall not unreasonably interrupt the business of TENANT, cause damage to TENANT's property, and LANDLORD gives reasonable advance notice to TENANT.
7. ADDITIONAL RENT. The TENANT shall pay the Additional Rent to LANDLORD in the manner described below:
- a. During the first Lease Year, Tenant shall pay to Landlord, on or before the first day of each month, the applicable monthly Base Rent plus estimated monthly Additional Rent of Five Thousand Three Hundred and Eighty Dollars (\$5,380.00).
  - b. Annual Reconciliation. On or before July 1 of the second Lease Year and each Lease Year thereafter during the term hereof, LANDLORD shall furnish to TENANT a detailed statement (the "Additional Rent Statement"), together with supporting invoices and other commercially acceptable documentation, setting forth the actual Additional Rent incurred during the prior Lease Year; and thereupon there shall be a prompt adjustment between LANDLORD and TENANT, with payment to, or repayment by, LANDLORD (said payment or repayment being referred to herein as the "Adjustment Amount"), as the case may require.
  - c. To the extent that the parties dispute the Adjustment Amount, the undisputed portion of the Adjustment Amount shall be paid promptly, and the parties shall attempt in good faith to resolve the disputed portion of the Adjustment Amount. If the parties are unable to resolve such a dispute within 30 days after TENANT'S receipt of the Additional Rent Statement, the parties shall submit the dispute to binding arbitration in Portland, Maine pursuant to the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures, or, if said rules are no longer in effect, a comparable alternative dispute resolution process. TENANT's dispute of the Adjustment Amount will not be considered a default under this Lease.
  - d. The Additional Rent Statement shall also set forth a reasonable, good faith estimate for Additional Rent for the upcoming Lease Year for TENANT'S

monthly payments. TENANT shall pay said amount on a monthly basis until the next subsequent reconciliation has been completed. TENANT acknowledges that the monthly estimate for Additional Rent does not include charges for any utility expenses for the Leased Premises paid directly by TENANT to the utility provider. LANDLORD shall allow TENANT to review LANDLORD's expenses upon TENANT's request.

8. USE OF PREMISES. The Leased Premises may be used by TENANT for any lawful use. TENANT shall have the right to use the Leased Premises for such uses at any time including evenings, weekends and holidays.
9. ASSIGNMENT/SUBLETTING. The TENANT may not assign this Lease or sublet the Leased Premises or any portion thereof, without the written consent of the Landlord. Such consent shall not be unreasonably conditioned, withheld, or delayed.
10. RENOVATIONS. Landlord hereby consents to any interior finishes that TENANT may make from time to time to the Leased Premises, and to the list of demolition and improvements that are generally described on the List Of Pre-Approved Tenant Improvements and generally depicted in the floor plans that are attached hereto collectively as **Exhibit C** and made a part hereof. Except as set forth in this paragraph and Exhibit C, TENANT shall not alter the building or the Leased Premises without Landlord's prior written consent, which shall not be unreasonably conditioned, withheld, or delayed. Any and all improvements made by Tenant shall be at its own expense. All such renovations shall be performed in a workmanlike manner and in conformance with all applicable laws, regulations and local ordinances, and shall be completed without interfering with any other TENANT's use of their premises. Tenant shall not permit any liens to be placed on the Building.
11. SIGNAGE. TENANT may erect signs at the Leased Premises subject to the prior written approval of Landlord as to the signage design(s) and location(s), which approval shall not be unreasonably conditioned, delayed, or withheld. Such signage shall be in accordance with all local and state governmental codes. The costs of such signage is to be paid by Tenant.
12. REMOVAL OF TENANT'S FIXTURES. TENANT shall have the right at any time on or before vacating the Leased Premises of removing any or all of its personal property, equipment and fixtures, and shall repair any damage thereby caused, and restore the premises to its original condition, ordinary wear and tear excepted.
13. CASUALTY DAMAGE. If the Premises or any part thereof shall be destroyed or damaged by fire or other unavoidable casualty, so that the same shall be thereby rendered unfit for use, then, and in such case, the Rent hereinabove stated or a just and proportional part thereof, according to the nature and extent of injuries sustained, shall be suspended or abated, until LANDLORD has put the Premises

in proper condition for use. Provided, however, in the event that restoration is not reasonably possible within one hundred fifty (150) days after the occurrence of such damage or destruction, then either LANDLORD or TENANT shall have the right to terminate this Lease by giving the other party written notice of such termination within thirty (30) days after such damage or destruction, and upon the giving of such notice, the term of this Lease shall cease and come to an end as of the date of such damage or destruction and any unearned rent shall be returned to TENANT.

14. RETURN OF PREMISES. At the expiration of the Lease term TENANT shall peaceably yield up to LANDLORD the Leased Premises, in good repair in all respects, reasonable use and wear and damage by fire and all other unavoidable casualties excepted. If TENANT holds over after the expiration of the Term, on a month to month basis, Base Rent shall be 1 ½ times the base rent at the end of the Term.
15. MUTUAL INDEMNITY. Subject to and limited by the defenses, immunities, and limitations of liability or damages available to the TENANT under the Maine Tort Claims Act, other statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the TENANT, TENANT, its successors and assigns, agrees to indemnify and hold harmless LANDLORD, its successors and assigns and its property management agent, from any claim, costs, liability and expense arising from or attributable to any acts or omissions of the agents, servants or employees of TENANT in performing its obligations under this Lease. LANDLORD, its successors and assigns, agrees to indemnify and hold harmless TENANT, its successors and assigns, from any claim, costs, liability and expense arising from or attributable to any acts or omissions of LANDLORD, its agents, servants or employees in performing its obligations under this Lease. The parties' obligations under this paragraph shall survive termination of this Lease.
16. CONVENANTS OF LANDLORD. LANDLORD covenants that it is the owner in fee of the Leased Premises, that there are no mortgages or other liens on the Leased Premises, and can and will provide quiet enjoyment of the Leased Premises during the original and any extended terms of the Lease, and that the Lease is signed by a duly authorized individual.
17. PROPERTY MANAGEMENT. LANDLORD or its agent, including Commercial Properties Management, LLC shall provide management services for the management of the Building (including any additions or expansions), its appurtenances and all exterior areas, yards, sidewalks, parking areas, landscaping and the like located outside of said Building but related thereto and the parcel of land on which they are located (the "Property"). LANDLORD's fees for such management services for the applicable Lease Year will be included in the Additional Rent and shall not exceed five percent (5%) of the sum of the Base Rent and the costs of the items described in section 3(b)(i).

18. DEFAULT. TENANT shall be determined to be in default hereunder if (other than for a monetary default): (a) it shall fail to perform any obligations stated herein within thirty (30) days after receipt of written notice of such failure from LANDLORD, or (b) in the case of a default that cannot reasonably be cured within 30 days, if it shall fail to begin using reasonable efforts to cure said default within thirty (30) days after receipt of notice of such failure from LANDLORD. In the case of TENANT's failure to pay BASE RENT, ADDITIONAL RENT, or any other amounts under the Lease when due, except as otherwise set forth in Section 8 of this Lease, TENANT shall be determined to be in default hereunder if it shall fail to pay said amounts due within ten (10) days after receipt of written notice from LANDLORD of such failure. Upon any default not cured within the applicable cure period, the LANDLORD shall have the right, at its option, and in addition to any other remedies, to terminate this Lease by giving TENANT written notice thereof and upon the giving of such notice, this Lease and the term hereof shall cease, and LANDLORD shall have all rights available to it under law. Upon any termination of this Lease, TENANT shall quit and surrender to LANDLORD the Leased Premises in accordance with the provisions of Paragraph 15 hereof. If this Lease is terminated, TENANT shall remain liable to LANDLORD for all Rent accrued and unpaid up to the date of such termination and, if terminated due to TENANT's uncured breach of a material provision of this Lease, all Rent due for the balance of the Term, Landlord agreeing to use commercially reasonable efforts to mitigate such amounts by attempting to lease out the space to other tenants. In the event of LANDLORD'S default hereunder, Tenant shall provide notice of such default to LANDLORD, and if LANDLORD does not cure such default within 30 days of such notice or in the case of a default that cannot reasonably be cured within 30 days, if it shall fail to begin using commercially reasonable efforts to cure said default within thirty (30) days after receipt of notice of such failure from LANDLORD, then TENANT may terminate this Lease, in which case Tenant shall have no further obligation to LANDLORD, including, without limitation, the obligation to pay any Rent to LANDLORD hereunder, and, in addition thereto, may seek relief using all legal and equitable remedies available to TENANT under applicable law.

19. NOTICES. Any notices required to be given under this Lease shall be deemed sufficiently served if in writing and hand delivered or sent by certified U.S. mail, postage prepaid, addressed to the parties as stated below or such other address as either party may designate in writing to which its future notices shall be sent:

To LANDLORD:                    39 LLC  
   P.O. Box 66749  
   Falmouth, ME 04105

To TENANT:                        City of Portland  
   **389 Congress Street**  
   **Portland, Maine 04101**  
   Attention: City Manager and  
   Corporation Counsel

20. BROKER. All parties to this Lease acknowledge that no broker has been involved in this transaction.
21. AMENDMENT. The terms of this Lease may be modified or amended by the mutual assent of the parties hereto; provided, however, that no such modification or amendment to this Lease shall be binding until in writing and signed by both parties.
22. SUCCESSORS BOUND. The terms, covenants, and agreements herein contained shall be for the benefit of and be obligatory upon the heirs, successors, and assigns of the respective parties hereto.
23. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Maine. The parties consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings, and litigation arising from or relating directly or indirectly to this Agreement
24. MEMORANDUM OF LEASE. Landlord and Tenant agree that this Lease shall not be recorded but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties.
25. SEVERABILITY. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
26. HEADINGS. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.
27. TENANT'S RIGHT TO TERMINATE.
  - a. LANDLORD acknowledges and agrees that TENANT's obligations under this Lease are subject to TENANT's annual budgetary appropriations. In the event that TENANT's annual budget does not include funds sufficient to satisfy its obligations under this Lease at any time during the term of this Lease, TENANT shall so notify LANDLORD, and this Lease shall terminate on the effective date of termination set forth in such notice, and neither party shall have any further obligation to the other under this Lease. This paragraph does not allow TENANT to terminate this Lease in order to lease similar premises from a third party. In no event shall termination under this paragraph relieve the TENANT of any liability for

any breach of this Lease occurring prior to the effective date of such termination.

- b. **MORALS CLAUSE.** If LANDLORD or any of its members, managers, officers, directors, board members, or principals (i) is charged with committing a misdemeanor of moral turpitude that is punishable by a prison term of at least 6 months or a felony (regardless of the length of prison term associated with such offense); (ii) commits or is accused of committing an act involving moral turpitude under federal, state or local law (regardless of whether or not such act involving moral turpitude is a misdemeanor or felony); or (iii) commits an act of significant public disrepute or becomes the subject of a scandal such that TENANT believes, in its reasonable discretion, that the TENANT's image has been or will be negatively affected; TENANT may, upon 60 days' prior written notice to LANDLORD, terminate this Lease, after which neither party shall have any further obligation to the other hereunder.
28. **WAIVER OF DEFAULT:** Waiver by either party of any default in performance by the other of any of the terms, covenants, agreements or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.
29. **ENTIRE AGREEMENT.** This Lease and its attachments represent the entire and complete agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this Lease.
30. Notwithstanding anything in this Lease to the contrary, the TENANT's obligations under this Lease are subject to and limited by the defenses, immunities, and limitations of liability or damages available to the TENANT under the Maine Tort Claims Act, other statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the TENANT.

*Signature page follows.*

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

WITNESS:

**39 LLC (LANDLORD)**

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By:

Its:

WITNESS:

**CITY OF PORTLAND (TENANT)**

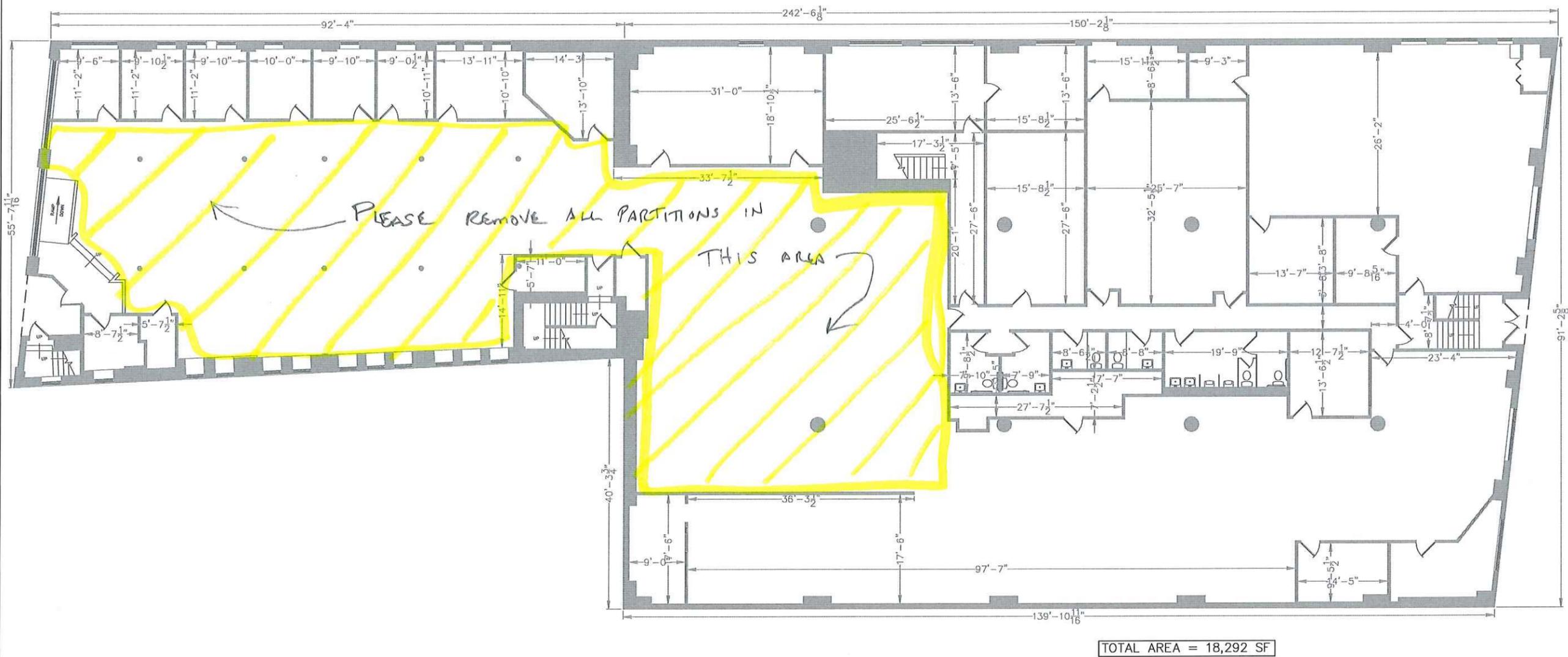
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By: Jon P. Jennings

Its: City Manager

**EXHIBIT A**  
**(See attached floor plans depicting Landlord's work**  
**described in Section 1(b) of the Lease)**



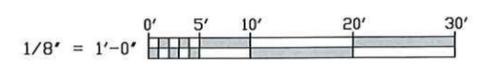
REV	SUBMISSION	DATE

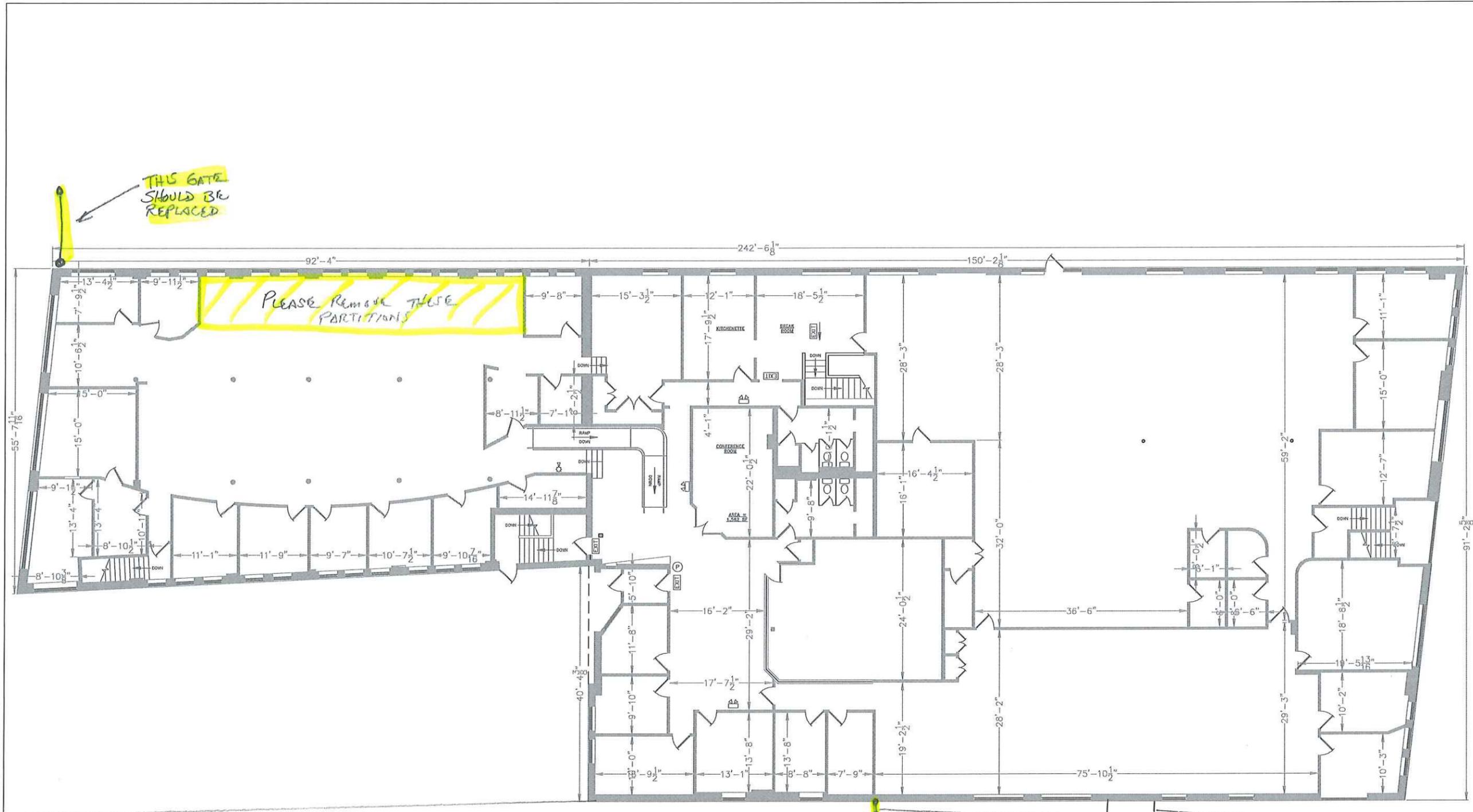
PROJECT:  
329 FOREST AVE  
PORTLAND, ME 04101

OWNER:  
?

DESIGN BY:	MIF
DRAWN BY:	MIF
CHECKED BY:	MIF
SHEET NAME:	
2ND FLOOR PLAN (24X36)	
DATE:	03/01/2021
PAGE 2 OF 2	
SHEET NO. 1	REV
SCALE	AS NOTED

39 FOREST AVE - LOWER LEVEL PLAN - EXISTING  
Scale: AS NOTED





TOTAL AREA = 18,298 SF

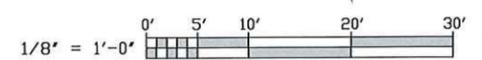
PORTLAND STAGE CO.

OTELCO



39 FOREST AVE - UPPER LEVEL PLAN - EXISTING

Scale: AS NOTED



REV	SUBMISSION	DATE

PROJECT:  
329 FOREST AVE  
PORTLAND, ME 04101

OWNER:  
?

DESIGN BY: MIF  
DRAWN BY: MIF  
CHECKED BY: MIF  
SHEET NAME:

1ST FLOOR PLAN  
(24X36)

DATE: 03/01/2021  
PAGE 1 OF 2  
SHEET NO. 1  
SCALE: AS NOTED

**EXHIBIT B**  
**Base Rent Schedule**

<b>Lease Year</b>	<b>From:</b>	<b>To:</b>	<b>Yearly Rent</b>	<b>Monthly Rent</b>
1	6/1/2021	5/31/2022	\$277,500	\$23,125
2	6/1/2022	5/31/2023	\$280,275	\$23,356
3	6/1/2023	5/31/2024	\$283,078	\$23,590
4	6/1/2024	5/31/2025	\$285,909	\$23,826
5	6/1/2025	5/31/2026	\$288,768	\$24,064
6	6/1/2026	5/31/2027	\$291,655	\$24,305
7	6/1/2027	5/31/2028	\$294,572	\$24,548
8	6/1/2028	5/31/2029	\$297,518	\$24,793
9	6/1/2029	5/31/2030	\$300,493	\$25,041
10	6/1/2030	5/31/2031	\$303,498	\$25,291
11	6/1/2031	5/31/2032	\$306,533	\$25,544
12	6/1/2032	5/31/2033	\$309,598	\$25,800
13	6/1/2033	5/31/2034	\$312,694	\$26,058
14	6/1/2034	5/31/2035	\$315,821	\$26,318
15	6/1/2035	5/31/2036	\$318,979	\$26,582
16	6/1/2036	5/31/2037	\$322,169	\$26,847
17	6/1/2037	5/31/2038	\$325,391	\$27,116
18	6/1/2038	5/31/2039	\$328,644	\$27,387
19	6/1/2039	5/31/2040	\$331,931	\$27,661
20	6/1/2040	5/31/2041	\$335,250	\$27,938

**EXHIBIT C**  
**List of Pre-Approved Tenant Improvements  
And Floor Plans**

- **First Floor Demolition**
  - Remove carpeting
  - Remove drop ceiling in open space
  - Remove lighting
  - Remove CAT5 wiring
  - Remove exam room doors and frames
  - Remove cubicles as depicted on attached floor plan
  
- **First Floor Improvements**
  - Polished concrete floors or rubber tile
  - Install reception desk
  - Build-out of walls (5'H) in exam rooms for plumbing
  - Replace 7 exam room doors and frames
  - Add approximately 150 feet of new walls for meeting and storage rooms
  - Add patient rest room with shower near lab
  - Add medical storage room
  - Install CAT6 cable, LED lights
  - Install new drop ceiling in open space
  - Add restroom at main entrance
  
- **Second Floor Demolition**
  - Remove carpet outlined in yellow on attached floor plan
  - Remove bathroom outlined in pink on attached floor plan
  - Remove cubicles as depicted on attached floor plan
  
- **Second Floor Improvements**
  - Polished concrete floors or rubber tile
  - ADA restroom renovation near waiting room
  - Add three door openings for restroom access and security in pink area on attached floor plan.