

**FIRST AMENDMENT TO THE LEASE
BETWEEN THE CITY OF SAN MATEO AND
AMERICAN MEDICAL RESPONSE WEST**

WHEREAS, the City of San Mateo ("City"), a municipal corporation of the State of California, and American Medical Response West., a California Corporation and subsidiary of EMSC Corporation ("Tenant"), entered into a Lease Agreement ("Lease") on January 1, 2018 for the premises at 1812 Norfolk Street; and

WHEREAS, the City has requested to terminate the lease early in order to use the premises for a Police Department sub-station, vehicle impound storage area, and sleeping quarters for police officers; and

WHEREAS, the Tenant has identified an alternative location for operations and has agreed to vacate the premises by September 30, 2019; and

NOW, THEREFORE, the parties agree to as follows:

1. The second sentence of Section 3.1, "Term of Lease," is amended to state: "The Term shall expire on September 30, 2019."
2. All other terms and conditions of the Lease shall remain the same.
3. The City will pay the Tenant's negotiated rent of \$1,500 per month for the alternative location for the completion of the original lease term through December 31, 2019.

LANDLORD
CITY OF SAN MATEO

TENANT
AMERICAN MEDICAL RESPONSE WEST

By _____
Drew Corbett, City Manager

By _____
Brad White, Regional Director

Approved as to Form:

Gabrielle Whelan
Assistant City Attorney

Exhibits:
Exhibit A – Lease

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of (“**Lease**”), is between **THE CITY OF SAN MATEO**, a municipal corporation (“**Landlord**”), and **AMERICAN MEDICAL RESPONSE West (AMR)**, a California corporation and a subsidiary of **EMSC Corporation**, (“**Tenant**”).

BACKGROUND

The parties acknowledge that Landlord is acting in its proprietary capacity in entering into this Lease, but that it also performs a regulatory function in its capacity as a charter city. In its proprietary capacity, Landlord will cooperate with Tenant in facilitating the purposes and object of this Lease. This shall not alter or inhibit its duty or the exercise of its legitimate discretion when Landlord is acting in its regulatory capacity as the City of San Mateo.

ARTICLE 1
BASIC LEASE INFORMATION

Section 1.1. **Reference Data.** The following reference data constitutes certain terms of this Lease.

Landlord:	City of San Mateo
Tenant:	American Medical Response West
Premises:	The portion of the building located at 1812 Norfolk Avenue, legally described in Exhibit A , and designated on the Site Plan, Exhibit B , located in the City of San Mateo, San Mateo County, California.
Est. Lease Area:	2,010 SF
Initial Term:	Two Year
Extension Options:	Provided tenant notifies landlord of its intent to exercise its options in writing a minimum ninety (90) days prior to expiration of initial term and First Option term, Two five (5) year options to extend lease First Extension rent: \$3,300.00 with 3% annual increases thereafter

Second Extension Rent: 3% over 5th years First
Extension rent with 3% annual increases
thereafter.

Rent: Year 1 : \$3,125.00 per month
Year 2: \$\$3,225.00 per month

Estimated Commencement Date: January 1, 2018

Landlord's Notice Address: The City of San Mateo
330 W. 20th Avenue
San Mateo, California 94403
Attention: City Manager

Landlord's Telephone Number: (650) 522-7009

Notice Address for Tenant: Regional Director
American Medical Response West
1510 Rollins Road
Burlingame, CA 94010

Tenant's Telephone Number: (650) 235-1333

With Mandatory Copy : American Medical Response West
6363 S Fiddler's Green Circle, 14th Floor
Greenwood Village, CO, 80111
ATTN: Legal Department
Email: Lease@amr.net

Lease Exhibits:

Exhibit A	Legal Description of Premises
Exhibit B	Site Plan of Premises
Exhibit C	Estoppel Certificate

Section 1.2. Definitions. The following definitions constitute certain terms of this Lease which are set forth in this Section 1.2 for ease of reference. Each subsequent reference in this Lease to any of the terms defined shall incorporate the definitions in this Section as if the same were fully and completely stated therein.

“ADA” and “Accessibility Laws” references to ADA and/or Accessibility Laws shall mean Title II or III of the Federal Americans With Disabilities Act, as appropriate and as amended from time to time, including any comparable state or local laws, or any rules, regulations or guidelines implementing the ADA.

“Anniversary” shall mean twelve (12) full calendar months from the date of a given event. Any reference to an Anniversary of the Commencement Date shall mean twelve (12) month periods beginning on the Commencement Date, unless the Commencement Date occurs on a day other than the first day of a calendar month, in which case, Anniversary shall mean each period of twelve (12) full calendar months beginning on the first day of the calendar month immediately following the Commencement Date.

“Applicable Laws” shall mean any law, ordinance, order, rule, regulation, requirement or judicial decision of any Governmental Authority, which is at any time during the Term applicable to the Premises. Such laws, ordinance, orders, rules, regulations shall include, without limitation, any of those which relate to zoning, public health, public safety, environmental protection, accessibility, the removal of architectural barriers and the existence or removal of any Hazardous Materials.

“Commencement Date” shall mean the day established as the Commencement Date in Section 3.1 hereof.

“Extension Term” shall mean each additional extension of the Initial Term of the Lease as extended pursuant to Section 3.3 hereof.

“Governmental Authority” shall mean any federal, state, municipal or local governmental authority, agency or board or any division thereof, acting in its regulatory capacity.

“Governmental Requirements” shall mean those Applicable Laws, which relate to the development or construction of the Premises, Garage or the Promenade for their intended uses.

“Hazardous Material” shall mean (a) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et. seq.* (“CERCLA”); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et. seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et. seq.* (“RCRA”); the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et. seq.*; the Clean Water Act, 33 U.S.C. Section 1251, *et. seq.*; or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products contained within regularly operated motor vehicles; (d) asbestos; (e) subsurface gas; (f) urea formaldehyde foam insulation; (g) poly chlorinated byphenyls (“PCBs”); and (h) freon and other chlorofluorocarbons.

“Initial Term” shall mean the initial Term of the Lease beginning at the Commencement Date and continuing for two years.

“Interest Rate” shall mean the prime-lending rate charged by Bank America or any successor thereto.

“Landlord’s Environmental Act” shall have the meaning given such term in Article 19 hereof.

“Lease Year” means twelve (12) calendar months with the first Lease Year commencing on the Commencement Date. If the Commencement Date falls on a date other than the first day of a calendar month, then the first Lease Year shall end on the day immediately prior to the first anniversary of the first day of the next calendar month following the Commencement Date and the first Lease Year shall include the period of time from the Commencement Date to the first day of the next calendar month.

“Premises” shall mean the portion of the building located at 1812 Norfolk Avenue that is designated on the Site Plan in Exhibit B.

“Rent” shall mean Base Rent and any other charges deemed additional rent under this Lease.

“Site Plan” shall mean the site plan for the Premises attached hereto as **Exhibit B**.

“Tax Year” shall mean, in general, the fiscal year for Real Estate Tax purposes established, from time to time, by a taxing authority having jurisdiction over any part of the Premises. In any particular reference in Article 6, however, “Tax Year” shall mean that portion (or the whole) of the taxing authority's fiscal year falling within the Term and shall never be deemed to refer to any portion of any such fiscal year falling outside the Term. At the present time, the Tax Year for the municipality in which the Premises are located is the twelve (12) month period beginning January 1 of each calendar year.

“Tenant’s Environmental Act” shall have the meaning given such term in Article 19 hereof.

“Term” shall mean the Initial Term and any Extension Term added to the Initial Term pursuant to Section 3.3.

ARTICLE 2 PREMISES AND SITE PLAN

Section 2.1 **Premises.** Landlord hereby leases to Tenant the Premises as described in **Exhibit A** and shown in **Exhibit B**, together with all rights, privileges, benefits, rights-of-way and easements now or hereafter appurtenant or belonging thereto, whether arising under any private or public grant or authority including rights of encroachment for Premises sign and awnings approved under applicable regulatory authority. Tenant acknowledges that it has inspected the Premises and finds its condition acceptable. Notwithstanding this finding, Tenant does not waive any of Landlord’s Duties to Maintain as described in Section 9.2 hereof.

Section 2.2 **Site Plan.** The Site Plan is a plan of the existing Premises and is attached as **Exhibit B**. Except as allowed in this Lease, Tenant shall not modify, alter or add any improvements to the Premises without the consent of Landlord.

ARTICLE 3

TERM AND POSSESSION

Section 3.1 **Term of Lease.** Landlord hereby leases the Premises to Tenant for the Term. The Term shall commence on January 1, 2018 (the “Commencement Date”). The Term shall expire two years later unless extended. No extension of this period may be had based upon the claimed fault of the other party or by the initiation of legal proceedings challenging any aspect of the Project. Such termination shall be effective immediately. Except as otherwise agreed in this Lease, upon such termination, the parties agree that they will make no claims or file any suit against the other for damages or expenses incurred until that time on the Project.

Section 3.2 **Extensions.** Landlord and Tenant may agree to extend the Term for up to two additional five-year terms. Any extension will require a written amendment to this Lease.

Section 3.3. **Holdover.** In the event Tenant shall wrongfully remain on the Premises after termination of this Lease without the consent of the Landlord, in addition to all costs, fees and expenses otherwise due under this Lease, Tenant shall owe rent in addition to a premium of 50% of the total rent due, payable monthly.

ARTICLE 4

RENT

Section 4.1 **Annual Base Rent.** Tenant shall pay rent to Landlord at the rate specified in Section 1.1 commencing on January 1, 2018. Rent shall be paid in equal monthly installments in advance on the first day of each and every calendar month following the Commencement Date to the City of San Mateo’s Commercial property manager Capital Realty Group with payment month noted. Rent payable by Tenant hereunder for any fractional month at the beginning or end of the first Lease Year and last Lease Year shall be prorated on a daily basis. All rentals and other charges to be paid by Tenant to Landlord hereunder shall be paid at the place designated in writing from time to time by Landlord.

Section 4.2. **Delinquent Rent.** Should Tenant in any given Lease Year fail to pay its rent within ten (10) days of the required payment date, Tenant shall be assessed a late charge. The amount of the late charge shall equal five percent (5%) of the delinquent amount. In addition to said late charge, Tenant shall be obligated to pay Landlord 10% interest on the delinquent amount for the period commencing on the due date and continuing until the date Landlord receives payment.

ARTICLE 5

(reserved)

ARTICLE 6 REAL ESTATE TAXES

Section 6.1. Tenant's Obligation. Tenant shall pay when due all real estate taxes (expected to be only Possessory Interest Tax) which are lawfully charged, assessed or levied against the Premises during the Term from and after the Commencement Date. Tenant shall have no obligation to pay any real estate taxes payable for any period falling after the expiration or earlier termination of the Term. Tenant shall pay the tax bill for real estate taxes received from the taxing authority directly to such authority prior to the last date for payment of taxes that will avoid penalties and/or interest charges. Within thirty (30) days after the delinquency date, Tenant shall provide Landlord with written evidence satisfactory to Landlord of Tenant's payment of real estate taxes.

Section 6.2. Right to Contest Taxes. Tenant may initiate and prosecute any proceedings permitted by law for the purpose of obtaining abatement or reduction of any real estate taxes assessed against the Premises. Prior to commencing any such action, Tenant shall notify Landlord. In connection with any action taken, Tenant may do so in the name of Landlord in its proprietary capacity if according to law Tenants rights must be asserted by the Owner. Landlord shall cooperate with Tenant by providing Tenant with any relevant information with respect to the cost of any work performed by Landlord. Any penalties or interest charges imposed in connection with tax reduction proceedings commenced by Tenant shall be the sole responsibility of Tenant and shall be paid upon the final determination thereof. Landlord shall immediately remit to Tenant any abatement or reduction received through Tenant's action, to which Tenant is equitably entitled.

Section 6.3. Improvement or Special Assessment District. If at any time during the Term, any Governmental Authority shall undertake to create any improvement or special assessment district with boundaries that encompass all or any portion of the Premises, Tenant may appear in any proceeding relating thereto. Tenant may also exercise all of Landlord's proprietary rights to exclude the Premises from the proposed improvement or assessment district or reduce the amount of the proposed levy. Landlord shall promptly advise Tenant of the receipt of any notice or other information relating to the proposed creation of any such improvement or special assessment district with boundaries that encompass any portion of the Premises. Tenant shall have the right to request the apportionment of any real estate tax imposed on a lump sum basis to finance an improvement with a useful life greater than the remaining Term including all Extension Options whether exercised or not, and shall pay its portion of the lump sum real estate tax. In the event Tenant fails to exercise all or any Extension Options, it shall be entitled to a proportional refund from Landlord of the lump sum Tax it has paid for the period of the unexercised option(s). If the parties are unable to agree upon the proper apportionment, such apportionment shall be determined by mediation in accordance with the provisions of Section 18.5 hereof.

Section 6.4. Tax Refunds. To the extent of Tenant's actual payments made, Tenant shall be entitled to receive all tax abatements, refunds, rebates or credits allocable to that portion of any Tax Year for which the payment was made, all or a portion of which is included in the Term.

Tenant's right to receive such abatement, refund, rebate or credit, following the final determination of Tenant's obligations for real estate taxes with respect to such Tax Year, shall survive the expiration or earlier termination of this Lease.

ARTICLE 7 INSURANCE AND INDEMNIFICATION

Section 7.1. Tenant's Insurance. Prior to the commencement of Tenant's occupation of the premises, Tenant shall procure and maintain for the duration of the lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the Premises. The cost of such insurance shall be borne by the Tenant. If the Tenant maintains broader coverage and/or higher limits than the minimum amounts shown below, the Landlord requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Landlord.

Minimum Scope and Limit of Insurance:

(a) **Commercial General Liability (CGL).** Commercial or comprehensive general liability insurance on an occurrence basis insuring against any and all claims for damages to person or property or loss of life or of property occurring upon the Premises with limits of not less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or general aggregate limit shall be twice the required occurrence limit.

(b) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000.00 per accident for bodily injury or disease (for Tenant's with employees).

(c) **Property Insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

(d) **Additional Insured Status.** Tenant shall name Landlord, its employees, elected and appointed officials and agents as additional insured to all policies of insurance required hereunder and such shall be evidenced by written policy endorsement issued by the surety and delivered to Landlord.

(e) **Primary Coverage.** For any claims related to this Lease, the Tenant's insurance coverage shall be primary insurance coverage as respects the Landlord, its employees, elected and appointed officials and agents. Any insurance of self-insurance maintained by the Landlord its employees, elected and appointed officials and agents shall be excess of the Tenant's insurance and shall not contribute with it.

Section 7.2. Certificates of Insurance. Tenant shall furnish Landlord with certificates of insurance evidencing the insurance coverage required herein including endorsements as required under section 7.1. Tenant shall provide Landlord with certificates of insurance thirty (30) days after the commencement date. All certificates of insurance shall contain a provision that the

insurance carrier shall not cancel or modify the insurance coverage without giving Landlord thirty (30) days' prior written notice. Tenant shall deliver Current certificates of extension or replacement of insurance to Landlord, at least thirty (10) days prior to the expiration of any policy.

Section 7.3. Alternate Insurance.

Use of Blanket Policy. Notwithstanding anything to the contrary hereinabove contained, Tenant may, at its option, include any of the insurance coverage hereinabove set forth in general or blanket policies of insurance provided that the coverage afforded shall provide a separate allocation of value to the Premises that will not be reduced or diminished by reason of the use of such general or blanket policies and may be affected by any combination of basic, excess or umbrella coverage.

Section 7.4. Additional Insurance Provisions.

(a) All insurance provided for in this Article 7 shall be effected under standard form policies issued by insurers of recognized responsibility authorized to do business in the State of California.

(b) All policies shall be written by insurance companies having an A.M. Best's rating of "A/7" or better, and such insurance companies shall be qualified to do business in the State of California.

(a) If at any time either party fails to maintain the required insurance, the other party shall have the right to procure the same and pay any and all premiums thereon and submit a demand of reimbursement to the defaulting party.

Section 7.5. Waiver of Subrogation. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage specifically insured against, or required by the terms hereof to be insured against by such party even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible to the extent of the greater of (a) the amount of insurance required hereunder if and to the extent such insurance would have covered such loss or damage or (b) the amount of insurance actually carried by such party to the extent such insurance covers such loss or damage.

Section 7.6. Tenant's Indemnity. Tenant agrees to hold harmless and indemnify Landlord, its elected and appointed officials, employees, and agents ("**Indemnified Parties**") from and against any and all claims, loss, liability, damage, and expense arising from the performance of this Lease by Tenant. Tenant agrees to defend Indemnified Parties against any such claims. This provision does not apply to claims, loss, liability damage or expense arising from the sole negligence, willful misconduct, or active negligence of Landlord.

Section 7.6. Landlord's Indemnity. Landlord agrees to hold harmless and indemnify Tenant, its elected and appointed officials, employees, and agents ("**Indemnified Parties**") from and against any and all claims, loss, liability, damage, and expense arising from the performance of Landlord's duties set forth in section 9.2 of this Agreement by Landlord. Landlord agrees to defend Indemnified Parties against any such claims. This provision does not apply to claims, loss, liability, damage, or expense arising from the sole negligence, willful misconduct, or active negligence of Tenant's use of the Premises or duties performed pursuant to this Agreement.

ARTICLE 8 UTILITIES

Service to the Premises. Landlord represents, to the best of its knowledge, all necessary utilities are located, at minimum, in the middle of surrounding streets. Tenant shall be responsible for obtaining all necessary service from said location to the Premises, including, without limitation, utilities, sanitary sewer, and communication. Tenant shall pay all cost associated with obtaining such services.

ARTICLE 9 MAINTENANCE AND REPAIRS

Section 9.1. Tenant's Duties.

(a) **Structural and Utilities.** During the Term, Tenant, at its sole cost and expense, shall maintain the plumbing, electrical, communications, interior partitions and non-load bearing walls of the Premises excluding all repairs necessitated by the willful acts or negligence of Landlord, its agents, employees, or contractors. Tenant at its sole cost and expense shall construct, including obtaining all permits necessary, tenant improvements on the property to adapt it to its intended use, including meeting all ADA and other code requirements. Tenant shall defend and indemnify Landlord for its losses resulting from Tenant's failure to meet ADA or other code requirements.

(b) **Regular Maintenance.** Tenant shall maintain the Premises in a first-class manner and keep the same free from waste at all times. As part of its duties, Tenant shall: (a) Inspect, maintain, repair and replace the surface of all interior surfaces, keeping them level, smooth and evenly covered with the type of surface material originally installed thereon or such substitute therefor as shall be in all respects equal in quality, appearance and durability; (b) promptly remove all papers, debris, filth, and refuse from exterior areas of the Premises and wash or thoroughly sweep paved areas as required; (c) maintain, replace and repair all furnishings and interior finishes, as shall be reasonably required and in accordance with the practices prevailing in the operation of a first class Premises; (d) clean the lighting fixtures of the Premises and relamp as needed; (e) clean signs of the Premises, including relamping and making repairs as required; (f) keep the Premises adequately lit, secure, and patrolled, and promptly replace any burned-out light bulbs therein; (g) perform all maintenance, repairs, replacements, alterations and improvements in and to the Premises that are necessary to keep the Premises in compliance with all laws (including, but not limited to, the Accessibility Laws) applicable to the design, construction, operation, use and maintenance of the Premises, including HVAC minor maintenance, such as filter replacements, seasonal adjustments, and thermostat programming. Tenant agrees to indemnify Landlord for all damages, losses, fines and expenses, including reasonable attorneys' fees, incurred by Landlord as a result of Tenant's failure to comply with any provision of this Section and keep the same free from waste at all times. Excepted from these Tenant obligations are those set forth in Section 9.2, Landlord's Duties.

Section 9.2. Landlord's Duties.

(a) **Structural and Utilities.** During the Term, Landlord, at its sole cost and expense, shall maintain the Premises roof, exterior walls, foundations, structural components, and heating, ventilating and air conditioning (“HVAC”) systems except that Tenant shall be responsible for all such repairs necessitated by the willful acts or negligence of Tenant, its agents, employees, and contractors, or are otherwise a part of Tenant’s Duties as set forth in Section 9.1 above.

(b) **Maintenance.** As part of its duties, Landlord shall: maintain, repair and replace landscaping as necessary to keep the same in good condition.

**ARTICLE 10
ALTERATIONS; IMPROVEMENTS**

Section 10.1. Alterations to Premises. Subject to regulatory approval, Tenant may make any modification, alteration, addition and improvement to the interior of the Premises. Exterior modifications to the Premises shall require prior written approval from Landlord, which shall not be unreasonably withheld. Any modification, alteration, addition or improvement shall be done at Tenant's sole cost and expense. Landlord shall cooperate with Tenant in obtaining any necessary governmental permits or approvals or otherwise in making said improvements. Tenant shall be entitled to any depreciation on any equipment or other property placed and paid for by Tenant, or additions or replacements made by Tenant. Landlord agrees to execute any and all documents necessary to pass through to Tenant any such tax benefits.

Section 10.2. Liens. Tenant shall not permit any mechanic’s; materialman’s or other lien against the Premises in connection with any labor, materials or services furnished or claimed to have been furnished. If any such lien shall be filed against the Premises, Tenant will cause the same to be discharged in a timely manner. However, Tenant may contest any such lien, so long as the enforcement thereof is stayed. Should Tenant receive written notice of such a lien having attached to Landlord’s interest, Tenant shall forthwith take such action by bonding or otherwise as will remove or satisfy such lien.

**ARTICLE 11
REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 11.1. Landlord's Warranties and Representations. Landlord warrants and represents to Tenant as follows:

- (a) that Landlord is the record owner of the Premises in fee simple absolute, and that the Premises and all rights of Tenant hereunder are free and clear of all encumbrances and restrictions (whether contained in deeds, leases or other instruments or agreements), except the Permitted Encumbrances;
- (b) that the officials executing this Lease on behalf of Landlord have the full right and lawful authority to execute this Lease.

Section 11.2. **Tenant's warranties and representations.** Tenant warrants and represents to Landlord as follows:

The Officer or other person executing this Lease on behalf of Tenant has the full right and lawful authority to execute this Lease.

ARTICLE 12 PARKING

Parking is limited to such parking that exists on the Premises. To the extent required by law, Tenant is responsible to provide any other parking required by law for the intended use of the Premises.

ARTICLE 13 USE

Section 13.1. **Permitted Use.** Tenant shall have the right to occupy and use the Premises for the primary purpose of operating an ambulance service. Tenant acknowledges that it may need separate regulatory approval in connection with any use of the Premises. Tenant further acknowledges that it is Tenant's responsibility to obtain any such regulatory approval, not that of Landlord. Tenant shall not allow use of the Premises for any immoral or illegal purpose and shall not do anything or bring anything to the Premises that results in increase in the rates of insurance applicable to the Premises or results in cancellation of existing insurance policies unless specifically allowed under this Section.

Section 13.2. **Exclusive.** Tenant shall have exclusive use of the Premises for the uses allowed under this Article, except that Landlord shall be allowed entry on the Premises to conduct necessary maintenance and repairs within its responsibility and as otherwise allowed under this Lease.

Section 13.3. **Operations.** Tenant shall operate the use upon the Premises during the same hours as competing similar uses. Tenant shall have the right to reduce its operational hours or close during the following circumstances: (1) any act of God, (2) damage to Premises, (3) any force majeure, (4) any occurrence beyond Tenant's reasonable control that prevents the use of the Premises, (5) renovations, repair or remodeling to the Premises, (6) temporary taking by a Governmental Authority, (7) regulatory action that prohibits the operation of the permitted use. Any other reduction in operational hours or closure for a period in excess of three (3) months shall be grounds upon which Landlord may terminate this Lease.

Section 13.4. **Limitations.** Tenant shall not permit any odors, smoke, dust, gas, light, noise, vibrations or other activity which might constitute either a public or private nuisance from occurring on the Premises. By entering the Premises Tenant accepts the Premises in the condition existing as of the date of such entry, subject to Landlord's completion of Landlord's Work, if any, as designated herein.

ARTICLE 14

ASSIGNMENT AND SUBLETTING

Section 14.1. Assignment and Subletting.

(a) **Assignment and Subletting by Tenant.** Landlord hereby agrees that, with Landlord's prior written consent, which shall not be unreasonably withheld or delayed, Tenant may transfer all or any portion of the Premises to a responsible subtenant. In connection with a transfer, Landlord shall have a first right of refusal to purchase the Leasehold interest on the same terms and conditions being offered to the proposed assignee. Landlord must exercise its right within sixty (60) days from the receipt of the material business terms of the proposed transfer, which Tenant shall provide Landlord at the earliest possible time. Landlord must exercise its right by submitting an unqualified written acceptance of the terms and conditions of the proposed Transfer. Any increased in rent on a sublease or assignment shall be passed through to the Landlord.

(b) **Transfer.** Each of the following shall be deemed a transfer; (i) any assignment of the Lease or estate therein; (ii) any sublease of all or a portion of the Premises; (iii) the sale or transfer of more than fifty percent (50%) of voting capital stock of Tenant; (iv) the sale or transfer of more than fifty percent (50%) of any entity which controls Tenant; and (v) any merger, consolidation or other reorganization of Tenant with any other party or entity.

(c) **Procedure for Obtaining Consent.** Prior to any transfer requiring Landlord's consent, Tenant shall provide Landlord with the following: (1) a description of the business background and experience of the proposed transferee; and (2) a description of the transferee's proposed use of the Premises. Within sixty (60) days after receiving this information, Landlord shall notify Tenant of its determination. If Landlord consents to the transfer, Tenant shall provide Landlord, when available, with a copy of the executed instrument effectuating the transfer. Should Landlord fail to respond within the requisite sixty (60) day period, Landlord will be deemed to have rejected the proposed transfer. Should Landlord wish to withhold its consent, it must state in writing the specific reasons for its determination.

(d) **Release and Assumption of Liabilities.** Any assignee or transferee of Tenant's interest under this Lease shall assume and agree in writing to keep, observe and perform all of the agreements, conditions, covenants and terms of this Lease on the part of Tenant to be kept, observed and performed, and shall be and become liable for the nonperformance thereof accruing from said date. Nonetheless, Tenant shall not be released of any of its obligations and liabilities to Landlord arising from this Lease, unless such release is expressly given by Landlord in writing.

ARTICLE 15

SIGNAGE

Section 15.1. Tenant's Signs. Tenant may, at its expense and in conformity with Applicable Law and regulatory discretionary authority, construct and maintain such signs on the

Premises as Tenant deems desirable, including, without limitation: (i) illuminated signs and poster cases on the exterior walls of the Premises, including identification, directional and reader board signs; (ii) signs on the interior or exterior of any windows of the Premises; provided, however, that the location and appearance of the Tenant's signs shall be subject to Landlord's reasonable approval.

Section 15.2. Maintenance of Tenant's Signs. Tenant's signs shall be maintained in good repair at Tenant's expense and Tenant shall pay the cost of any electricity consumed in illuminating such signs.

Section 15.3. Sign Permits. Promptly after execution of this Lease, Tenant shall obtain all necessary permits for all the proposed signs. Landlord shall cooperate and join with Tenant in filing and prosecuting all applications, appeals and/or variances for the obtaining of sign permits. Tenant shall furnish sketches and/or plans showing the signs and shall pay all permit fees.

ARTICLE 16 DAMAGE AND DESTRUCTION

Section 16.1. Damage and Destruction.

(a) **Premises.** If more than 25% of the Premises is damaged or destroyed by fire or other casualty ("Casualty") to the extent that the repairs (collectively, the terms "rebuild" and "repair" and their various conjugations and declensions, whether used as verb or noun, are referred to hereafter as "Repair" with its conjugations and declensions, whether used as verb or noun) cannot reasonably be completed within three hundred and sixty five (365) days from the date of Casualty, Tenant may, at its option, terminate this Lease as of the date of Casualty by notice to Landlord within sixty (60) days of such date. If Tenant does not so terminate this Lease, or if the improvements are so damaged that Repairs may be completed within (365) days from the date of Casualty, then this Lease shall not terminate. Tenant shall proceed to Repair such improvements to substantially the condition as existed immediately prior to the Casualty and shall diligently pursue such Repair to completion.

(b) **Insurance Proceeds.** Tenant shall hold in trust any funds paid to Tenant by Tenant's insurance carrier for the restoration of the Premises in a separate account prior to actual disbursement of funds to restore the Premises. The Premises shall be restored in accordance with the original plans and specifications for the Premises, except to the extent changes are required under applicable law. As the reconstruction progresses, Tenant will disburse the insurance funds to its contractors subject to a ten percent (10%) holdback of each payment until completion of the reconstruction at which time the ten percent (10%) holdback will be disbursed to its contractors. All construction work shall be done in a good and workmanlike manner in accordance with applicable legal requirements and the requirements of applicable insurance policies.

Section 16.2. End of Term Casualty. Tenant shall not be required to Repair any Casualty occurring during the final 12 months of the Term if the Repairs cannot reasonably be

completed within six months of the date of the Casualty, and may instead elect to terminate this Lease as if the Casualty was a Casualty where the time reasonably required to complete the Repairs would exceed three hundred sixty-five (365) days. Nonetheless, Tenant shall make any repairs required to preserve and protect the Premises from further damage during this time period.

Section 16.3. Application of Insurance Proceeds. In the event of a Casualty where Tenant elects to terminate this Lease, Landlord shall be entitled to the entire amount of the insurance proceeds payable under the policies maintained by Tenant hereunder, less the reasonable amount required to demolish the building and return the Premises to a rough graded level condition, if it is Landlord's desire that Tenant return the Premises in that condition.

Section 16.4. Rental Abatement. Tenant shall be entitled to an abatement in the event damage or destruction caused by the negligence of Landlord occurs that render the Premises unusable. The amount of the abatement shall be based on an equitable basis taking into consideration the nature of the event. To the extent the parties are unable to reach agreement on the amount of the abatement, each party shall have the right to submit the matter to arbitration pursuant to Section 18.5.

ARTICLE 17

EMINENT DOMAIN

Section 17.1. Taking of the Premises.

(a) If the whole of the Premises or any portion thereof which in Tenant's judgment renders the balance unsuitable for the continuation of Tenant's business shall be taken in condemnation proceedings, by right of eminent domain or by sale in lieu of such taking, this Lease shall terminate when possession shall be taken by the condemning authority.

(b) If this Lease is not terminated pursuant to Section 17.1 the Lease shall remain in full force and effect with respect to the remainder of the Premises. Tenant, at its sole cost and expense, shall repair, alter and restore the Premises to substantially their former condition so as to constitute complete, integrated and economically viable facilities, subject to such changes or additions as Tenant may elect to permit. Base Rent shall be reduced from and after the date of the taking in the same proportion that the square footage of the Premises after such taking shall bear to such area immediately before the taking.

Section 17.2. Temporary Taking.

Should any portion of the Premises be taken on a temporary basis, there shall be no reduction in rent, but Tenant shall be entitled to that portion of the condemnation award recoverable in respect of such temporary use, whether in the form of rental or otherwise, for the taking of Tenant's property and for moving expenses, and for any restoration of the Premises. This Lease shall be and remain unaffected by such taking and Tenant shall continue to be responsible for all of its obligations hereunder insofar as such obligations are not affected by such taking and shall continue to pay the rent in full when due.

Section 17.3. Condemnation Award.

In connection with a taking of the Premises, Tenant shall be entitled to the reasonable proportion of the award intended to compensate Tenant for the value of the estate granted to it under the terms of this Lease and its real property improvements, goodwill and relocation benefits, if any.

**ARTICLE 18
DEFAULT/REMEDIES**

Section 18.1. Tenant's Events of Default. Each of the following shall be deemed an “Event of Default” by Tenant and a breach of this Lease:

(a) **Monetary Defaults.** Tenant’s failure to pay rent or other charges payable hereunder for a period of fifteen (15) days after the due date.

(b) **Other Defaults.** Default in the performance of any other covenant or condition of this Lease on the part of Tenant to be performed for a period of thirty (30) days; provided, however, if the nature of the default is such that Tenant cannot cure within thirty (30) days, no default shall occur if Tenant has commenced performance within such thirty (30) day period and is diligently prosecuting such performance to completion.

(c) **Default by Insolvency.** If the leasehold hereby created shall be taken by writ of execution or other process of law, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed to take charge of all or a substantial portion of Tenant’s property by a court of competent jurisdiction, or if a petition is filed by or against Tenant under any bankruptcy law and the same is not dismissed within ninety (90) day from the date of filing, such shall constitute a default.

Section 18.2. Landlord's Remedies. Upon the occurrence of any Event of Default by Tenant hereunder, and consistent with applicable law, Landlord may, at its option and without any further notice or demand, in addition to any other rights and remedies given hereunder or by law, do any of the following:

(a) **Termination of Lease.** Landlord shall have the right at any time thereafter to give notice of termination to Tenant, and on the date specified in such notice (which shall not be less than ten (10) days after the giving of such notice), unless the circumstances giving rise to the Event of Default are cured, this Lease shall terminate and come to an end as fully and completely as if such date were the day herein definitely fixed for the expiration of this Lease, provided Tenant shall remain liable as hereinafter set forth. In the event of any such termination of this Lease, Landlord may then or at any time thereafter, re-enter the Premises and remove therefrom all persons and property and again repossess and enjoy the Premises, without prejudice to any other remedies that Landlord may have by reason of Tenant's default or of such termination.

(b) **Re-Entry into Premises.** Landlord shall have the right, without terminating this Lease, upon ten (10) days prior written notice during which time the circumstances giving rise to the Event of Default are not cured, to re-enter the Premises and remove all persons and property, and Tenant shall remain liable as hereinafter set forth. It is agreed that the commencement and prosecution of any action by Landlord in unlawful detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Premises shall not be construed as an election to terminate this Lease unless Landlord shall give written notice to Tenant of such intention.

Section 18.3. Damages. If Tenant's right to possession is terminated by Landlord because of a Event of Default by Tenant under this Lease, upon such termination, Landlord may recover from the Tenant the following: (a) worth at the time of award of the unpaid Base Rent and real estate taxes that had been earned at the time of termination; and (b) other amount necessary to compensate Landlord for such expenses as Landlord may reasonably incur in connection with reletting of the Premises in its existing condition, such as attorneys' fees and disbursements and brokerage commissions and the costs of maintaining the Premises in good order and the present value of rent due under the remainder of the Term, less any amounts by which Landlord is able to mitigate damages by reletting the Premises or any portion thereof .

Section 18.4. Default by Landlord.

Default and Remedies. Should Landlord failure to perform any of its obligations under this Lease for a period of thirty (30) days after written notice from Tenant, such failure shall constitute an event of default under this Lease; provided however, if the nature of the default is such that Landlord cannot cure within such thirty (30) day period, no default shall have occurred if Landlord has commenced to cure such failure within such thirty (30) day period and is diligently prosecuting such cure to completion. If Tenant shall incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default by Landlord, Landlord shall reimburse Tenant for the amount of such expense. Should landlord fail to remit the amount of expenses incurred by Tenant within twenty (20) days, Tenant shall have the right to offset the amount paid against any amounts payable hereunder by Tenant.

Section 18.5. Mediation.

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation

process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

ARTICLE 19 ENVIRONMENTAL

Section 19.1. Tenant's Responsibilities.

(a) **General Covenant.** Tenant shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of in the Premises in violation of any law. Upon the expiration or sooner termination of this Lease, Tenant covenants to remove from the Premises, at its sole cost and expense, any and all Hazardous Materials, including any equipment or systems containing Hazardous Materials, which are brought upon, stored, used, generated or released into the environment at or above actionable levels by Tenant, its agents, employees or contractors. Tenant hereby indemnifies and defends Landlord and agrees to hold Landlord free and harmless from and against any and all claims, judgments, damages, liabilities and losses which arise from the presence of actionable levels of Hazardous Materials in the Premises, and which are brought upon, stored, used, generated or released into the environment during any period of the Term or an Option extension period or at any time that Tenant is in possession of the Premises, except through the negligent acts of Landlord (referred to as "Tenant's Environmental Acts"). This indemnification by Tenant of Landlord includes any reasonable costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work required by any governmental agency because of the presence of such Hazardous Materials due to Tenant's Environmental Acts. Tenant shall promptly notify Landlord of any release of Hazardous Materials in the Premises, which Tenant becomes aware of during the Term of this Lease, caused by Tenant's Environmental Acts. Tenant shall promptly notify Landlord of, and shall promptly provide Landlord with copies of all environmental items relating to the Premises which may be filed or prepared by, or delivered to or served upon Tenant.

(b) **Reporting Requirement.** Tenant shall promptly notify Landlord of, and shall promptly provide Landlord with copies of the following environmental items relating to the Premises which may be filed or prepared by or on behalf of, or delivered to or served upon, Tenant: all orders, reports, listings and correspondence of or concerning the release, investigation of, compliance, clean up, remedial and corrective actions, and abatement of Hazardous Materials whether or not required by any Applicable Laws. In the event of a release of any Hazardous Materials in the Premises, Tenant shall promptly notify Landlord and provide Landlord with copies of all reports and correspondence with or from all governmental agencies, authorities or any other persons relating to such release.

(c) **Environmental Actions.** Landlord may join and participate in any legal proceedings or actions initiated in connection with any claims or causes of action arising out of the storage, generation, use or disposal of Hazardous Materials in, on, under or about the Premises during the

Term or Extension period which results in (i) injury to any person, (ii) injury to or any contamination of the Premises or (iii) injury to or contamination of any real or personal property wherever situated. Except for Landlord's Environmental Acts, Tenant, at its sole cost and expense, shall promptly take all actions necessary to return the Premises to the condition existing prior to the introduction of such Hazardous Materials to the Premises and to remedy or repair any such injury or contamination. Notwithstanding the foregoing, Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld or denied or conditioned or delayed, take any remedial action in response to the presence of any Hazardous Materials in the Premises or enter into any settlement agreement, consent decree or other compromise with any governmental agency with respect to any Hazardous Materials claims; provided, however, Landlord's prior written consent shall not be necessary in the event that the presence of Hazardous Materials in the Premises (i) poses an immediate threat to the health, safety or welfare of any individual or (ii) is of such nature that an immediate remedial response is necessary and it is not possible to obtain Landlord's consent before taking such action.

(d) Remedial Work. In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work ("Remedial Work") is required (i) under any applicable law or regulation, (ii) by any judicial, arbitration or administrative order, (iii) to comply with any agreements affecting the Premises or (iv) to maintain the Premises in a standard of environmental condition which presents no risk to safety or health, prevents the release of any hazardous materials to adjacent property and otherwise is consistent with the prudent ownership of property of the character of the Premises, then Tenant shall perform or cause to be performed such Remedial Work; and if such Remedial Work is required by reason of Landlord's Environmental Acts, then, Landlord shall perform or cause to be performed such Remedial Work.

Section 19.2. Landlord's Responsibilities.

(a) General Covenant. Landlord shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of in the Premises, Garage or Promenade in violation of any law. Prior to the commencement of the Lease, Landlord shall cause the removal of any known existing Hazardous Materials from the Premises. Landlord hereby indemnifies and defends Tenant and agrees to hold Tenant harmless from and against any and all claims, judgments, damages, liabilities and losses which arise from (i) the presence of actionable levels of Hazardous Materials on the Premises that were in existence prior to the commencement of the Lease (ii) the presence of actionable levels of Hazardous Materials in the Premises which through Landlord's (or its agents, employees, or contractors) negligent acts or omissions are brought upon, stored, used, generated or released into the environment (referred to as "Landlord's Environmental Acts"). As used herein, "actionable levels" shall mean levels of Hazardous Materials that exceed those allowed under applicable law. This indemnification by Landlord includes any reasonable costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work required by any governmental agency because of the presence of such Hazardous Materials due to Landlord's Environmental Acts. In the event the cost of clean-up for any condition in existence on any Project site prior to the Commencement Date exceeds \$50,000 dollars, then Landlord at its option may terminate this Lease providing Landlord pays Tenant its

unamortized costs of improvements. Landlord shall promptly notify Tenant of any such release of Hazardous Materials, which Landlord becomes aware of during the Term, caused by Landlord's Environmental Acts. Landlord shall promptly notify Tenant of, and shall promptly provide Tenant with copies of all environmental items relating thereto which may be filed or prepared by, or delivered to or served upon Landlord.

(b) **Reporting Requirement.** Landlord shall promptly notify Tenant of, and shall promptly provide Tenant with copies of the following environmental items relating thereto, which may be filed or prepared by or on behalf of, or delivered to or served upon, Landlord: all orders, reports, listings and correspondence of or concerning the release, investigation of, compliance, clean up, remedial and corrective actions, and abatement of Hazardous Materials whether or not required by any Applicable Laws. In the event of a release of any Hazardous Materials onto the Premises, Landlord shall promptly notify Tenant and provide Tenant with copies of all reports and correspondence with or from all governmental agencies, authorities or any other persons relating to such release.

(c) **Environmental Actions.** Tenant may join and participate in any legal proceedings or actions initiated in connection with any claims or causes of action arising out of the storage, generation, use or disposal by Landlord of Hazardous Materials in, on, under or about the Premises caused by the negligence of Landlord or its agents, employees or contractors which results in (i) injury to any person, (ii) injury to or any contamination of the Premises or (iii) injury to or contamination of any real or personal property wherever situated. Except for Tenant's Environmental Acts, Landlord, at its sole cost and expense, shall promptly take all actions necessary to return the Premises to the condition existing prior to the introduction of such Hazardous Materials to the Premises and to remedy or repair any such injury or contamination. Notwithstanding the foregoing, Landlord shall not, without Tenant's prior written consent, which consent shall not be unreasonably withheld or denied or conditioned or delayed, take any remedial action in response to the presence of any Hazardous Materials in the Premises or enter into any settlement agreement, consent decree or other compromise with any governmental agency with respect to any Hazardous Materials claims; provided, however, Tenant's prior written consent shall not be necessary in the event that the presence of Hazardous Materials (i) poses an immediate threat to the health, safety or welfare of any individual or (ii) is of such nature that an immediate remedial response is necessary and it is not possible to obtain Landlord's consent before taking such action.

(d) **Remedial Work.** In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work ("Remedial Work") is required (i) under any applicable law or regulation, (ii) by any judicial, arbitration or administrative order, (iii) to comply with any agreements affecting the Premises or (iv) to maintain the Premises in a standard of environmental condition which presents no risk to safety or health, prevents the release of any hazardous materials to adjacent property and otherwise is consistent with the prudent ownership of property of the character of the Premises and if such Remedial Work is required as a direct result of Landlord's Environmental Acts, then Landlord shall perform or cause to be performed such Remedial Work; and if such Remedial Work is required for any reason other than Landlord's Environmental Acts, then, Tenant shall perform or cause to be performed such Remedial Work.

ARTICLE 20

MORTGAGE OF LEASEHOLD

Section 20.1. Permissible Encumbrances. Tenant shall have the right, at any time and from time to time, to encumber Tenant's leasehold estate under this Lease, any rights or easements appurtenant to such estate, the improvements on the Premises and personal property therein, as security for a loan to Tenant. Any mortgage shall be subordinate to Landlord's interest in the Premises. Landlord shall agree to sign any reasonable documentation requested by the lender in connection with such encumbrance.

Section 20.2. Financing of Trade Fixtures. It is understood by Landlord that Tenant may lease or finance Tenant's furniture, fixtures and equipment ("FF&E") from a leasing company or lender, hereinafter referred to as the "Finance Company." Said FF&E will be installed, maintained and used in the Premises in order to assist Tenant to carry on its business as provided for herein. Landlord further agrees that any of said FF&E shall remain personal property, notwithstanding the manner or mode of the attachment to the Premises. Landlord recognizes and acknowledges that any claim or claims that the Finance Company has or hereafter may have against the FF&E by virtue of an equipment lease or chattel mortgage or the like is superior to any lien or claim of any nature which Landlord now has or hereafter may have to the FF&E by statute, agreement or otherwise. In the event of default of Tenant in the payment of any rental or other amount due to the Finance Company, or in the performance of any of the other terms and conditions of the equipment lease, chattel mortgage or the like or extensions or renewals thereof, the Finance Company or its assign may remove the FF&E covered by such equipment lease or chattel mortgage or the like or any part thereof from the Premises in accordance with the terms and conditions of the equipment lease or chattel mortgage or the like but in all events not later than thirty (30) days following the date of termination of this Lease and/or the surrender of possession of the Premises by Tenant, whichever is later. Tenant and/or the Finance Company, as the case may be, shall be responsible to Landlord for any damage caused in its removal of any such FF&E from the Premises. Landlord may demand payment for any such damage prior to Tenant or Finance Company's removal of such FF&Es. If such demand is made by Landlord, neither Tenant nor its Finance Company shall remove FF&Es until such time as payment is made to Landlord. Regardless of who removes such FF&Es from the Premises, Tenant shall remain liable to Landlord for the damage caused by such removal

ARTICLE 21

GENERAL PROVISIONS

Section 21.1. Surrender. On or before the last day of the Term, Tenant shall surrender the Premises to Landlord in good condition and repair except for reasonable wear and tear, repairs which are Landlord's obligation hereunder or are caused by taking by eminent domain. On or before said day, Tenant may remove all its personal property and trade fixtures (including Tenant's signs) from the Premises, and repair all damage incurred in the removal of the same.

Upon surrender of the Premises, Tenant shall execute in recordable form and deliver to Landlord a Quitclaim Deed covering the Premises.

Section 21.2. Notices. All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To LANDLORD: City of San Mateo
Attn: City Manager
330 West 20th Avenue
San Mateo, CA 94403

To TENANT: American Medical Response West
Attn: Regional Director
1510 Rollins Road
Burlingame, CA 94010

With Mandatory Copy:
American Medical Response West
6200 S Syracuse Way, Suite 200
Greenwood Village, CO, 80111
ATTN: Legal Department
Lease@amr.net

Section 21.3. Invalid Provisions. The invalidity and unenforceability of any provision of this Lease shall not affect or impair any other provision.

Section 21.4. Joint Preparation. This Lease is to be deemed to have been prepared jointly by the parties hereto and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

Section 21.5. Relationship of Parties. Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Landlord and Tenant. Nothing contained herein shall in any way impose any liability upon the officers employees or appointed officials of Landlord or stockholders, officers, directors or trustees of Tenant should such parties be corporate entities.

Section 21.6. Short Form Lease. This Lease shall not be recorded. Landlord and Tenant will enter into and record a short form Memorandum of Lease, in substantially the same form as that attached hereto as Exhibit E and in recordable form, containing such other provisions as Landlord and Tenant may reasonably request.

Section 21.7. Estoppel Certificate. At any time, upon not less than twenty (20) days prior request by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate

substantially in the form of **Exhibit C** attached hereto. At any time, upon not less than twenty (20) days' prior request by Tenant, Landlord shall execute and deliver to Tenant an estoppel certificate containing assurances substantially similar to the assurances contained in Exhibit C.

Section 21.8. No Continuing Waiver. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any non-compliance or default by the other party with respect to any of the terms hereof, or otherwise accruing hereunder, shall impair any such right or power or be construed to be a waiver thereof. One or more waivers of any breach of any covenant, Term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by a party to or of any act by the other party requiring the former party's consent or approval shall not be deemed to waive or render unnecessary such former party's consent or approval to or of any subsequent similar acts by the other party.

Section 21.9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

Section 21.10. Entire Agreement. This Lease and the Exhibits attached hereto include the entire agreement of the parties concerning this Lease. No change, amendment or addition to this Lease shall be effective unless in writing and signed by both parties.

Section 21.11. Captions. The captions of this Lease for convenience and reference only and shall not be deemed or construed to define, limit or describe the scope or intent of this Lease or affect its interpretation or construction.

Section 21.12. Binding Effect. The covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns, except as expressly otherwise hereinabove provided.

Section 21.13. Reasonable Consent. Unless otherwise expressly provided in this Lease, the parties shall be reasonable whenever their consent or approval is required nor shall such approval or consent be unreasonably delayed. In the event that any such consent, approval or permission is specifically withheld, the withholding party shall set forth in writing its reasons for doing so.

Section 21.14. Broker Commission. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonably attorneys' fees) with respect to any other leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, occurring by, through, or under the indemnifying party.

Section 21.15. Unavoidable Delays. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of Act of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war or other reason of a similar nature not the fault or under the control of such party, then performance of any such act shall be extended for a period equivalent to the period of such delay. The foregoing shall not apply to Landlord's covenant of quiet enjoyment, nor Landlord's obligation, if any, to join in the execution of permits and licenses necessary for the conduct of Tenant's business in the Premises. Lack of money shall not be deemed to be a cause beyond either party's control.

Section. 21.16. Submission of Lease. The submission by Tenant to Landlord of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any rights or impose any obligations upon either party until the execution thereof by Landlord and the delivery of an executed original copy thereof to Tenant.

Section 21.17. Costs and Attorneys' Fees. Attorney fees in an amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

Section 21.18. Anti-Merger. The voluntary or otherwise surrender of this Lease by Tenant, or a mutual cancellation of this Lease shall not work a merger but shall at the option of Landlord either: (a) terminate any existing subleases or subtenancies; or (b) operate as an assignment to Landlord (and assumption by Landlord) of any subleases or subtenancies.

Section 21.19. Tenant's Operation. Except as specifically noted herein, nothing contained in this Lease or in rules or regulations (if any) promulgated by Landlord in its proprietary capacity shall be deemed in any way (i) to regulate the manner of operation by Tenant of its business or the hours or days such operation or (ii) to give Landlord any censorship right, express or implied, over any attractions exhibited by Tenant or over the content of Tenant's advertising. This shall not affect or inhibit the regulatory authority of the City of San Mateo.

Section 21.20. Business Days. Any references in this Lease to "business days" refer to days other than a Saturday, Sunday or a legal holiday under the laws of the United States, or the State of California.

Section 21.21. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 21.22. Nondiscrimination. Tenant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither Tenant nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

Section 21.23. Entry and Inspection. Landlord shall have the right to enter upon and inspect the Premises during business hours upon reasonable notice to Tenant. In the event of a bona fide emergency, Landlord shall have the right, without notice, to enter upon the property during non-business hours and without permission of Tenant in order to preserve the premises.

Section 21.24. Waste. To the extent not covered under the Maintenance provisions of this Lease, Tenant shall not commit waste upon the Premises, including but not limited to, destruction of buildings, removal of fixtures, allowing encumbrances of any nature to attach to the Premises, or any act causing substantial impairment to Landlord's interest in the Premises. Any act of Waste shall be an event of default by Tenant.

Section 21.25. Waiver of Jury Trial. IN THE EVENT OF LITIGATION CONCERNING THIS LEASE, EACH PARTY HERETO INCLUDING ITS SUCCESSORS AND ASSIGNS SHALL NOT SEEK A JURY TRIAL, HEREBY WAIVES TRIAL BY JURY AND HEREBY WAIVES ANY OBJECTION TO VENUE IN THE COUNTY IN WHICH THE PREMISES EXISTS. EACH PARTY REPRESENTS THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THE EFFECT OF THIS PARAGRAPH 21.26. THE PROVISIONS OF THIS PARAGRAPH 21.26 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

Section 21.26 The execution of this lease agreement may create a possessory interest subject to property tax. If a possessory interest subject to property tax is created by execution of this lease, the leasee may be subject to the payment of property taxes on such possessory interest in accord with Article 6 of this lease agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first aforesaid.

LANDLORD:

THE CITY OF SAN MATEO,
a municipal corporation

By: _____
Name: _____

APPROVED AS TO FORM:

Gabrielle Whelan

Title: _____

Assistant City Attorney

TENANT:

**AMERICAN MEDICAL RESPONSE WEST,
A California Corporation**

DocuSigned by:
By: Timothy Dorn
Name: Timothy Dorn
Title: CEO

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

APN 035-361-440

Lot 44, Block 6, designated on the map entitled, “UNIT NO. 2 PARKSIDE SAN MATEO, SAN MATEO COUNTY, CALIFORNIA”, FILED IN THE OFFICE OF THE Recorder of the County of San Mateo, State of California on July 13, 1`954 in Book 39 of Maps at pages 27,28 and 29.

EXHIBIT B
SITE PLAN



EXHIBIT C

ESTOPPEL CERTIFICATE

Dated: _____, _____ 2018

RE: American Medical Response West (AMR)
1510 Rollins Road
Burlingame, CA 94010

TO WHOM IT MAY CONCERN, please be advised as follows:

1. American Medical Response West, (AMR) (“Tenant”), is the current tenant under that certain lease dated _____, 2018 between American Medical Response West as Tenant and The City of San Mateo as Landlord.
2. The aforementioned lease has not been modified, amended or supplemented except by any approved plans, specifications and construction documents; and
by: _____ dated: _____
by: _____ dated: _____

Said lease, as amended, modified and/or supplemented, is hereinafter referred to as the “Lease”.

3. The Lease is in full force and effect and represents the entire agreement between Landlord and Tenant as to the premises described with particularity in the Lease (the “Premises”).
4. There are no remaining options to extend the current term of the Lease, except those outlined in Lease.
5. Tenant has not entered into any sublease, assignment or any other agreement transferring any of its interest in the Lease or the Premises.
6. Landlord holds no security deposit.
7. Base Rent. The current Base Rent payable under the Lease is \$3,125.00 per month. Base Rent has been paid through _____, _____ 2018. Base Rent may be subject to adjustment as provided in the Lease.
8. There are no currently exercisable offsets against rent or defenses against enforcement of this Lease.
9. Tenant/Landlord has no actual knowledge of (a) any default of Tenant/Landlord under the Lease or (b) any condition which, with the passage of time or the giving of notice or both,

will become a default of Tenant/Landlord under the Lease, except as follows:
_____.

10. The Lease contains no option or right of first refusal on the part of Tenant to purchase the Premises or any portion of the property on which the Premises are located.
11. To Tenant's/Landlord's actual knowledge there are no pending actions against Tenant/Landlord, voluntary or otherwise, under the bankruptcy laws of the United States or any state thereof.
12. This Estoppel Certificate is made knowing that the Landlord/Tenant and/or its assignee will rely upon the statements made herein in its purchase or financing of the Premises and for no other purpose. (as appropriate)
13. The undersigned is authorized to execute this Estoppel Certificate on behalf of Tenant/Landlord.

Tenant

By:_____

Its:_____

Landlord

By:_____

Its:_____