

THIRD ADDENDUM TO ASSUREX HEALTH, INC. LEASE AGREEMENT
AT 6000 MASON-MONTGOMERY ROAD

This Third Addendum to Lease Agreement (“Addendum”) is dated this ___ day of _____, 2016, between Assurex Health, Inc., a Delaware corporation (“Lessee”) and the City of Mason, Ohio, a political subdivision existing under the laws of the State of Ohio (“Lessor”). Capitalized terms used but not defined herein shall have the same meanings assigned to them in the Lease Agreement (“Lease Agreement”) dated December 1, 2012, between Lessee and Lessor.

WHEREAS, the unique partnership between the City of Mason and Assurex Health is focused on mutual objectives including the growth of personalized medicine, increasing the cluster of activity within this healthcare and life science sector and facilitating innovation through economic development; and

WHEREAS, the City of Mason’s intent is to continue to attract and grow the investment and job creation of Assurex Health and retain its headquarters in Mason, Ohio; and

WHEREAS, the Lessee and Lessor have entered into a previous Lease Agreement, dated December 1, 2012, as well as a First Addendum dated December 1, 2014 and a Second Addendum dated December 1, 2015 relating to space in the Mason Municipal Center; and

WHEREAS, the parties now desire to amend certain terms of said Lease Agreement, First Addendum, and Second Addendum.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties hereby acknowledge and agree that all obligations of the Lessee and Lessor as set forth in the original Lease Agreement, the First Addendum, and the Second Addendum have been fully satisfied.
2. Notwithstanding anything to the contrary in the original Lease Agreement, First Addendum, or Second Addendum, the parties hereby agree to a Renewal Term of twelve (12) months commencing January 1, 2017 for the Real Estate. Thereafter said tenancy shall continue on a month-to-month basis until such time as either party provides written notice to the other of its intent to terminate said month-to-month tenancy. During such Renewal Term, the Rent and all other Lessee payment obligations shall remain the same as in the Lease Agreement, or as modified by the First Addendum or Second Addendum and locked in at 2016 rates.
3. The parties hereby acknowledge that to facilitate interim operations and growth Mason agrees to certain site flexibilities positioned to assist Assurex Health achieve long term growth strategies. The parties agree that during any Renewal Term the City Manager of Landlord and any duly authorized representative of Tenant shall have the

ability and authority to mutually agree to any adjustments in square footage and/or location of the Premises, subject to the existing terms of the Lease Agreement and any subsequent addenda.

4. The parties hereby acknowledge and agree that during any Renewal Term the City Manager of Landlord and any duly authorized representative of Tenant shall have the ability and authority to mutually agree to any adjustments in square footage and/or location of the Property, subject to the existing terms of the Lease Agreement and any subsequent addenda.
5. This Third Addendum, taken together with the Lease Agreement, the First Addendum, and the Second Addendum constitutes the entire agreement and understanding of Lessee and Lessor with respect to the subject matter hereof and thereof. Except as expressly amended by this Third Addendum, the Lease Agreement, the First Addendum, and the Second Addendum shall remain in full force and effect as originally executed and delivered. This Third Addendum shall be construed under, and governed by, the internal substantive laws of the State of Ohio. This Addendum may be executed in counterparts.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands as of the date and year first above written.

THE CITY OF MASON, a political subdivision
existing under the laws of the State of Ohio

By: _____
Name: Eric Hansen
Title: City Manager

ASSUREX HEALTH, INC.,
a Delaware corporation

By: _____
Name:
Title:

STATE OF OHIO)
 : SS
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Eric Hansen, City Manager of The CITY OF MASON, a political subdivision existing under the laws of the State of Ohio on behalf of the City.

Notary Public

STATE OF OHIO)
 : SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of ASSUREX HEALTH, INC., a Delaware corporation, on behalf of said corporation.

Notary Public

FIRST ADDENDUM TO THE ASSUREX HEALTH, INC. LEASE AGREEMENT
AT 6030 MASON-MONTGOMERY ROAD

This Addendum to Lease Agreement (“Addendum”) is dated this ___ day of _____, 2016, between Assurex Health, Inc., a Delaware corporation (“Tenant”) and the City of Mason, Ohio, a political subdivision existing under the laws of the State of Ohio (“Landlord”). Capitalized terms used but not defined herein shall have the same meanings assigned to them in the Lease Agreement (“Lease Agreement”) dated November 14, 2011, between Tenant and Landlord.

WHEREAS, the unique partnership between the City of Mason and Assurex Health is focused on mutual objectives including the growth of personalized medicine, increasing the cluster of activity within this healthcare and life science sector and facilitating innovation through economic development; and

WHEREAS, the City of Mason’s intent is to continue to attract and grow the investment and job creation of Assurex Health and retain its headquarters in Mason, Ohio; and

WHEREAS, Tenant and Landlord have entered into a previous Lease Agreement, dated November 14, 2011, relating to space in the Mason Community Center; and

WHEREAS, the parties now desire to amend certain terms of said Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties hereby acknowledge and agree that all obligations of the Tenant and Landlord as set forth in the original Lease Agreement have been fully satisfied.
2. Notwithstanding anything to the contrary in the original Lease Agreement, the parties hereby agree to a Renewal Term of twelve (12) months commencing January 1, 2017. Thereafter said tenancy shall continue on a month-to-month basis until such time as either party provides written notice to the other of its intent to terminate said month-to-month tenancy. During such Renewal Term, the Base Rent, triple net, and CAM shall remain the same as in the Original Term of the Lease Agreement to be locked in at 2016 rates.
3. The parties hereby acknowledge that to facilitate interim operations and growth Mason agrees to certain site flexibilities positioned to assist Assurex Health achieve long term growth strategies. The parties agree that during any Renewal Term the City Manager of Landlord and any duly authorized representative of Tenant shall have the ability and authority to mutually agree to any adjustments in square footage and/or location of the Premises, subject to the existing terms of the Lease Agreement and any subsequent addenda.

4. This Addendum, taken together with the Lease Agreement constitutes the entire agreement and understanding of Tenant and Landlord with respect to the subject matter hereof and thereof. Except as expressly amended by this Addendum, the Lease Agreement shall remain in full force and effect as originally executed and delivered. This Addendum shall be construed under, and governed by, the internal substantive laws of the State of Ohio. This Addendum may be executed in counterparts.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands as of the date and year first above written.

THE CITY OF MASON, a political subdivision
existing under the laws of the State of Ohio

By: _____
Name: Eric Hansen
Title: City Manager

ASSUREX HEALTH, INC.,
a Delaware corporation

By: _____
Name:
Title:

STATE OF OHIO)
): SS
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Eric Hansen, City Manager of The CITY OF MASON, a political subdivision existing under the laws of the State of Ohio on behalf of the City.

Notary Public

STATE OF OHIO)
): SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of ASSUREX HEALTH, INC., a Delaware corporation, on behalf of said corporation.

Notary Public

