

FIRST AMENDMENT TO COMMERCIAL SUBLEASE

This Amendment to Commercial Sublease (this “***Amendment***”) is made and entered into as of _____, 2025, by and between County of Tulare (“***Sublandlord***”) and Genoa Healthcare LLC (“***Subtenant***”). Sublandlord and Subtenant are together “Parties” to this agreement, which is made with reference to the following:

WHEREAS, on September 12, 2023, Sublandlord and Subtenant entered into Tulare County Agreement No. 31377 (the “Sublease”) for the sublease of a 779 sq ft portion of the Premises, for a term of three (3) years, with one (1), one (1) year option to renew.

WHEREAS, Subtenant completed improvements and alterations to the Premises pursuant to the Sublease, and commenced operations on October 7, 2024.

WHEREAS, the rental rate for the Sublease was intended to mirror the rates per square foot established in the Prime Lease, therefore offsetting Sublandlord’s rental costs under the Prime Lease. However, a delay in Subtenant’s commencement of operations impacted implementation of scheduled rate increases. Due to the delayed commencement of operations, the Sublease rent amount is in arrears by an amount equivalent to four percent (4%).

WHEREAS, the Parties now desire to amend the Sublease to accurately reflect the correct address of the Subleased Premises, and adjust the rent to an amount reflective of and equivalent to the annual rent increases and the rate per square foot required under the Prime Lease, retroactive to October 1, 2023.

Accordingly, it is agreed as follows:

Paragraph 1. of the Sublease is amended as of the date this Amendment is entered into to read, in full, as follows:

“1. The Subleased Premises. The Subleased Premises contains approximately 779 square feet of space located at 522 East Tulare Avenue, Visalia, CA 93292 (the “***Subleased Premises***”) located within the building located at 520 East Tulare Avenue, Visalia, CA (the “***Building***”) as more fully shown in the site plan (“***Site Plan***”) attached hereto as Exhibit A attached hereto. Sublandlord grants to Subtenant access to and use of the common areas (the “***Common Areas***”) in the Building and on the land surrounding the Building (the “***Land***”).”

Paragraph 6.1. of the Sublease is amended as of the date this Amendment is entered into to read, in full, as follows:

“6.1. Occupancy. The term of this Sublease shall be for a term of three (3) years, commencing on the Effective Date (the “Initial Term”), and shall be coterminous with the term of the PSA, or through the termination of the Prime Lease, whichever occurs first, unless earlier terminated as provided subsection 6.1(a) below. Unless terminated in accordance hereof, this Sublease shall automatically renew for additional one (1) year renewal terms (each a “Renewal Term,” the Initial term and each Renewal Term are collectively referred to herein as the “Term” under the same terms and conditions set forth herein except that Rent shall be determined in accordance with subsections 7.2 and 7.3

below. Notwithstanding the foregoing, in no event shall this Sublease be extended for a period to constitute a conveyance or subject the parties to transfer tax, the parties agreeing that this Sublease shall terminate automatically prior to such time. Sublandlord covenants and agrees to exercise any and all extension options available to Sublandlord under the Prime Lease, within the notice periods provided therein, necessary for Sublandlord to fulfill its obligations to Subtenant upon the terms set forth in this Sublease, and so that the term of the Prime Lease is at all times at least one (1) day longer than the Term of this Sublease, as some may have been extended.”

Paragraph 7.1 of the Sublease is amended as of the date this amendment is entered into to read, in full, as follows:

“7.1. Rent. Commencing on the Rent Commencement Date (defined below), during the Initial Term, Subtenant shall pay to the Sublandlord, in advance, on or before the first date of every month, without deduction, set off, prior notice, or demand, as follows:

Year	Period	October 2024 Prorated Rent	Monthly Base Rent	Annual Base Rent
1	October 7, 2024 - September 30, 2025	\$1,251.09	\$1,501.31	\$17,765.50
2	October 1, 2025 - September 30, 2026		\$1,531.34	\$18,376.03
3	October 1, 2026- September 30, 2027		\$1,561.96	\$18,743.56

Rent is based upon arm’s length negotiation between Sublandlord and Subtenant and Subtenant’s assessment of fair market value for similar properties in the market in which the Subleased Premises is located. Rent shall be prorated for any partial month at the rate of 1/30th of the month rent per days.”

Paragraph 7.2 of the Sublease is amended as of the date this amendment is entered into to read, in full, as follows:

“7.2. Rent Commencement Date. The Rent Commencement Date means the date on which Subtenant began operation of a pharmacy in the Sublease Premises, since established as October 7, 2024.”

Paragraph 7.3 of the Sublease is amended as of the date this amendment is entered into to read, in full, as follows:

“7.3. Annual Rent Adjustments. During the Initial Term and any subsequent Renewal Terms, the Rent shall be increased, automatically, by two percent (2%) every October 1st.”

Except as amended, all other terms and conditions of the Sublease shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed this Sublease on the dates specified below their respective signatures below:

SUBLANDLORD:

County of Tulare

Signature: _____

By: Pete Vander Poel

Its: Chair, Board of Supervisors

Address: 522 East Tulare Avenue
Visalia, CA 93292

Date: _____

SUBTENANT:

Genoa Healthcare LLC

Signature: Todd Gustin
~~Todd Gustin (Feb 28, 2025 15:25 CST)~~

By: Todd Gustin

Its: Chief Executive Officer

Address: 707 S. Grady Way, Suite 400
Renton, WA 98057

Date: 02/28/2025

ATTEST: JASON T. BRITT
County Administrative Office / Clerk of the
Board of Supervisors

By: _____
Deputy Clerk

Approved as to form:
County Counsel

By: David J. Ganez 2/28/2025
Deputy County Counsel
Matter ID: 20241905

Exhibit A

Site Plan showing the Subleased Premises

