

**Southern Inyo Healthcare District
Board of Directors
Regular Meeting Agenda**

**Tuesday, May 9, 2017
Board Convenes at 4:30 p.m.**

**RCA Church
550 East Post St
Lone Pine, CA 93545**

I. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call
- C. Approval of Agenda

II. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

III. BUSINESS ITEMS

A. Consent Agenda

1. Approval of Minutes

- Regular Board Meeting Minutes of April 11, 2017.
- Special Board Meeting Minutes of April 18, 2017.

2. Approval of the following Privileges and Other Agreements:

a. **Teresa McFarland, FNP, Medical Staff Privileges**

b. **C. Lynne Bunn Lease Agreement**

3. Consideration of Channelford and SpectraCorp Contracts

IV. REPORTS

A. Report by Administration - *HCCA Management*

Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Chuck Carson
Director

1. Finance and Operations

2. Compliance and Quality

2. Personnel: Employee Insurance, Payroll, and Staffing

B. Medical Staff Report

V. DIRECTOR COMMENTS ON ITEMS NOT ON THE AGENDA

VI. CLOSED SESSION

A. Existing Litigation (Govt Code 54956.9): Chapter 9 Bankruptcy

VII. CLOSED SESSION REPORT

VIII. ADJOURNMENT

NOTICE TO THE PUBLIC

PUBLIC COMMENT PERIOD FOR REGULAR MEETINGS

Members of the public may comment on any item on the agenda before the Board takes action on it. The public may also comment on items of interest to the public that is within the subject matter jurisdiction of the Board; provided, however, the Board may not take action on any item not appearing on the agenda unless the action is otherwise authorized by law. Any person addressing the Board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak.

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COMPLIANCE WITH ADA

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Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Chuck Carson
Director

DRAFT

**Southern Inyo Healthcare District
Board of Directors
Regular Meeting Minutes**

**Tuesday, April 11, 2017
Board Convened at 4:30 p.m.**

**RCA Church
550 East Post St
Lone Pine, CA 93545**

PRESENT

Richard Fedchenko, President
Jaqueline Hickman, Secretary
Carma Roper, Treasurer
Charles Carson, Director
Mark Lacey, Director

OTHERS

Alan Germany, CRO/ Administrator
Legal Counsel (via phone)

I. CALL TO ORDER

- A. Mr. Fedchenko called the meeting to order at 4:33 p.m.
- B. Approval of Agenda

Action: Mr. Fedchenko stated that item III. A. 2.B. could not be considered at the time due to unfinished agreement. Roper motioned to approve the April 11, 2017 agenda as amended. Mr. Carson seconded. All approved.

II. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None

III. BUSINESS ITEMS

A. Consent Agenda

Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Chuck Carson
Director

1. Approval of Minutes

- Regular Board Meeting Minutes of March 14, 2017.
- Special Board Meeting Minutes of March 20, 2017.
- Special Board Meeting Minutes of March 28, 2017.
- Special Board Meeting Minutes of March 29, 2017.

Action: Mr. Fedchenko requested the last sentence in closed session of the Special Board Meeting Minutes of March 29, be replaced with “Counsel and the Board discussed the status of the bankruptcy action”. Ms. Roper motioned to approve the minutes of March 14, 2017, March 20, 2017, March 28, 2017 and March 29, 2017 (as amended). Mr. Lacey seconded. All approved.

2. Approval of the following Privileges and Other Agreements:

a. Geoffrey Creighton, M.D., Medical Staff Privileges

Action: Ms. Hickman motioned to approved Geoffrey Creighton, M.D., Medical Staff Privileges. Mr. Lacey seconded. All approved.

b. C. Lynne Bunn Lease Agreement

B. Consideration of CHFFA Loan Agreement

Action: The board members requested a special board meeting to further review the CHFFA loan agreement. No action was taken.

IV. REPORTS

A. Report by Administration - *HCCA Management*

1. Finance and Operations

- a. Monthly Financial Update – Alan Germany presented the financial summary highlighting the results for the month of March. Mr. Germany provided an overview of the volume trends of the various operating components within Southern Inyo Hospital. Emergency Room visits for the month of March were 120. Physical Therapy visits were at 195, while Lab had 351 visits for the month of March. Clinic had 360 visits in March. Mr. Germany then welcomed its newest team member Teresa McFarland, as its new provider at the Southern Inyo Rural Health Clinic. Mr. Germany stated that Ms. McFarland’s expertise is of extreme value to the Lone Pine community.

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Mark Lacey
Director

Chuck Carson
Director

2. Compliance and Quality

- a. No report given

3. Personnel: Employee Insurance, Payroll, and Staffing

- a. No report given

B. Medical Staff Report

1. No report given

C. Update on Chapter 9 Proceedings - Board Chair

1. Mr. Fedchenko presented the SIHD plan for adjustment of debt. Mr. Fedchenko provided a background on the district's position prior to HCCA coming on board. The patient services and SNF occupancy declined beginning 2012. Operating expenses were increasing and cash was not available. In January 2, 2016, there was a 7 hour board meeting, where the public made it clear they needed the hospital. The board moved to declare Chapter 9 bankruptcy and then contracted with HCCA.

Mr. Fechenko then proceeded to give an overview of the bankruptcy process. During the process, a list of all creditors (pre and post petition) was created. Contracts and leases were identified and gathered. A multi-year financial projection of operating revenues and expenses was developed. The bankruptcy plan was presented to the judge for approval/modifications, and/ or other instructions. It is very likely the plan can/ will be modified in order to make changes. There will be an evidentiary hearing/ trial. The district must demonstrate that the plan is in the best interest of the creditors. Mr. Fechenko then provided ideas to keep a functioning hospital. Mr. Fechenko informed the public that there will be an opportunity for more information and understanding. There will be a public meeting where bankruptcy counsel will be present to answer questions.

V. DIRECTOR COMMENTS ON ITEMS NOT ON THE AGENDA

None

VI. CLOSED SESSION

- A. Existing Litigation (Govt Code 54956.9): Chapter 9 Bankruptcy

Board of Directors:

Richard Fedchenko
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Carma Roper
Treasurer

Mark Lacey
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Chuck Carson
Director

VII. CLOSED SESSION REPORT

No closed session

VIII. ADJOURNMENT

Meeting adjourned at 6:58 p.m.

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BOARD OF DIRECTORS MEETING

April 11th, 2017

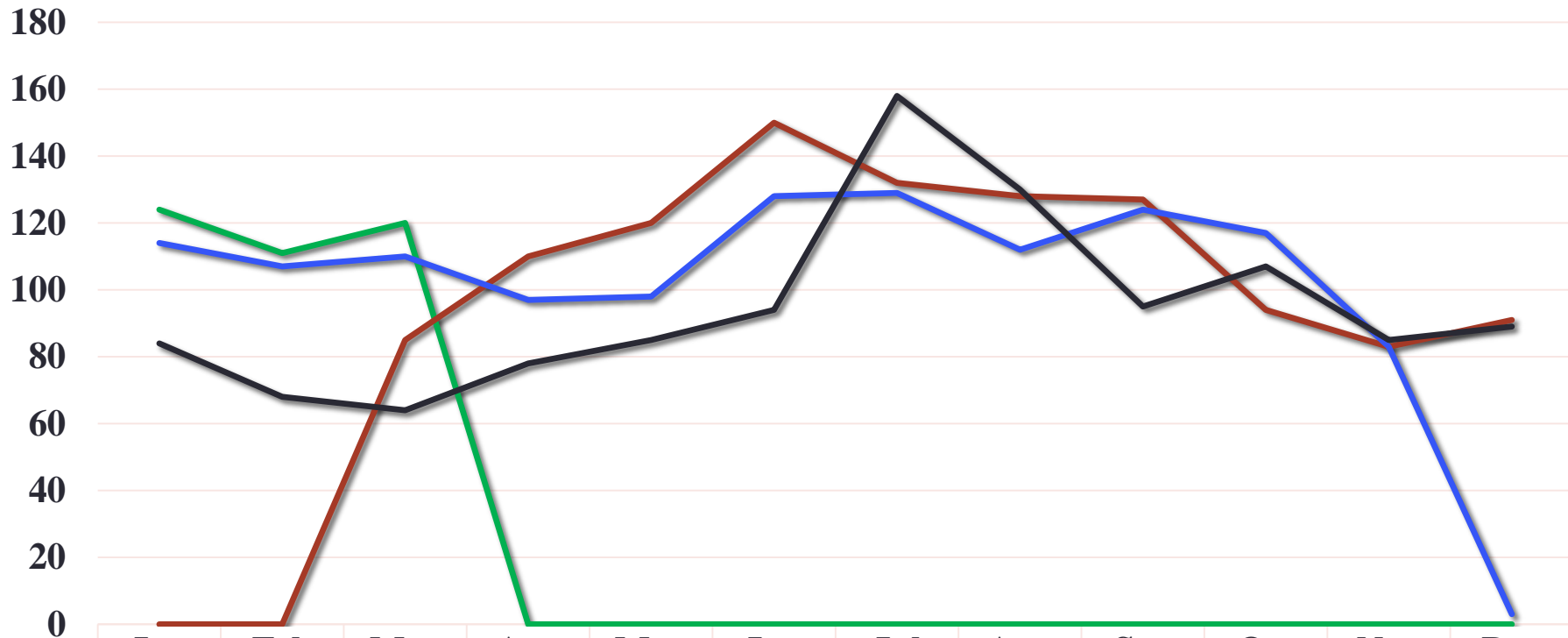
Southern Inyo Healthcare District

Emergency Room Volume

Average Visits Per Day

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	4.4	3.9	3.8	-	-	-	-	-	-	-	-	-
2016	-	-	2.7	3.7	3.9	5.0	4.3	4.1	4.1	3.0	2.8	2.9
2015	3.7	3.8	3.5	3.2	3.2	4.3	4.2	3.6	4.1	3.8	2.8	0.1
2014	2.7	2.4	2.1	2.6	2.7	3.1	5.1	4.2	3.2	3.5	2.8	2.9
2013	2.9	2.4	2.5	2.2	2.8	3.3	3.4	3.0	3.3	2.0	2.3	2.1
2012	2.7	2.9	2.7	3.5	3.2	4.2	3.8	3.9	3.2	3.0	2.7	2.9

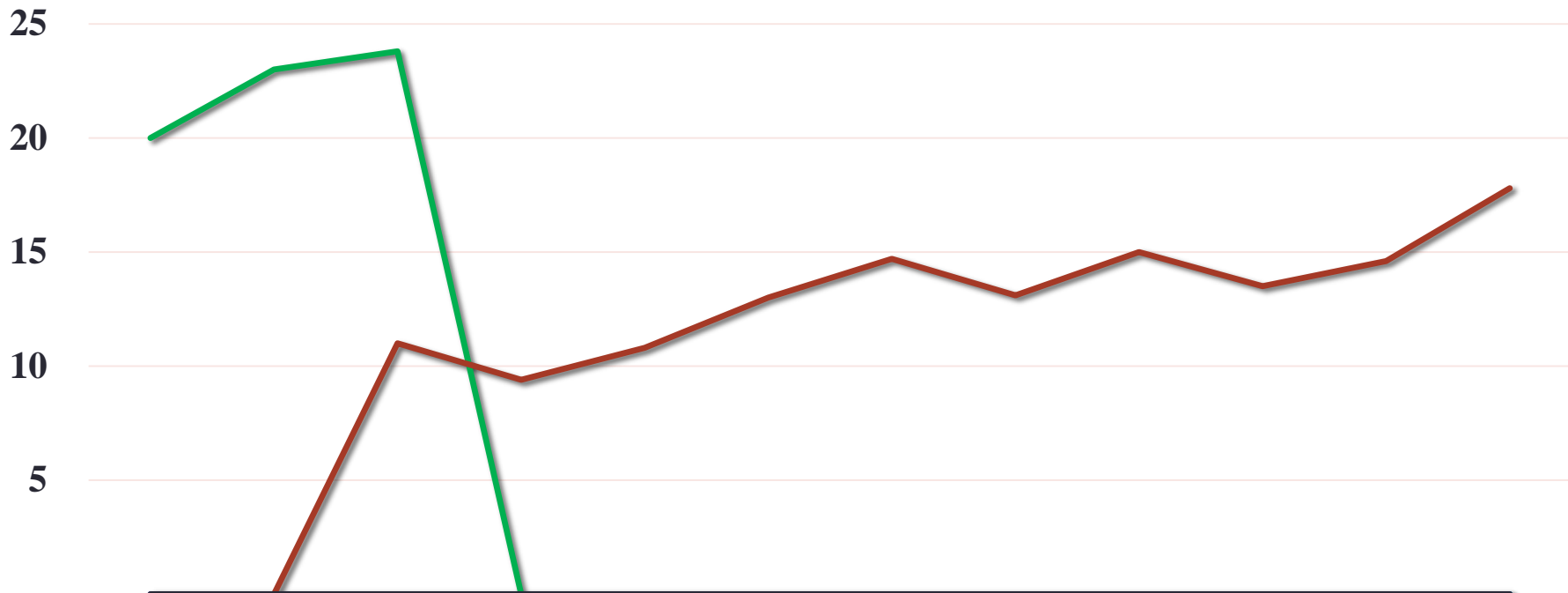
Emergency Room Volume – Visits Per Month



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—2017	124	111	120	-	-	-	-	-	-	-	-	-
—2016	-	-	85	110	120	150	132	128	127	94	83	91
—2015	114	107	110	97	98	128	129	112	124	117	83	3
—2014	84	68	64	78	85	94	158	130	95	107	85	89

—2017 —2016 —2015 —2014

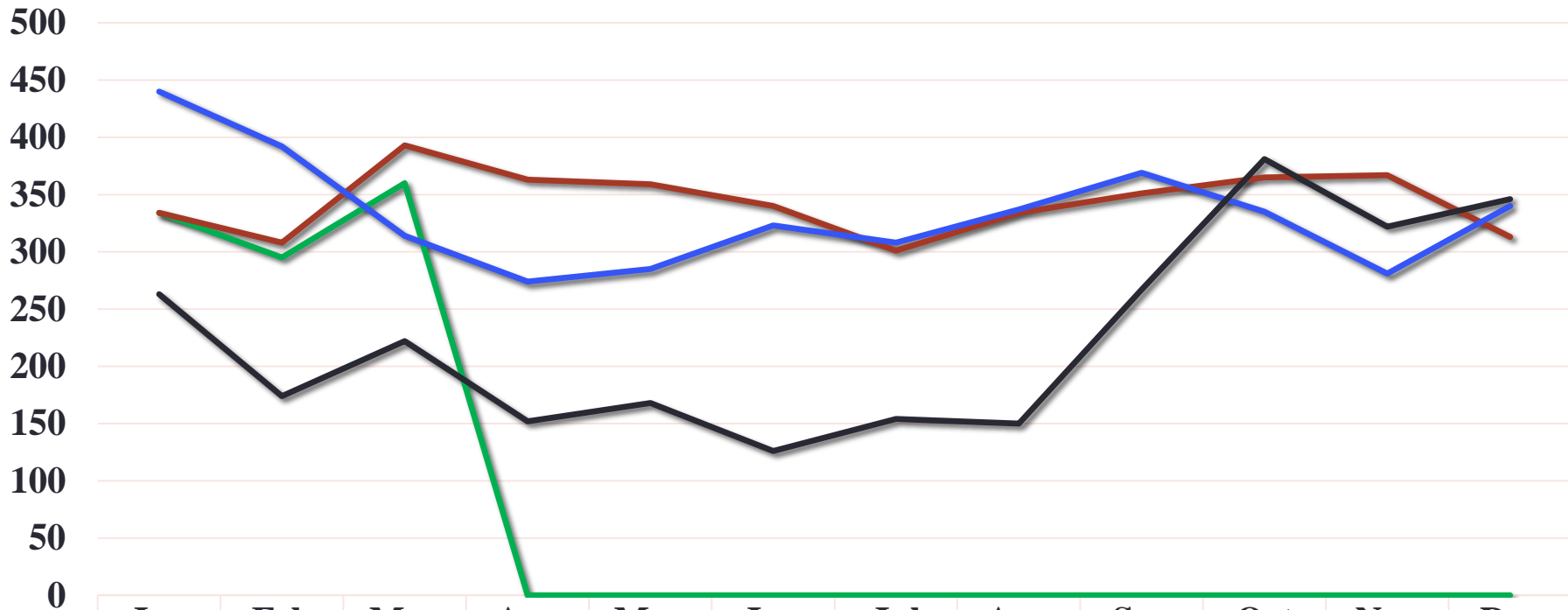
Skilled Nursing Facility Volumes – Monthly Census



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	20	23	24	-	-	-	-	-	-	-	-	-
2016	-	-	11.0	9.4	10.8	13.0	14.7	13.1	15.0	13.5	14.6	17.8
2015	-	-	-	-	-	-	-	-	-	-	-	-
2014	-	-	-	-	-	-	-	-	-	-	-	-

— 2017 — 2016 — 2015 — 2014

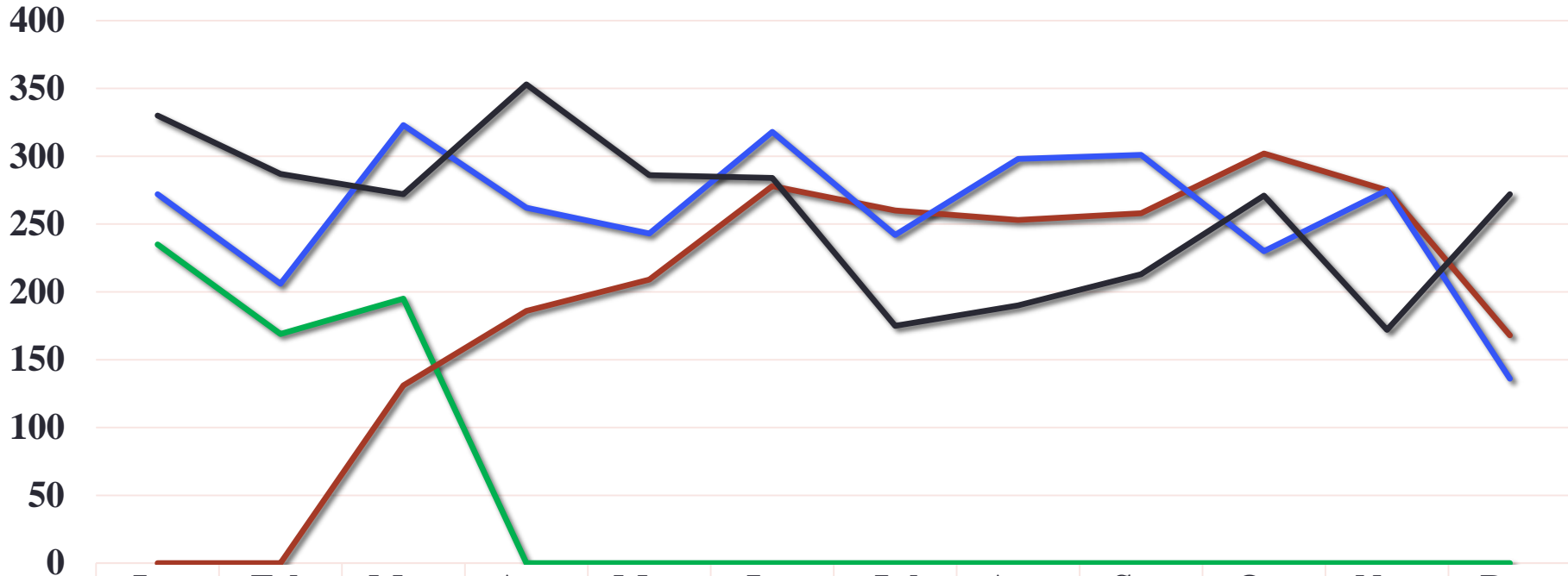
SIHD Rural Clinic Volumes – Visits Per Month



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—2017	334	295	360	-	-	-	-	-	-	-	-	-
—2016	334	308	393	363	359	340	301	334	351	365	367	313
—2015	440	392	314	274	285	323	308	337	369	335	281	340
—2014	263	174	222	152	168	126	154	150	267	381	322	346

—2017 —2016 —2015 —2014

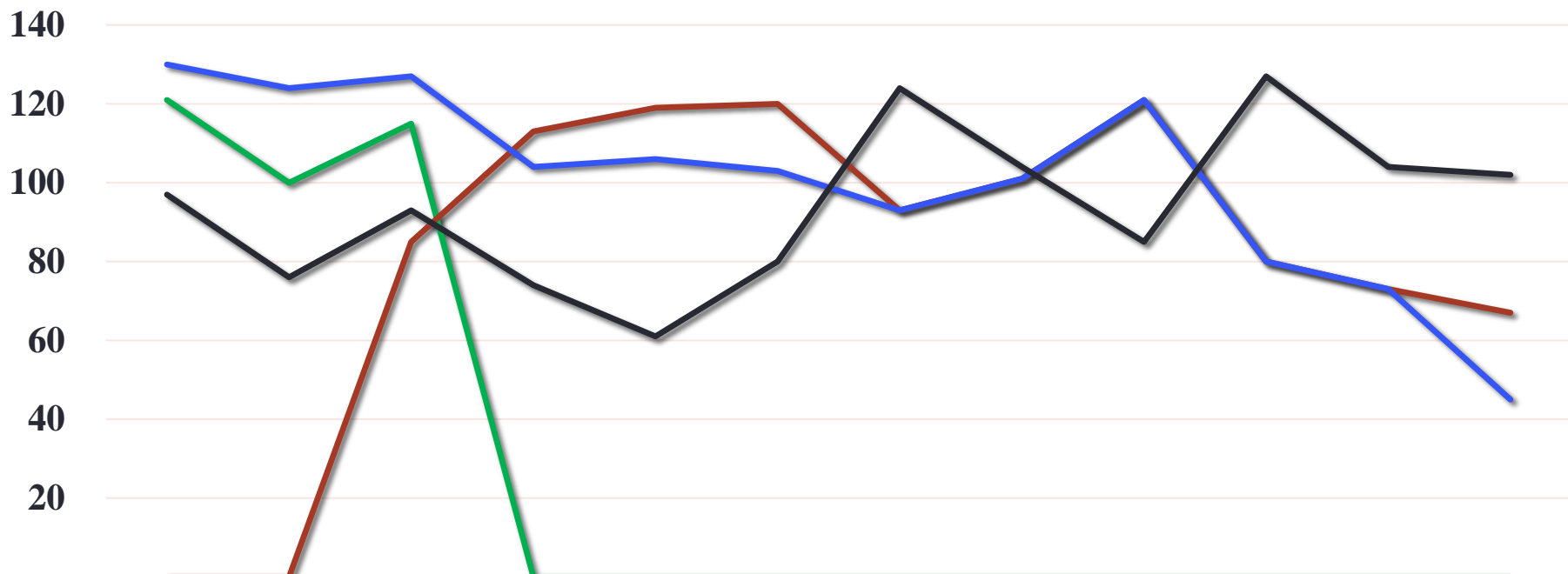
Physical Therapy Volumes



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	235	169	195	-	-	-	-	-	-	-	-	-
2016	-	-	131	186	209	278	260	253	258	302	275	168
2015	272	206	323	262	243	318	242	298	301	230	275	136
2014	330	287	272	353	286	284	175	190	213	271	172	272

— 2017 — 2016 — 2015 — 2014

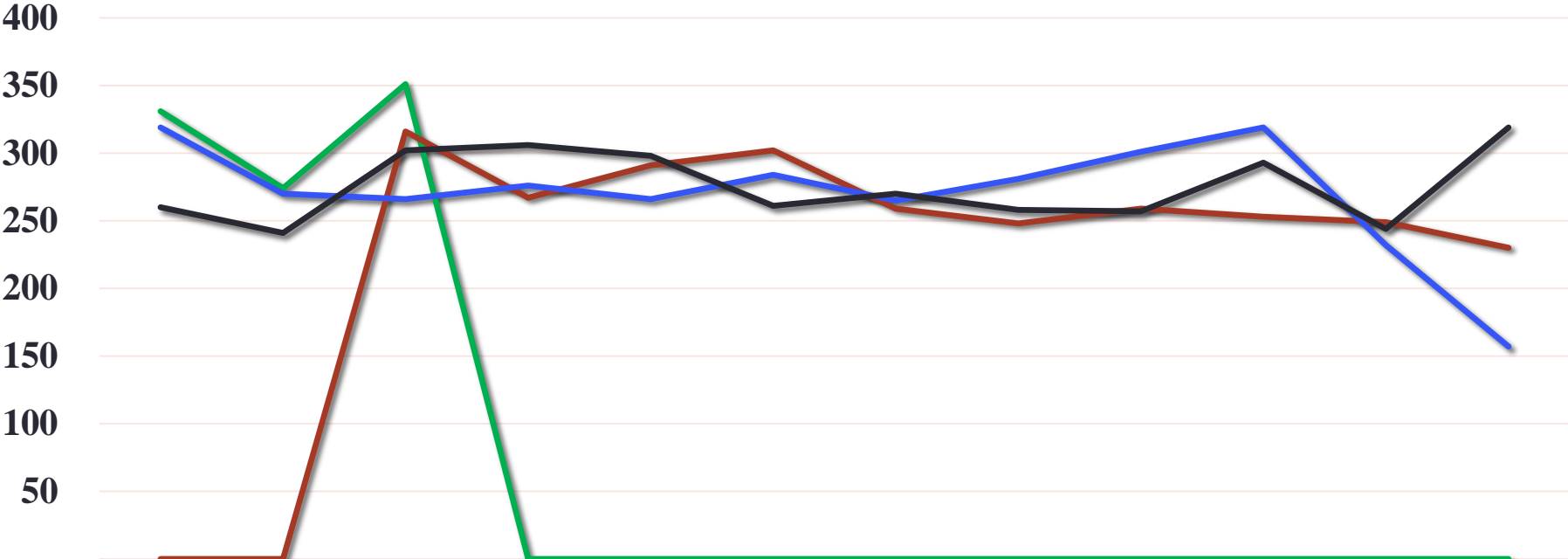
X Ray Volumes – Visits Per Month



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—2017	121	100	115	-	-	-	-	-	-	-	-	-
—2016	-	-	85	113	119	120	93	101	121	80	73	67
—2015	130	124	127	104	106	103	93	101	121	80	73	45
—2014	97	76	93	74	61	80	124	104	85	127	104	102

—2017 —2016 —2015 —2014

Laboratory Volumes



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—2017	331	274	351	-	-	-	-	-	-	-	-	-
—2016	-	-	316	267	291	302	259	248	259	253	249	230
—2015	319	270	266	276	266	284	265	281	301	319	232	157
—2014	260	241	302	306	298	261	270	258	257	293	244	319

—2017 —2016 —2015 —2014

Balance Sheet as of February 28, 2017

<u>ASSETS</u>	<u>TOTALS</u>
Cash	\$28,051
Accounts Receivable	\$3,906,532
Assets:	
**Land, Building and Improvements	\$3,675,985
Bad Debt Balance	\$2,552,431
<u>LIABILITIES</u>	
Accounts Payable/ Pre-Petition	\$2,706,971
Accounts Payable/ Post-Petition	\$2,209,525
**Land, Building and Improvements valued at \$1,124,116 per valuation done on February 2017	



Selected Balance Sheet Accounts Only



Funds Owed to HCCA

Month	HCCA	Line of		Total
Date	Management Fee	Credit	Payments	Owed
Jan 2016	\$ 65,000	\$ -	\$ -	\$ 65,000
Feb 2016	\$ 65,000	\$ -	\$ -	\$ 130,000
Mar 2016	\$ 65,000	\$ -	\$ -	\$ 195,000
Apr 2016	\$ 65,000	\$ -	\$ -	\$ 260,000
May 2016	\$ 65,000	\$ -	\$ -	\$ 325,000
Jun 2016	\$ 65,000	\$ -	\$ -	\$ 390,000
Jul 2016	\$ 65,000	\$ -	\$ (65,000)	\$ 390,000
Aug 2016	\$ 65,000	\$ -	\$ -	\$ 455,000
Sep 2016	\$ 65,000	\$ -	\$ -	\$ 520,000
Oct 2016	\$ 65,000	\$ -	\$ -	\$ 585,000
Nov 2016	\$ 65,000	\$ -	\$ -	\$ 650,000
Dec 2016	\$ 65,000	\$ 50,000	\$ (281,383)	\$ 483,617
Jan 2017	\$ 68,250	\$ 310,000	\$ -	\$ 861,867
Feb 2017	\$ 68,250	\$ 60,000	\$ -	\$ 990,117
Mar 2017	\$ 68,250	\$ 343,184	\$ -	\$ 1,401,551
Apr 2017	\$ 68,250	\$ 50,000	\$ -	\$ 1,519,801
Totals	\$ 1,053,000	\$ 813,184	\$ (346,383)	\$ 1,519,801



Cash Flow 2017

	Jan Actual	Feb Actual	Mar Actual	Apr Forecast	May Forecast	Jun Forecast	Jul Forecast
Supplemental Funds	\$ 56,862	\$ 151,821	\$ -	\$ 162,811	\$ 695,531		
Cash Receipts	\$ 158,690	\$ 201,971	\$ 179,249	\$ 180,000	\$ 550,000	\$ 400,000	\$ 400,000
Property/Tobacco Tax	\$ -	\$ -	\$ -	\$ 359,926	\$ -	\$ -	\$ -
Payroll	\$ 307,496	\$ 312,595	\$ 400,762	\$ 316,183	\$ 316,183	\$ 316,183	\$ 316,183
Accounts Payable	\$ 137,026	\$ 99,855	\$ 154,614	\$ 315,050	\$ 373,650	\$ 173,650	\$ 215,647
ER Physician Coverage	\$ 35,279	\$ 7,520	\$ 84,029	\$ 128,400	\$ 70,680	\$ 68,400	\$ 70,680
Cash Disbursements	\$ 479,801	\$ 419,970	\$ 639,405	\$ 759,633	\$ 760,513	\$ 558,233	\$ 602,510
Net Cash Flow	\$ (264,249)	\$ (66,177)	\$ (460,155)	\$ (56,896)	\$ 485,018	\$ (158,233)	\$ (202,510)

13 week Cash Flow Forecast: April thru June 2017 – Part 1

	Apr 2 – Apr 8	Apr 9 - 15	Apr 16 - 22	Apr 23 - 29	Apr 30 - May 6	May 7 - May 13
Supplemental Funds	-	-	-	162,811	-	-
Cash Receipts	40,716	45,000	45,000	45,000	110,000	110,000
Property/Tobacco Tax	-	-	79,926	280,000	-	-
Payroll	67,786	79,046	79,046	79,046	79,046	79,046
Accounts Payable	1,518	78,763	78,763	78,763	74,730	74,730
ER Physician Coverage	8,640	32,100	32,100	32,100	14,136	14,136
Cash Disbursements	77,944	189,909	189,909	189,909	167,912	167,912
Net Cash Flow	\$ (37,228)	\$ (144,909)	\$ (64,983)	\$ 297,902	\$ (57,912)	\$ (57,912)

13 week Cash Flow Forecast: April thru June 2017 – Part 2

	May 14 May 20	May 21 May 27	May 28 Jun 3	Jun 4 Jun 10	Jun 11 Jun 17	Jun 18 Jun 24	Jun 25 Jul 1
Supplemental Funds	-	695,531	-	-	-	-	-
Cash Receipts	110,000	110,000	110,000	100,000	100,000	100,000	100,000
Property/Tobacco Tax	-	-	-	-	-	-	-
Payroll	79,046	79,046	79,046	79,046	79,046	79,046	79,046
Accounts Payable	74,730	74,730	74,730	43,413	43,413	43,413	43,413
ER Physician Coverage	14,136	14,136	14,136	17,100	17,100	17,100	17,100
Cash Disbursements	167,912	167,912	167,912	139,559	139,559	139,559	139,559
Net Cash Flow	\$(57,912)	\$637,619	\$(57,912)	\$(39,559)	\$(39,559)	\$(39,559)	\$(39,559)

California Department of Public Health Survey Summary

- Annual Skilled Nursing Facility Survey
- Two surveyors, Monday, April 2 – Thursday, April 6
- Deficiencies: extremely thorough
- CDPH interviewed family, residents and staff
- Various areas of improvement were identified, although nothing serious
- Currently working on a plan of corrections due 10 business days after official notification received

Teresa McFarland – Family Nurse Practitioner (FNP)

- Mrs. McFarland is a Nurse Practitioner with a broad range of health care and leadership experience.
- 28 years of experience in a variety of settings including health education, public health, acute care, surgical, outpatient, and military settings.
- Undergraduate and graduate nursing education from California State University, and has completed extensive military medical training and specialty training in disaster response.



Staffing – Help Wanted

- Laboratory Manager
- Registered Dietician
- Physical Therapy Manager
- Physical Therapist
- Physical Therapy Assistant
- Physician – Emergency Department
- Physician – Clinic
- Certified Nursing Assistants
- Licensed Vocational Nurses
- Registered Nurses

Southern Inyo Hospital District EMR

- **Medworx STAT! – Business Office Financial Solutions**
 - *Registration, Scheduling, Coding, Billing, A/P*
- **Go-Live 4/1/2017**
 - **400 claims with billed value \$321,000 (Hospital)**
 - **Clinic will begin billing this week**
 - **Details entered from 1/1/2016 onward**
- **Open Vista CareVue – Patient Care and Medical Record**
 - *Inpatient, Outpatient, ED, SNF, Lab, Radiology, Nutrition, Pharmacy*
- **Go-Live 6/19 - 6/26/17**
- **Integrated Testing 4/17 - 4/21**
 - **Medsphere consultants onsite to partner with SIHD Care Team to validate system build and workflow**

HCCA & SIHD

**Working together to improve the
healthcare of the communities we
serve**

DRAFT

**Southern Inyo Healthcare District
Board of Directors
Special Meeting Minutes**

**Tuesday, April 18, 2017
Board Convened at 4:30 p.m.**

**Southern Inyo Hospital
Conference Room
501 E Locust St, Lone Pine, CA 93545**

PRESENT

Richard Fedchenko, President
Jaqueline Hickman, Secretary
Carma Roper, Treasurer
Charles Carson, Director

ABSENT

Mark Lacey, Director

OTHERS

Benny Benzeevi, M.D., Chair HCCA
Alan Germany, CRO/ Administrator
Legal Counsel (via phone)

I. CALL TO ORDER

A. Mr. Fedchenko called the meeting to order at 4:46 p.m.

B. Approval of Agenda

Action: All approved the April 18, 2017 agenda.

Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Charles Carson
Director

II. CLOSED SESSION

A. Existing Litigation (Govt Code 54956.9): Chapter 9 Bankruptcy

III. CLOSED SESSION REPORT

Mr. Fedchenko adjourned Closed Session and reconvened to Open Session at 7:57 p.m. Pursuant to Government Code section 54957.1, there was no action taken by the board in Closed Session.

IV. ADJOURNMENT

Meeting adjourned at 8 p.m.

Board of Directors:

Richard Fedchenko
President

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Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Charles Carson
Director

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Southern Inyo Hospital

501 E. LOCUST STREET
P.O. BOX 1009
LONE PINE, CALIFORNIA 93545

Telephone
(760) 876-5501
FAX (760) 876-4388
Admin. FAX (760) 876-2268

May 9, 2017

Board of Directors
P.O. Box 1009
Lone Pine, CA 93545-1009

Active and Clinical Medical Staff Privileges are extended to Teresa McFarland, FNP for a period of two years, May 9, 2017 to May 9, 2019 by the Medical Staff and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Alan Germany, CEO/CFO _____

Jules Silver, MD, Medical Director of Clinic _____

Richard Fedchenko, President Board of Directors _____

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of the ____ day of _____, 2017, by and between **C. LYNNE BUNN, Trustee of the C. LYNNE BUNN TRUST OF 1995 U/T/A dated November 24, 1995** ("Landlord"), and **SOUTHERN INYO HEALTHCARE DISTRICT**, a government agency ("Tenant").

RECITALS

A. As of the Commencement Date of this Lease (as hereinafter provided) Landlord will be the owner of the real property commonly known as 500 E. Locust Street, Lone Pine, California (APN 005-074-33), and all structures, fixtures and improvements located thereon, and the adjacent vacant lot (APN 005-074-34), which parcels are more particularly described in Exhibit "A" attached hereto (all of which is collectively referred to as the "Property"), but specifically excluding from the terms of this Lease any Tenant owned personal property.

B. Tenant currently occupies the property and operates a health clinic, but effective some time after the sale and transfer of the Property to the Landlord, the Tenant's use and occupancy of the Property shall thereafter be governed by the terms of this Lease.

C. With Landlord's acquisition of the Property, Landlord and Tenant desire to enter into a new lease, for a new five (5) year term.

NOW, THEREFORE, for full and valuable consideration, the parties hereby agree as follows:

1. **PREMISES; AS-IS CONDITION**

Landlord hereby leases the Property to Tenant and Tenant hereby hires the Property from Landlord, upon the terms and conditions set forth in this Lease. The structures on the Property are sometimes referred to as the "Building". Tenant currently occupies the Property, and is thoroughly familiar with its condition and repair. By entering into this Lease, Tenant expressly accepts the Property, both as of the date of this Lease and the Commencement Date, on a strictly "AS-IS, WHERE-IS" basis subject to any and all existing defaults, conditions, improvements, fixtures or any other enhancements, which except as specifically provided herein, Landlord shall have absolutely no obligation to repair, renovate or replace.

2. **COMMENCEMENT DATE; TERM**

2.1. **Commencement Date.** This Lease shall become effective, and a valid and binding obligation according to its terms and conditions, as of April 1, 2017 (the "Commencement Date").

2.2. **Term.** The Term of this Lease shall commence as of the Commencement Date, and unless terminated sooner as provided herein, shall expire on the last day of the sixtieth (60th) month (the "Expiration Date").

2.3. **Tenant's Occupancy Prior to the Commencement Date.** Tenant's occupancy of the Property prior to the Commencement Date shall be on such terms and conditions as the parties have mutually agreed, orally and/or verbally, in anticipation of the execution of this Lease. Said prior occupancy shall be a month to month occupancy in the event this Lease is not executed.

3. **OPTION TERM**

Provided that Tenant is not otherwise in default, either at the time of exercise, or at the commencement of the Option Term (as defined herein), Tenant shall have the right to extend the Lease for one (1) additional sixty (60) month period, commencing as of the first (1st) day of the month immediately following the Expiration Date, and ending the last day of the sixtieth (60th) month thereafter (the "Option Term"). Tenant shall exercise said right to extend the Lease for the Option Term by written notice to Landlord, given not more than one hundred eighty (180) days and not less than ninety (90) days prior to the Expiration Date. Except as otherwise provided, the terms and conditions of this Lease shall apply to Tenant's occupancy during the Option Term. Upon the commencement of the Option Term, the Expiration Date shall thereafter mean the last day of the sixtieth (60th) month of the Option Term.

4. **USE OF PROPERTY**

Tenant shall use the Property for the operation of a medical clinic and other uses incidental or related thereto, and for no other purpose. Tenant shall not use or permit any other person to use the Property, or any part thereof, for any purpose which constitutes a nuisance as defined by law. Tenant shall comply with all public laws, zoning or other ordinances and regulations applicable to the Property and to the activities thereon.

5. **RENT**

5.1. **Time and Place of Payment.** The rent payable pursuant to this Paragraph 5 ("Rent") shall be paid monthly in advance on the first (1st) day of each calendar month during the Lease Term, commencing on the Commencement Date; provided, however, that if the Term commences other than on the first day of the month, the first payment of Rent for the Term shall be made on the date of commencement of the Term and shall be prorated for such partial month. All Rent shall be paid to Landlord or such other payee designated by Landlord shall be paid by delivery to Landlord at the address in Section 28 or direct deposit into Landlord's bank account, as may be designated by Landlord from time to time.

5.2. **Rent Amount.** Tenant agrees to pay Landlord in lawful money of the United States, a monthly Rent, in addition to the other charges payable by Tenant hereunder, as follows:

<u>Applicable Months During Lease Term</u>	<u>Monthly Rent</u>
1 st through 12 th Month	\$1,900.00
13 th through 24 th Month	\$2,000.00
25 th through 36 th Month	\$2,100.00
37 th through 48 th Month	\$2,200.00

49th through 60th Month

\$2,300.00

5.3. **Rent During the Option Term**. In the event of the valid exercise of the option to extend the Lease as provided by paragraph 3 above, the monthly Rent during the Option Term shall be as mutually agreed by the Landlord and Tenant. If no such agreement is reached within sixty (60) days of the date of Tenant's exercise of such option, then the initially monthly Rent during the Option Term shall be \$2,400.00, which monthly Rent shall increase on each anniversary date during the Option Term by the greater of (i) \$100.00 per month, or (ii) the increase in the CPI for the Los Angeles-Anaheim-Riverside region, All Consumers (1982-84=100), or an equivalent index, for the preceding Lease year prior to such anniversary date.

6. **SECURITY DEPOSIT**

On execution of this Lease, Tenant shall pay to Landlord the sum of \$1,900.00, and Landlord shall hold same as security for Tenant's faithful performance of Tenant's obligations under this Lease. If Tenant fails to pay the rent or charges due hereunder, or otherwise defaults under this Lease, Landlord may use, apply or retain all or any portion of said security deposit for the payment of any amount due Landlord or to reimburse or compensate Landlord for any liability, cost, expense, loss or damage (including attorneys' fees) which Landlord may suffer or incur by reason thereof. If Landlord uses or applies all or any portion of said security deposit, Tenant shall within ten (10) days after written request therefore deposit moneys with Landlord sufficient to restore said security deposit to the full amount required by this Lease. Landlord shall not be required to keep all or any part of the security deposit separate from its general accounts. Landlord shall, at the expiration or earlier termination of the term hereof and after Tenant has vacated the Premises, return to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest herein), that portion of the security deposit not used or applied by Landlord. Unless otherwise expressly agreed in writing by Landlord, no part of the security deposit shall be considered to be held in trust, to bear interest or other increment for its use, or to be prepayment for any moneys to be paid by Tenant under this Lease.

7. **TAXES AND ASSESSMENTS**

7.1. **Real Property Taxes**. Tenant to reimburse Landlord, at least ten (10) days prior to the applicable due date for payment, of any and all real property taxes, both general and special, of every kind and for every purpose which may be lawfully imposed, levied or assessed upon the Property during the Lease Term. If at any time during the Lease Term there is levied or assessed against Landlord any tax or excise on rents or any other tax on account of Rent (but excluding any franchise, estate, inheritance, succession, capital levy, transfer, net income or excess profits tax imposed on Landlord), such tax or excise shall be deemed a part of the real property taxes and assessments on the Property.

7.2. **Surcharges or Impositions**. Tenant shall also pay before delinquency all parking surcharges or other impositions levied against the owner, occupants or users of the Property for purposes such as those contained in any transportation control plan or parking management plan promulgated by a governmental agency such as the United States Environmental Protection Agency.

7.3. **Tenant's Reimbursement for Assessments for Improvements.** To the extent assessments are made for improvements which would benefit the Property, including assessments for street and sidewalk improvements, sewers, storm drains, street trees and street lighting: (i) if, under the laws then in force, such assessments may be evidenced by improvement or other bonds or paid in annual installments, Landlord shall cause such improvement bonds to be paid in the maximum number of annual installments, and in such event, Tenant shall be required to pay each installment (including any interest thereon) during the Term as the same matures as if such installment were real property taxes; (ii) if such assessments must be paid by Landlord in one (1) payment, such assessments shall be prorated over the useful life (as determined by reference to relevant Internal Revenue Code depreciation tables) in years of such improvements by dividing such useful life into the total amount of the assessments for such improvements, with the quotient thereof being deemed the average yearly cost of such improvements, and Tenant shall pay such yearly sum during the Term, together with interest on the unpaid balance at 7% interest or the maximum rate permitted by law, whichever is less.

7.4. **Demand for Payment.** All taxes and assessments payable by Tenant under this Lease shall be paid within ten (10) days after written notice and demand therefore by Landlord. In the event tax bills are sent directly to Tenant, Tenant shall cause the same to be paid and shall deliver satisfactory evidence of such payment to Landlord thirty (30) days prior to the date the taxes are due.

7.5. **Personal Property Taxes.** Tenant shall pay before delinquency all taxes which may be lawfully imposed, levied or assessed upon the personal property and trade fixtures of Tenant (if separately assessed) located on the Property, and upon doing so, Tenant shall furnish Landlord with satisfactory evidence of such payment.

7.6. **Contesting Taxes and Assessments.** Tenant reserves the right, at its sole expense, to contest in good faith the amount or legality of any tax or assessment which it is obligated to pay pursuant to this Paragraph 7 ("Contest"). If Tenant elects to Contest, pending the outcome of such Contest, Tenant may defer the payment of the tax or assessment so contested, provided that before delinquency thereof, Tenant shall (i) give Landlord written notice of Tenant's intent to Contest; (ii) indemnify and hold Landlord harmless from any costs, expenses, penalties or fees (including attorneys' fees) arising out of or in connection with such Contest; and (iii) upon termination of the Contest, pay all interest and penalties due by reason of such Contest.

7.7. **Proration of Taxes and Assessments; Time.** All taxes and assessments which Tenant is obligated to pay pursuant to this Paragraph 7 which may be imposed or levied for the fiscal year during which the Lease Term commences or terminates (said fiscal year being the official year which may be in effect for purposes of imposing property taxes) shall be prorated between Landlord and Tenant on the basis of a thirty (30) day month.

8. **CONDITION AND MAINTENANCE OF PROPERTY**

8.1. **Condition of Property.** Tenant currently occupies the Property, and is thoroughly familiar with its condition and repair. By entering into this Lease, Tenant expressly accepts the Property, both as of the date of this Lease and the Commencement Date, on a strictly "AS-IS, WHERE-IS" basis subject to any and all existing defaults, conditions, improvements,

fixtures or any other enhancements, which except as specifically provided herein, Landlord shall have absolutely no obligation to repair, renovate or replace. Tenant shall be responsible, at its sole cost and expense, for any and all repairs, additions or modifications required in order to comply with all applicable laws, regulations or ordinances related to Tenant's use and occupancy of the Property, regardless if such compliance arises prior to or subsequent to the Commencement Date. In addition to the foregoing, Landlord shall have no responsibility or undertaking with respect to any condition, property or other matter relating to or arising from any prior occupancy of the Property. If the Property or Building is required to be improved, renovated, or repaired to comply with the Americans with Disabilities Act ("ADA") and the cost of such work exceeds \$10,000, Tenant may terminate this Lease upon 45 days written notice to Landlord; provided, if Landlord pays for the cost of such work in excess of \$10,000 the Lease shall not terminate.

8.1.1. Without limiting the foregoing, Tenant agrees to undertake and diligently complete at its cost and expense, in a proper and workmanlike manner, the repairs as more particularly set forth in Exhibit "B", which are designated or marked as Tenant's repairs. Tenant shall also be responsible for any interior, non-structural repairs resulting from roof leakage prior to the date of this Lease.

8.1.2. Without limiting the foregoing, Landlord agrees to undertake and diligently complete, at its sole cost and expense, the replacement and/or repair as appropriate of the roof to render it watertight and operable (said repairs currently scheduled to commence in April, 2017), and the one-time trimming of the large tree in the front area of the Property.

8.2. **Maintenance.**

8.2.1. During the Lease Term, Tenant, at its sole expense, agrees to maintain the Property and Building in a good and operable condition reasonably appropriate for property and a building of the type and in the location of the Property and the Building. This obligation shall include, without limitation: minor repairs to the plumbing (including water and sewer systems) and electrical systems, (ii) all ordinary maintenance of the exterior portions of the Building; (iii) the cleaning of walkways adjacent to the Building; (iv) the maintenance of any landscaped portions of the Property; and (iv) the interior cleaning, maintenance and replacement reasonably appropriate for buildings of the same type as the Building.

8.2.2. Subject to Tenant's obligation to repair any damage caused by Tenant to the Property or the Building, Landlord shall be responsible for the reasonable maintenance and repair of (i) any refrigeration, air conditioning, heating or ventilating equipment or system (including, at Landlord's option, providing for a maintenance agreement as to same), (ii) major repairs to the plumbing (water and sewer systems) and electrical system, "major" generally being defined as a repair affecting a significant portion of the system in order to render it operable, and (iii) the foundation, superstructure, structural roof, roofing membrane, exterior walls or other structural members or parts of the Building.

9. **UTILITIES**

Tenant, at its sole expense, shall be responsible for all utility services, including electricity, water and gas. Tenant shall also be responsible for the cost of modifications and

increases in the capacity of the Building's internal system for delivery of such items. Such modifications and increases shall be made in the sole discretion of Tenant.

10. **SIGNS**

10.1. **Placement of Signs**. The placement, size and character of any permanent exterior signs on the Property and the Building shall be consistent with any applicable municipal regulations and, except for existing signage, subject to the prior written approval of Landlord.

10.2. **Removal of Signs**. On termination of this Lease, at Tenant's sole expense, any exterior signs installed by Tenant shall be removed, and any damage to the Building caused by such removal shall be repaired.

11. **TITLE TO IMPROVEMENTS DURING LEASE TERM**

Improvements made by Tenant on the Property during the Lease Term shall be and remain the property of Tenant during the Lease Term, regardless of whether such improvements are attached to or incorporated into the Property.

12. **INSURANCE AND INDEMNITY**

12.1. **Fire and Extended Coverage Insurance**. At all times during the Lease Term, Landlord shall cause the Property and the Building to be insured against damage and destruction by fire, vandalism and other perils covered by an extended coverage endorsement, in the amount of one hundred percent (100%) of the full replacement value of the Building, as determined in the sole discretion of the Landlord.

12.2. **Liability Insurance**. During the Lease Term, Tenant shall procure and maintain in full force and effect, at its sole expense, at least Two Million Dollars (\$2,000,000) combined single limit insurance coverage, including bodily injury and property damage.

12.3. **Indemnity**. Tenant shall indemnify and save Landlord harmless from and against any and all liability, loss, damage or expense (including, without limitation, attorneys' fees) resulting from any claim or proceeding arising out of Tenant's occupation, use or possession of the Property by any assignee, subtenant or licensee of Tenant or Tenant's customers, employees, agents or invitees, or any of them. Tenant assumes all risk of damage to property or injury to persons in, on or about the Property, and Tenant waives all claims in respect thereof against Landlord, except for Landlord's negligent or intentional acts or omissions or breach of this Lease.

12.4. **General Insurance Provisions**

12.4.1. **Nonliability**. Landlord and Tenant shall not be liable to each other or to the other's invitees, guests or representatives, or to any insurer of either Landlord or Tenant, for any damage, destruction, liability or loss ("Loss") caused by or resulting from risks insured against under any insurance policies required by this Paragraph 12 or carried by either Landlord or Tenant and in force at the time of any Loss, even though such Loss is caused by the negligence of Landlord or Tenant.

12.4.2. **Subrogation Waiver.** Landlord and Tenant each agree to cause each insurance policy to provide that the issuing insurance company waives all right of recovery by way of subrogation against either Landlord or Tenant in connection with the Loss covered by such policy, and in the event the waiver of subrogation is only obtainable by payment of an additional premium charge above that charged by the issuing insurance company for a policy without waiver of subrogation, Tenant shall pay such additional premium.

12.4.3. **Policy Endorsements.** Subject to any exceptions or qualifications contained elsewhere in this Paragraph 12, Landlord or Tenant may require that each of the insurance policies required to be purchased shall contain one or more of the following or equivalent provisions:

12.4.3.1. "Before changing or canceling this policy, the insurance company agrees to give thirty (30) days' prior written notice to Landlord and Tenant."

12.4.3.2. "Notice is received and accepted by the insurance company that Landlord has waived the right of recovery from Tenant as set forth in the Lease, and the insurance company hereby consents thereto."

12.4.3.3. "Notice is received and accepted by the insurance company that the Tenant has waived right of recovery from Landlord as set forth in the Lease, and the insurance company hereby consents thereto."

12.4.3.4. "The insurance provided in this policy shall not be prejudiced if the insured or any additional insured's have waived the right of recovery from any person or persons prior to the date of any damage or destruction."

12.4.4. **Payment of Premiums.** Tenant agrees to pay before delinquency all premiums for insurance required by this Paragraph 12, and upon payment, to furnish to Landlord with photocopies of all receipts evidencing such payment.

12.4.5. **Evidence of Insurance; Renewal.** Tenant shall keep on file with Landlord true and correct copies of all insurance policies which are required to be carried by this Paragraph 12, and shall cause the insurance companies to provide Landlord with Certificates of Insurance showing Landlord as named or additionally insured as its interests may appear. As often as any policy of insurance shall expire or terminate, renewal or replacement policies shall be procured and maintained by Tenant. In the event that Tenant fails, within thirty (30) days after written notice of demand therefore, to supply evidence that the insurance required to be obtained by it by this Paragraph 12 has been obtained or has been kept current, Landlord may (but shall not be obligated to) obtain such insurance for the account of Tenant.

12.4.6. **Primary Policies: Blanket Policies.** All public liability, property damage and other casualty policies shall be written as primary policies and not contributing with or in excess of any other policy or policies of insurance. Each of such policies carried by the Tenant shall provide that Landlord is named as an additional insured as its interests may appear. Notwithstanding anything to the contrary contained in this Paragraph 12, Tenant's obligations to carry insurance may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided, however, that Landlord shall be named as

an additional insured as its interest may appear, and that the coverage afforded Landlord will not be reduced or diminished by reason of such blanket policy of insurance (with an endorsement to that effect provided to Landlord), and provided further that the requirements of this Paragraph 12 are otherwise satisfied.

12.4.7. **Insurance Companies.** All insurance policies required by this Paragraph 12 shall be obtained from insurance companies with a financial rating of at least an A- VII status as rated in the most recent Best's Insurance Reports, or substantial equivalent if government issued or provided, and duly authorized to do business in the State of California.

13. **DAMAGE; CONDEMNATION**

13.1. **Damage.** If, during the Lease Term, the Property or the Building or any portion thereof is damaged by fire, earth quake or other casualty or peril ("Damage"), whether insured or uninsured, Tenant shall have the obligation to continue to pay Rent prorated based on the usable portion of the Property or Building as agreed by Landlord and Tenant. Tenant shall, with all due diligence, restore the Property and the Building to the same design, size and condition as existed immediately prior to said Damage, which property and building shall be constructed or reconstructed on the Property and provide Tenant with property and space comparable to the Property and Building as they existed on the date immediately preceding such Damage. As such restoration progresses, Landlord shall make available for Tenant's use any insurance proceeds received by Landlord in connection with the Damage, provided that Landlord may impose as a condition of disbursement such reasonable requirements as are required by any mortgagees named as additional insured's. Any insurance proceeds in excess of the funds actually necessary for such restoration or any insurance proceeds not used for restoration shall be the property of Landlord. Landlord shall assign to Tenant any rights or causes of action he may have against anyone in connection with the Damage, which assignment is conditioned upon Tenant's restoration of the Property in conformance with this Paragraph 13.1.

13.2. **Condemnation.** If the entire Property shall be taken under the power of eminent domain by any public or quasi-public authority ("Taking"), this Lease shall terminate and expire as of the date of such Taking and Tenant shall be released from any liability thereafter accruing under this Lease.

If the Property or Building is subject to a Taking such that it can no longer reasonably be used as a medical clinic, either Landlord or Tenant shall have the right to terminate this Lease as of the date of such Taking by notice in writing given on or before thirty (30) days prior to the date of such Taking; provided, however, that if the party desiring to terminate this Lease does not receive notice of the Taking from the condemning authority at least forty-five (45) days prior to the date of such Taking, the termination notice may be given within fifteen (15) days after such party has received written notice or actually knows of the Taking, whichever is earlier.

If this Lease is terminated in either manner provided in this Paragraph 13.2, Landlord shall be entitled to the entire award or compensation for the Taking, except that portion of the award or compensation attributable to the loss of Tenant's fixtures and that Tenant may be entitled to under eminent domain law.

If both Landlord and Tenant elect not to terminate this Lease Landlord shall be entitled to receive the total award of compensation for the Taking, except for any compensation awardable to Tenant under the eminent domain law, and Tenant shall have the obligation to continue to pay Rent

During and after such restoration, Rent shall be reduced on an equitable basis, taking into account the relative value of the usable portion of the Property subject to the Taking as compared to the usable portion remaining.

For the purposes of this Paragraph 13.2, a voluntary sale or conveyance in lieu of a Taking, but under threat of a Taking, shall be deemed a Taking. The date of a Taking shall be deemed to be the date upon which the condemning authority takes possession of all or any part of the Property or the date upon which Tenant is required by the condemning authority to commence vacating the Property as a result of such Taking, whichever date shall first occur.

If the temporary use of the whole or any part of the Property shall be subject to a Taking at any time during the Lease Term, the Lease shall remain in full force and effect, the Lease Term shall not be affected in any way, provided Tenant shall not have to pay Rent and other sums or sums of money and charges required to be paid by Tenant under this Lease during any period that Tenant does not enjoy occupancy and use of the Property and Building. For such Taking, Landlord shall receive any award to which it is entitled, and Tenant shall receive any award to which it is entitled by law.

14. **LIENS AND CLAIMS**

Tenant shall not suffer or permit to be enforced against the Property or any part thereof, any mechanics', materialmen's, contractors' or subcontractors' liens arising from any work of construction, repair, maintenance, restoration, replacement or improvement to the Property. Tenant agrees to indemnify and hold Landlord harmless from all liability for any and all such liens, claims and demands, together with all costs and expenses incurred in connection therewith. Before the commencement of any major repairs, alterations, additions, replacements or restoration in and about the Property, Tenant shall give Landlord written notice specifying the nature and location of the intended work and the expected date of commencement. Landlord reserves the right at any time and from time to time to post and maintain on the Property such notices as may be necessary to protect Landlord against liability for all such liens and claims.

15. **SUBORDINATION AND ATTORNMENT**

This Lease and all the rights of Tenant hereunder shall be subject and subordinate at all times to any and all now effective or hereafter executed mortgages or deeds of trust which may now or hereafter affect the Property, and to all renewals, modifications, replacements and extensions thereof, provided that the holders of such mortgages or deeds of trust first request such subordination and thereafter execute a written non-disturbance agreement providing that for so long as Tenant is not in default under this Lease, no foreclosure, deed given in lieu of foreclosure or sale under the encumbrance shall affect Tenant's rights and quiet possession of the Property under this Lease. Tenant shall, after receipt of such non-disturbance agreement, upon demand at any time or from time to time, at its sole expense, execute, acknowledge and deliver to Landlord any and all instruments that may be necessary or proper to subordinate this Lease

and all rights of Tenant hereunder to such mortgages or deeds of trust or to confirm or evidence such subordination. Tenant agrees, in the event any proceedings are brought for the foreclosure of any such mortgage or deed of trust, to attorn to the purchaser, upon any such foreclosure sale, if requested to do so by such purchaser as the landlord under this Lease. Tenant agrees to execute and deliver, at any time and from time to time, upon the request of any holder of such mortgage or deed of trust or of such purchaser, any instrument which, in the sole judgment of such requesting party, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

16. **DEFAULT**

16.1. **Tenant's Default.** Any of the following events shall constitute an event of default by Tenant:

16.1.1. Tenant fails to make timely payment of Rent or payment of any sum required to be paid by Tenant to Landlord, and fails to rectify such failure within five (5) days after such Rent or other sum becomes due and payable;

16.1.2. Tenant, without cause, vacates or abandons the Property;

16.1.3. Tenant makes an assignment for the benefit of creditors;

16.1.4. Tenant files a petition in bankruptcy, or a petition or answer in bankruptcy seeking reorganization or arrangement under Federal Bankruptcy Laws or any other applicable statute, except for Tenant's current bankruptcy proceeding;

16.1.5. An involuntary petition in bankruptcy is filed by or against Tenant, or a receiver or trustee for all or any part of the property of Tenant is appointed by any court and such involuntary petition is not withdrawn, dismissed or discharged, or such receiver or trustee is not removed within sixty (60) days from the filing or appointment thereof, except for Tenant's current bankruptcy proceeding;

16.1.6. Any attachment or execution is levied upon Tenant's property or interest under this Lease, and is not satisfied or released within sixty (60) days thereafter; or

Failure occurs in the performance or observance of any other covenant, agreement or obligation to be performed or kept by Tenant under the terms and provisions of this Lease (not involving the payment of money), and such failure continues for thirty (30) days after written notice thereof is given by Landlord to Tenant; provided, however, that if the nature of Tenant's failure is such that more than thirty (30) days are reasonably required for cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

16.2. **Remedies.** In the event of any such material default or breach by Tenant, subject always to all applicable laws now and hereafter in effect and without limiting Landlord in the exercise of any other right or remedy which Landlord may have by reason of such default or breach, Landlord shall have the remedies provided in Paragraphs 16.2.1 and 16.2.2 hereof.

16.2.1. **Continuation of Lease.** Without terminating this Lease, upon at least three (3) days' notice to Tenant and pursuant to due process of law, Landlord may (i) reenter the Property and take possession of the Property, the Building and all fixtures therein; (ii) expel or remove Tenant and all other parties occupying the Property; and (iii) at any time and from time to time relet the Property or any part thereof for the account of Tenant, for such terms, upon such conditions and at such rental as Landlord may reasonably deem proper. In such event, Landlord may receive and collect rental from such reletting and shall apply it against any amounts due from Tenant under this Lease. Whether or not the Property is relet, Tenant shall pay to Landlord all amounts required to be paid by Tenant up to the date of Landlord's reentry, and thereafter, Tenant shall pay to Landlord, until the end of the Lease Term, the amount of Rent and other charges required to be paid by Tenant hereunder, less the proceeds of such reletting during the Lease Term, if any, after payment of Landlord's expenses as provided above. Such payments by Tenant shall be due at such times as are provided elsewhere in this Lease, and Landlord need not wait until the termination of this Lease to recover such payments by legal action or otherwise. Landlord shall use its best efforts to relet the Property as soon as is reasonably practicable in a commercially reasonable manner.

16.2.2. **Termination of Lease.** After terminating this Lease by giving Tenant at least three (3) days' written notice and pursuant to due process of law, Landlord may: (i) reenter the Property and take possession of the Property and of all fixtures therein; and (ii) expel or remove Tenant and all other parties occupying the Property. In such event, Landlord shall be entitled to recover from Tenant the worth, at the time of Lease Termination, of the excess, if any, of Rent and other charges required to be paid by Tenant here under for the balance of the Lease Term over the then reasonable rental value of the Property for the same period. Such right and remedy of the Landlord shall be in addition to its right to costs and expenses incident to enforcing this Paragraph 16.2.2, reletting and preparing the Property for reletting.

16.3. **Landlord's Default.** Landlord shall in no event be in default of the performance of any of its obligations under this Lease unless and until it shall have failed to perform or commence performance (subject to timely completion) of such obligation within thirty (30) days after its receipt of written notice from Tenant specifying Landlord's failure to perform such obligation.

16.4. **Surrender of Lease Not Merger.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof, shall not work a merger, and shall, at the option of Landlord, terminate any and all existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to Landlord of any and all such subleases or subtenancies.

17. **INTEREST ON LATE PAYMENT OF RENT; LATE CHARGE**

17.1. **Interest.** The balance of any Rent or other monetary obligation of the Tenant which becomes due and is not paid shall bear interest, commencing thirty (30) days from the date it becomes due, at 7% per annum or the maximum rate allowed by law, whichever is less, from the date such Rent becomes due until fully paid.

17.2. **Late Charge.** If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after said

amount is due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of the amount due plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. The late charge shall be deemed additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

18. **ATTORNEYS' FEES AND COSTS**

In the event of a breach or default under the terms of this Lease, regardless if any actual suit or proceeding is filed by reason of such breach or default, the nonbreaching or nondefaulting party, or the prevailing party in the event of a suit or proceeding, shall be entitled to their reasonable attorney's fees and costs.

19. **WAIVER**

The waiver by Landlord of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to make timely payment of the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

20. **SURRENDER OF PROPERTY**

20.1. **Removal of Tenant's Property.** Tenant shall surrender to Landlord possession of the Property and all improvements constructed and installed thereon in good condition and repair (reasonable wear and tear excepted), except movable furniture, business machines and trade fixtures purchased or installed at Tenant's expense and which may be removed. Tenant shall remove all of its property from the Property, provided that if damage is caused by such removal, Tenant agrees to repair such damage. All property not so removed shall be deemed abandoned by Tenant.

20.2. **Termination of Tenant's Interest.** At the Lease Termination, Tenant agrees to execute, acknowledge and deliver to Landlord a proper instrument in writing releasing and quitclaiming to Landlord all right, title and interest of Tenant in the Property under this Lease and Tenant appoints Landlord the Tenant's attorney-in-fact to execute any such release or quitclaim for and on behalf of Tenant.

21. **HOLDING OVER**

If Tenant holds possession of the Property after the expiration of the Lease Term with the consent of Landlord, Tenant shall become a tenant from month to month at such monthly Rent as is provided in this Lease, payable in advance, and otherwise upon the terms, covenants and conditions specified in this Lease, so far as applicable, and Tenant shall continue

to be such tenant until the tenancy shall be terminated by Landlord giving Tenant or by Tenant giving Landlord at least thirty (30) days' written notice of such intent to terminate the tenancy.

22. **TRANSFER OF LANDLORD'S INTEREST**

Landlord shall have the right to transfer its interest in the Property or in this Lease. In the event of such transfer, Landlord shall (except to the extent of any guarantees of assignee's performance) be relieved of any obligations under this Lease accruing from or after the date of transfer, and the assignee shall succeed to all of the rights and obligations of Landlord under this Lease. For purposes hereof, "transfer" shall include successive transfers to successive assignees. No such transfer shall serve to release Landlord from any liability incurred under this Lease prior to such transfer.

23. **ASSIGNMENT AND SUBLETTING**

23.1. **Transfer of Tenant's Interest.** Except as expressly permitted in this Paragraph 23, Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease, or any interest herein, and shall not sublet the Property or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the invitees, agents and servants of Tenant excepted) to occupy or use the Property, or any portion thereof. Landlord acknowledges that Tenant has a management agreement with HealthCare Conglomerate Associates, LLC, for Tenant's operations and services, and agrees that such management agreement shall not constitute a transfer of interest, subletting, or assignment.

23.2. **Subletting or Assignment.** Tenant shall have the right to sublet or assign its interest in the Lease or any portion of the Property subject to the prior written consent of Landlord, which consent may be withheld in the reasonable discretion of the Landlord. Landlord acknowledges that from time to time Tenant brings in health care providers that provide services at the medical clinic, and Landlord agrees that any such temporary use of the Property and Building by such providers is not an assignment or subletting.

23.3. **No Release.** Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligations or alter the primary liability of Tenant to pay Rent and to perform all other obligations to be performed by Tenant under this Lease. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provisions of this Lease. Consent to one (1) assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms of this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee. Landlord may consent to any subsequent assignment or subletting of or amendment or modification to this Lease with assignees of Tenant without notifying Tenant or any successors of Tenant, and without obtaining its or their consent thereto, and such action shall not relieve Tenant of liability under this Lease.

23.4. **Assumption of Lease.** Each permitted assignee, transferee or subLandlord, other than Landlord, shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for the payment of Rent and for the due performance of all of the provisions, covenants, conditions and agreements contained in this

Lease on Tenant's part to be performed. No permitted assignment shall be binding on Landlord unless such assignee or Tenant delivers to Landlord a counter part of such assignment and an instrument in recordable form which contains a covenant of assumption by the assignee. The failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth in this Paragraph 23.4.

23.5. **De Facto Assignment.** Any dissolution, merger, consolidation or other reorganization of Tenant or of any corporation which owns fifty percent (50%) or more of the capital stock of Tenant ("Parent Corporation") or sale or other transfer of a controlling percentage of capital stock of Tenant or of its Parent Corporation, or the sale of substantially all of the assets or liabilities of Tenant or of its Parent Corporation, shall be deemed to be an assignment of this Lease.

24. **ADDITIONS AND IMPROVEMENTS**

Tenant shall have the right to make additions and improvements to the existing Building, at its sole expense, the cost of which do not exceed Two Thousand Five Hundred Dollars (\$2,500), so long as such additions or improvements do not alter the structure or the general character of the Building or reduce its fair market value. Additions and improvements exceeding Two Thousand Five Hundred Dollars (\$2,500) may be made subject to Landlord's reasonable written approval.

25. **QUIET POSSESSION**

Landlord for itself and its successors and assigns hereby covenants that upon Tenant's paying the rent and observing and performing all of the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Property, subject, nevertheless, to the terms and conditions of this Lease.

26. **ESTOPPEL CERTIFICATES**

Landlord or Tenant shall, at any time and from time to time upon not less than ten (10) days' prior request by the other party to this Lease, execute, acknowledge and deliver to such other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications or other qualifications, that the Lease is in full force and effect as modified and stating the modifications or other qualifications) and the dates to which Rent and any other charges have been paid in advance, it being intended that any such statement delivered pursuant to this Paragraph 26 may be relied upon by any prospective assignee, purchaser or encumbrance of the Property.

27. **INSPECTION AND ENTRY BY OWNER**

Landlord and its agents, at all reasonable times and at any time in any emergency, shall have free access to the Property for the purpose of inspecting the same, exercising any of the rights under this Lease, posting notices required or permitted by law and showing the Property to prospective purchasers or tenants.

28. **NOTICES**

Any notice required or permitted to be given under this Lease shall be in writing and may be served personally or may be sent by registered or certified mail, return receipt requested, and shall be deemed given as of the receipt of such notice by the office of the other party hereto. If served by mail, it shall be addressed as follows:

If to Landlord: C. LYNNE BUNN, Trustee
Post Office Box 161
Lone Pine, California 93545

If to Tenant: SOUTHERN INYO HEALTHCARE DISTRICT
501 E. Locust Street
PO Box 1009
Lone Pine CA 93545

Landlord and Tenant each reserve the right to change the name and/or address with respect to which notices to it are to be sent hereunder by giving written notice of such change to the other party personally or by certified or registered mail, return receipt requested, and such change of address and/or name shall become effective as of the date of receipt of such notice of change by the other party hereto.

29. **RIGHT TO PERFORM**

All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole expense and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it under this Lease or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue for ten (10) days after notice thereof by Landlord, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any of its obligations, make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease. All sums so paid by Landlord and all necessary incidental costs, together with interest thereon at 7% or the maximum rate permitted by law, whichever is less, from the date of such payment by Landlord, and all necessary incidental costs, together with interest thereon at 7% or the maximum rate permitted by law, whichever is less, from the date of such payment by Landlord, shall be payable to Landlord on demand, and Tenant covenants to pay any such sums.

30. **ACCESSIBILITY**

The Property has NOT undergone an inspection by a Certified Access Specialist, and there has been NO determination that the Property meets all applicable construction-related accessibility standards pursuant to California Civil Code Section 51.51, et seq.

31. **MISCELLANEOUS**

31.1. **Binding on Successors.** This Lease and all of the covenants, agreements, conditions and undertakings contained herein shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

31.2. **Headings.** The headings of the Paragraphs hereof are for convenience only and shall not affect or be deemed to affect the meaning of any of the provisions of this Lease.

31.3. **Entire Agreement; Amendment.** This Lease, including all exhibits, contains all of the terms, covenants, conditions and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Property during the Term specified herein, and no prior agreement or understanding pertaining to the same shall be valid or of any force or effect. The terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or supplemented except in writing and signed by Landlord and Tenant.

31.4. **Governing Law.** This Lease shall be governed exclusively by its express provisions and by the laws of the State of California.

31.5. **Force Majeure.** No party shall be in default on account of any failure of performance which is caused by circumstances beyond the reasonable control of such party, including strikes, lockouts, fires, floods, acts of God, war, civil disorder or government regulations. This provision shall not excuse a delay in performance in excess of the actual delay so occasioned.

31.6. **No Joint Venture.** Nothing contained in this Lease shall be deemed in any way or have any purpose whatsoever to constitute Landlord or Tenant a partner of the other in its business or otherwise, or a joint venture or a member of a joint enterprise with the other.

31.7. **Invalidity.** If any term or provisions of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

31.8. **Consents and Approvals.** Whenever in this Lease the consent or approval of either party is required, it is understood and agreed that such consent or approval shall be in writing and will not unreasonably be withheld.

31.9. **Further Assurance.** Each party agrees to execute such other and further documents, and to perform such other and further acts, as may be necessary or proper in order to consummate the transaction contemplated by this Lease.

LANDLORD:

C. LYNNE BUNN TRUST OF 1995

By: _____
Lynne Bunn, Trustee

TENANT:

SOUTHERN INYO HEALTHCARE DISTRICT

By: _____
Name: _____
Title: _____

EXHIBIT "A"

The Property subject to the terms of this Lease Agreement is located in the Town of Lone Pine, County of Inyo, State of California, and described as follows:

[TO BE INSERTED]

EXHIBIT “B”

Tenant Provided Repairs at Commencement of Lease

May 5, 2017

RE: SpectraCorp Technologies Group, Inc and Channelford Associates, Inc Agreement

Telecommunications companies are required to make universal service contributions under the [Telecommunications Act of 1996](#). Universal Services Administrative Company (USAC) administers the collection and disbursement of these contributions collected from telecommunications companies to fulfilling the goals of universal service programs.

Under USAC, the Rural Health Care (RHC) Program supports health care facilities in bringing world class medical care to rural areas through increased connectivity. It provides up to \$400 million annually in reduced rates for broadband and telecom services.

- The Healthcare Connect Fund provides for a flat 65% discount on broadband expenses.
- The Telecommunications Program allows a discount based on urban-rural price difference.

Spectracorp and Channelford will collaboratively in advising, filing and managing SIHD's RHC application for subsidy funds. SIHD spends approximately \$16 thousand annually on telecom and broadband services. It is anticipated USAC RHC subsidies will save SIHD between \$9,600 - \$12,800 depending on USAC fund year distribution demands.

Spectracorp will submit SIHD's RHC application and work with USAC on the final approval. Following that, the telecom and data carriers services then go out to public bid.

Channelford then will manage the public bid process and work with SIHD on assessing the various carrier service proposals. The district is expected to pay Channelford/Spectracorp 30% of the subsidies afforded SIHD. The hospital had not previously benefited from this Federal program.

Board Action Requested:

Approve the Spectracorp and Channelford LOAs, Spectracorp Contract, Channelford Agreement and Channelford Third Party Administrator documents.

Thank You,

Shawn M. Burgess

Shawn Burgess
Chief Information Officer

Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Charles Carson
Director

RURAL HEALTHCARE AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into this the ____ day of _____ 2017, between **Channelford Associates, Inc.**, (hereinafter, "Channelford"), a California Corporation, and **Southern Inyo Health Care District** (hereinafter, "Company"). Channelford and Company may be referred to in this Agreement as the "Parties", or individually as a "Party".

WHEREAS, Channelford has expertise in the area of Rural Health Care Program (RHCP) including both the Telecommunications Program and the Health Care Connect Fund (HCF) and is willing to provide consulting services to Company and

WHEREAS, Company and Channelford desire to enter into an agreement defining their rights and obligations in regard to the performance of Channelford's services.

NOW THEREFORE, the Parties hereby mutually agree as follows:

AGREEMENT

1. **Services**: As of the date of this Agreement, Company contracts with Channelford for Rural Health Care subsidy services. Channelford agrees to: (1) provide professional services to collect the information needed from Company for subsidy under applicable state or federal programs; (2) complete any required Rural Health Care applicable forms; (3) act as Company's agent in dealings with Company's telecommunications service providers and the applicable state or federal government agency and; (4) work to obtain the maximum subsidy from available state and federal programs. Channelford makes no guarantee of subsidy from any applicable Rural Health Care Program, and will solely determine which services to submit. In the event that legislative or regulatory changes substantially modify any applicable Rural Health Care Program, the Parties agree to renegotiate the rights and obligations set forth in this Agreement. Upon request Channelford will provide the Company with copies of any and all documents submitted on Company's behalf upon full payment of professional fees due Channelford.

2. **Compensation**: So long as Channelford shall be performing its duties in compliance with all the terms hereof, Company shall pay to Channelford, and Channelford shall accept from Company, for all of the services to be rendered by Channelford hereunder compensation as follows:

- (a) **Professional Fees**: Company agrees to pay Channelford ten percent (10%) of actual subsidy credits/receipts received by company as set forth on the applicable program's Funding Support Schedule. Each funded circuit generates a separate support schedule from USAC RHCP with a unique FRN (Funding Request Number), and invoiced fees will be described in this manner.

The professional fees will be due and payable upon receipt of the applicable funding from the applicable government agency and are due and payable within sixty (60) days of when the particular funding is received by the company

- (b) If Company fails to make payments on a timely basis, Channelford shall have the right to charge a late fee of 1 ½ % per month on any undisputed balances 90 days in arrears.
- (c) The Company owes a fee to Channelford whether the Company files or does not file for the RHCP. Since the filing for the funding is the responsibility of the Company, should the Company not choose to complete the required filing for whatever reason the Company owes Channelford sum of the estimate of Channelford's compensation for the fund year in question

3. **Term:** Subject to the provisions for termination set forth below, the term of this Agreement shall begin on the date set forth above and shall continue through the remainder of the fund year associated with that date and the following five (5) funding years: that is the current full or partial year, and the following complete five (5) fund years, since funding cycles overlap. The original term of the contract will terminate on June 30, 2022. It will then automatically renew for successive individual funding years unless terminated as outlined in Section 5 under Termination.

4. **Relationship of the Parties:** The relationship between the Parties shall be one of independent contractor. Channelford shall not be deemed an employee of Company or any related entity or facility, nor shall this Agreement constitute or be construed as a joint venture, partnership, agency or other type of relationship.

5. **Termination:** This Agreement may be terminated by the aggrieved party only as follows:

- a) When a Party is in breach of this Agreement by failing to perform any of its obligations as provided for in this Agreement, and has failed to cure such breach within 30 days of the receipt of written notice of breach from the non-breaching Party
- b) The Parties mutually agree in writing to such termination.
- c) The applicable Rural Health Care program ceases to exist or the applicable program is terminated.
- d) The intent not to renew this contract must be communicated in writing to the other Party in writing at least Ninety (90) days prior to the expiration of the original term or any subsequent renewal term.
- e) Such provisions of this Agreement that, by their nature, would be expected to survive termination of this Agreement, including, without limitation, Sections 2, 7, 8, and 9 of this Agreement shall survive any termination of this Agreement. If this Agreement is terminated pursuant to this Section 5, after the filing of form 466/466A or 462, the termination fee will be the above agreed upon ten percent (10%) of the funding commitment unless already paid. All other rights to receive consulting fees shall terminate on the date of termination.

6. This section intentionally left blank.

7. **Confidentiality:** Each Party agrees that all information communicated to it by the other, whether before or after the effective date hereof, was and shall be received in strict confidence and shall be used only for purposes of this Agreement, and that no such information including, without limitation, the provisions of this Agreement, shall be disclosed by a Party to this Agreement or its security holders, partners, directors, officers, employees or agents, without the prior written consent of the other Party, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of a Party. The obligation not to disclose information shall not apply to information which: (a) is or becomes available to the public other than by breach of this Agreement by Channelford; (b) is rightfully received by Channelford from a third Party without confidentiality limitations; (c) is independently developed by Channelford without use of any confidential information; or (d) is known to Channelford without any restriction as to use or disclosure prior to first receipt of same from Company. Each Party will utilize commercially reasonable efforts to protect the other Party's information, will promptly notify the other Party of any unauthorized use or disclosure of such information; and will destroy such information upon the termination or expiration of this Agreement. The requirements and obligations of this Section shall survive the termination of this Agreement.

8. **Proprietary Rights:** Channelford and Company shall retain all rights to methodology, knowledge, and data belonging to each of them prior to this Agreement and used to perform herein. Company agrees that its proprietary rights do not extend to any ownership, copyright, patent, trade secrecy, or other rights in all works, inventions, improvements, discoveries, processes or other properties made or conceived by Channelford prior to the term of this Agreement, which result from work performed by Channelford for itself or others, or which are derived from works, processes or properties resulting from work performed for Company. Company further agrees that Channelford' confidential and proprietary information that may be used by Channelford in performing work under this Agreement shall remain property of Channelford

9. **Notices:** All notices and other communications under this Agreement must be in writing and will be deemed given: (a) when delivered personally; (b) on the fifth business day after being mailed by certified mail, return receipt requested; (c) the next business day after delivery to a recognized overnight courier; or (d) upon transmission and confirmation of receipt by a facsimile operator if sent by facsimile, to the Parties at the following addresses or facsimile numbers (or to such other address or facsimile number as such Party may have specified by notice given to the other Party pursuant to this provision):

If to Company

Richard Fedchenko

(Name/Title)

Southern Inyo Health Care District

(Hospital)

501 East Locust St / PO Box 1009

(Address)

Lone Pine, CA 93545

(City/ST/Zip)

If to Channelford

Stephen Rau, CEO

Channelford Associates, Inc.

2006 Channelford Road

Westlake Village, CA 91361

10. **General Provisions:**

a. **Attorneys' Fees and Costs.** In the event that attorneys' fees or other costs are incurred to secure performance of any of the obligations set forth in this Agreement, to establish damages for the breach hereof including collection costs or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover such reasonable fees and costs incurred therein.

b. **Counterparts.** This Agreement may be executed in one or more counterparts (including by facsimile or portable document format (PDF) for the convenience of the Parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Agreement evidencing a Party's execution hereof will be deemed to be delivered by such Party to any other Party hereto until such delivering Party has received signature pages from all Parties signatory to this Agreement.

c. **Assignment.** Either Party may assign this Agreement at any time, by giving the other Party 30 days prior written notice.

d. **Entire Agreement; Amendment.** This Agreement, and the attached Letter of Authorization Agreement (LOA), which is hereby made a part of and is incorporated into this Agreement, contains the entire understanding of the Parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement may be amended, supplemented or modified, and any provision hereof may be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement is sought. This Agreement shall be binding on, and inure to the benefit of, the Parties hereto and their respective permitted successors and permitted assigns.

e. **Waiver.** No delay or omission by either Party to exercise any right hereunder shall impair such right or be construed as a waiver thereof. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity or otherwise.

f. **Severability.** If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then each Party shall be relieved of its obligations arising under such provision to the extent such provision is declared or found to be illegal, unenforceable or each provision not so affected shall be enforced to the full extent permitted by law.

g. **Governing Law** This Agreement shall not be effective until signed by Channelford at its offices in Westlake Village, CA or by any of its authorized representative. This Agreement shall be considered to have been made in the State of California and shall be interpreted in accordance with the laws and regulations of California, with venue in Ventura County, CA.

h. **Other Documents.** Each Party hereto agrees to execute any and all such additional documents and to perform such other acts as may be necessary or expedient to further the purposes of this Agreement.

i. **Mediation.** Any controversy or claim relating to this Agreement, including the construction or application of this Agreement, will be settled by binding mediation, and any agreement by the mediator(s) may be enforced in any court of proper jurisdiction in Ventura County, CA. In the event the parties are unable or unwilling to mediate or to enter into a mediation settlement, then either party may initiate proceedings in a Court of proper jurisdiction and venue in Ventura County, CA.

j. **Construction.** No provision of this Agreement shall be construed in favor of or against any Party on the ground that such Party or its counsel drafted the provision. Any remedies provided for herein are not exclusive of any other lawful remedies, which may be available to either Party. This Agreement shall at all times be construed so as to carry out the purposes stated herein.

k. **Federal Law, Medicare, & Medicaid.** Any provision of this Agreement to the contrary notwithstanding, if, during the Term, Company determines that any of the terms of this Agreement materially violate any provisions of state or federal law which, if enforced, would jeopardize the ability of Company to continue to participate in the Medicare and the Medicaid healthcare programs, or in any other federal or state healthcare programs, or would jeopardize the continued federal tax-exempt status of Company, or any entities which are affiliated with Company, or would result in the imposition of any excise taxes under federal income tax laws or would potentially subject Company to any civil monetary penalties or criminal prosecution, then the Parties agree to immediately endeavor to renegotiate terms which would result in Company being in appropriate legal compliance, in Company's opinion. If the Parties are unable to timely agree on such terms, however, Company may terminate this Agreement by delivering at least a thirty (30) day notice to Channelford.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date first above written.

SIGNED, this _____ day of _____, 2017

Channelford Associates, Inc.

Authorized Signature

Type or Print Name

Title

Date

Tax ID

Authorized Signature

Type or Print Name

Title

Date

This agreement allows for the use of an Electronic Signature (E-Signature) by either Party, when executing this agreement.

RURAL HEALTH CARE PROGRAM CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into this the ____ day of _____ 2017, between **SpectraCorp Technologies Group Inc.**, (hereinafter, "SpectraCorp"), a Texas Corporation, and, **Southern Inyo Health Care District** (hereinafter, "Company"). SpectraCorp and Company may be referred to in this Agreement collectively as the "Parties" or individually as a "Party"

WHEREAS, SpectraCorp has expertise in consulting on various telecommunication matters and is willing to provide consulting services to Company toward those ends; and

WHEREAS, Company and SpectraCorp desire to enter into an agreement defining their rights and obligations in regard to the performance of SpectraCorp's services.

NOW THEREFORE, the Parties hereby mutually agree as follows:

AGREEMENT

1. **Services:** In order to initiate and provide the various services outlined in this Agreement, Company agrees to sign a Letter of Agency (LOA) authorizing SpectraCorp to review and look at the background documents to be used in the various reviews. The LOA, which is attached to this Agreement, must be signed concurrently with this Agreement in order for SpectraCorp to start any actionable work product. The Company also agrees to provide as needed copies of various telecom bills in a timely manner to allow SpectraCorp to do a complete analysis of those bills to complete the analysis for the services outlined below.

As of the date of this Agreement, Company contracts with SpectraCorp to assist Company in the following:

- The Federal Communications Corporation's (FCC's) has a funding program known as the Rural Health Care Program (RHCP) which includes both the Telecommunications Program and the Health Care Connect Fund (HCF) Program. SpectraCorp will prepare the documentation required for the filing of this program. SpectraCorp cannot file for said funding; it is the Company's choice on all such matter to file the required paperwork themselves or to contract with a third party for the filing of funding documentation. In the event legislative or regulatory changes reduce RHCP Funding, the Parties agree to renegotiate the rights and obligations set forth in this Agreement to accommodate those changes.

2. **Compensation:** Compensation will be billed as defined below over the term of the Agreement. Each year is billable based on the monies that are associated with that year. That is, compensation for year 1 will be based on the savings gained in year 1. Compensation for year 2 will be based on the savings gained in year 2. Compensation in year 3 will be based on savings in year 3, etc. As long as SpectraCorp shall perform its

duties in compliance with all the terms hereof, Company shall pay to SpectraCorp, and SpectraCorp shall accept from Company, for all of the services to be rendered by SpectraCorp hereunder compensation as follows:

- A. For Services rendered concerning RHCP Funding, SpectraCorp will receive twenty percent (20%) of all monies actually received by Company. This money will be due and payable within sixty (60) days of when the particular funding is received by the Company.
- B. The Company owes a fee to SpectraCorp whether the Company files or does not file for the RHCP. Since the filing for the funding is the responsibility of the Company, should the Company not choose to complete the required filing for whatever reason the Company owes SpectraCorp sum of the estimate of SpectraCorp's compensation for the fund year in question.
- C. Should the issuing government entity change the amount of the funding from the amount calculated by SpectraCorp during the filing process, SpectraCorp will adjust its fee accordingly.
- D. If Company fails to *make payments on a timely basis*, SpectraCorp shall have the right to charge a late fee of 1 ½ % per month on any balances 90 days in arrears.

3 **Term:** Subject to the provisions for termination set forth below, the term of this Agreement shall begin on the date set forth above and shall continue through the remainder of the fund year associated with that date and the following five (5) funding years: that is the current full or partial year, and the following complete five (5) fund years, since funding cycles overlap. The original term of this agreement will end on June 30, 2022. It will then automatically renew for successive individual funding years unless terminated as outlined in Section 5 under Termination.

4. **Relationship of the Parties:** The relationship between the Parties shall be one of independent contractor. SpectraCorp shall not be deemed an employee of Company or any related entity or facility, nor shall this Agreement constitute or be construed as a joint venture, partnership, agency or other type of relationship.

5. **Termination:** This Agreement may be terminated by the aggrieved party only as follows:

- a) When a Party is in breach of this Agreement by failing to perform any of its obligations as provided for in this Agreement, and has failed to cure such breach within 30 days of the receipt of written notice of breach from the non-breaching Party.
- b) The Parties mutually agree in writing to such termination to the address and Party defined in Section 8 - Notices.
- c) The applicable program ceases to exist or the applicable program is terminated.
- d) The intent not to renew this contract must be communicated in writing to the other Party at least Ninety (90) days prior to the expiration of the original term

or any subsequent renewal term.

- e) Such provisions of this Agreement that, by their nature, would be expected to survive termination of this Agreement, including, without limitation, Sections 2, 6, 7, and 8 of this Agreement. After the filing has been initiated, the termination fee will be the above agreed upon percentage specified in paragraph 2 (A) of the funding commitment unless already paid and shall include all fees outlined therein, whether filed, refilled and any subsequent filings during the initial five (5) year period of this Agreement. All other rights to receive consulting fees shall terminate on the date of termination. IT IS AGREED AND ACCEPTED THAT ALL MONIES DUE TO SPECTRACORP HEREUNDER WILL SURVIVE ANY TERMINATION AS PROVIDED HEREIN.

6. **Confidentiality**. Each Party agrees that all information communicated to it by the other, whether before or after the effective date hereof, was and shall be received in strict confidence and shall be used only for purposes of this Agreement, and that no such information including, without limitation, the provisions of this Agreement, shall be disclosed by a Party to this Agreement or its security holders, partners, directors, officers, employees or agents, without the prior written consent of the other Party, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of a Party. The obligation not to disclose information shall not apply to information which: (a) is or becomes available to the public other than by breach of this Agreement by SpectraCorp; (b) is rightfully received by SpectraCorp from a third Party without confidentiality limitations; (c) is independently developed by SpectraCorp without use of any confidential information; or (d) is known to SpectraCorp without any restriction as to use or disclosure prior to first receipt of same from Company. Each Party will utilize commercially reasonable efforts to protect the other Party's information, will promptly notify the other Party of any unauthorized use or disclosure of such information; and will destroy such information upon the termination or expiration of this Agreement. The requirements and obligations of this Section shall survive the termination of this Agreement.

7. **Proprietary Rights**. SpectraCorp and Company shall retain all rights to methodology, knowledge, and data belonging to each of them prior to this Agreement and used to perform herein. Company agrees that its proprietary rights do not extend to any ownership, copyright, patent, trade secrecy, or other rights in all works, inventions, improvements, discoveries, processes or other properties made or conceived by SpectraCorp prior to the term of this Agreement, which result from work performed by SpectraCorp for itself or others, or which are derived from works, processes or properties resulting from work performed for Company. Company further agrees that SpectraCorp's confidential and proprietary information that may be used by SpectraCorp in performing work under this Agreement shall remain property of SpectraCorp.

8 **Notices**. All notices and other communications under this Agreement must be in writing and will be deemed given: (a) when delivered personally; (b) on the fifth business day after being mailed by certified mail, return receipt requested; (c) the next business day after delivery to a recognized overnight courier; or (d) upon transmission and confirmation of receipt by a facsimile operator if sent by facsimile, to the Parties at the following addresses or facsimile numbers (or to such other address or facsimile number as such Party may have specified by notice given to the other Party pursuant to this provision):

If to Company

If to SpectraCorp

Richard Fedchenko
Sotuhern Inyo Health Care District
501 East Locust St / PO Box 1009
Lone Pine, CA 93545

Paul Hale, CEO
SpectraCorp Technologies Group, Inc.
8131 LBJ Freeway, Suite 360
Dallas, TX 75251

9. **General Provisions:**

a. **Attorneys' Fees and Costs.** In the event that attorneys' fees or other costs are incurred to secure performance of any of the obligations set forth in this Agreement, to establish damages for the breach hereof including collection costs or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover such reasonable fees and costs incurred therein.

b. **Counterparts.** This Agreement may be executed in one or more counterparts (including by facsimile or portable document format (PDF) for the convenience of the Parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Agreement evidencing a Party's execution hereof will be deemed to be delivered by such Party to any other Party hereto until such delivering Party has received signature pages from all Parties signatory to this Agreement.

c. **Assignment.** Either Party may assign this Agreement at any time, by giving the other Party 30 day's prior written notice.

d. **Entire Agreement; Amendment.** This Agreement, the attached Letter of Authorization (LOA), which is hereby made a part of and is incorporated into this Agreement, contains the entire understanding of the Parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement may be amended, supplemented or modified, and any provision hereof may be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement is sought. This Agreement shall be binding on, and inure to the benefit of, the Parties hereto and their respective permitted successors and permitted assigns.

e. **Waiver.** No delay or omission by either Party to exercise any right hereunder shall impair such right or be construed as a waiver thereof. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity or otherwise.

f. **Severability.** If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then each Party shall be relieved of its obligations arising under such provision to the extent such provision is declared or found to be illegal, unenforceable or void. Each provision not so affected shall be enforced to the fullest extent permitted by law.

g. **Governing Law.** Jurisdiction in California. This Agreement shall not be effective until signed by SpectraCorp at its offices in Dallas, TX or by any of its authorized representative. This Agreement shall be considered to have been made in the State of

California and shall be interpreted in accordance with the laws and regulations of California, with venue in Inyo County, CA.

h. **Other Documents.** Each Party hereto agrees to execute any and all such additional documents and to perform such other acts as may be necessary or expedient to further the purposes of this Agreement.

i. **Mediation.** Any controversy or claim relating to this Agreement, including the construction or application of this Agreement, will be settled by binding mediation, and any agreement by the mediator(s) may be enforced in any court of proper jurisdiction in Inyo County, California. In the event the parties are unable or unwilling to mediate or to enter into a mediation settlement, then either party may initiate proceedings in a Court of proper jurisdiction and venue in Inyo County, California.

j. **Construction.** No provision of this Agreement shall be construed in favor of or against any Party on the ground that such Party or its counsel drafted the provision. Any remedies provided for herein are not exclusive of any other lawful remedies, which may be available to either Party. This Agreement shall at all times be construed so as to carry out the purposes stated herein.

k. **Federal Law, Medicare, & Medicaid** Any provision of this Agreement to the contrary notwithstanding, if, during the Term, Company determines that any of the terms of this Agreement materially violate any provisions of state or federal law which, if enforced, would jeopardize the ability of Company to continue to participate in the Medicare and the Medicaid healthcare programs, or in any other federal or state healthcare programs, or would jeopardize the continued federal tax-exempt status of Company, or any entities which are affiliated with Company, or would result in the imposition of any excise taxes under federal income tax laws or would potentially subject Company to any civil monetary penalties or criminal prosecution, then the Parties agree to immediately endeavor to renegotiate terms which would result in Company being in appropriate legal compliance, in Company's opinion. If the Parties are unable to timely agree on such terms, however, Company may terminate this Agreement by delivering at least a thirty (30) day notice to SpectraCorp.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this

Agreement as of the date first above written.

SIGNED, this _____ day of _____, 2017

SpectraCorp Technologies Group, Inc

Authorized Signature

Type or Print Name

Title

Date

Tax ID

Authorized Signature

Paul Hale

Type or Print Name

CEO

Title

Date

Tax ID

Channelford Associates, Inc.
LETTER OF AGENCY (LOA)

For Processing Of Rural Health Care Applications
Channelford Associates, Inc., 2006 Channelford Road, Westlake Village, CA 91361
Ph: 888-625-1050 Fax: 888-288-2119 email: steve@channelford.com

**Health Care Provider (HCP)
Name:**

Southern Inyo Health Care District

HCP Address:

501 East Locust St

PO Box 1009

Lone Pine, CA 93545

HCP authorizes Channelford Associates, Inc. (Channelford), to represent the HCP as a consultant, and to submit forms for the Rural Health Care Fund's Rural Health Care program (administered by USAC), and to act as the mailing contact person, on HCP's behalf.

HCP will assist Channelford in obtaining copies of all necessary documents necessary to process funding for HCP. Pursuant to this end HCP agrees to the following as it concerns common carriers and equipment providers to Company:

ATTENTION: ("Service Providers") e.g., AT&T, Verizon, CenturyLink, Windstream, Time Warner and other common carriers and all equipment vendors.

HCP hereby authorizes Channelford, its agent, access to our account information (e.g., customer service records, inventory itemization, rates, charges, and copies of billing) in connection with the sales and/or marketing of network services, customer premises equipment (CPE) and enhanced services.

HCP hereby requests and authorizes Service Providers to provide to Channelford any information requested by them pertaining to telecommunications services used by our Company.

Under the terms of this letter, HCP hereby authorizes Channelford to access the information above for the sole purpose of analysis and presentation of findings to HCP. This LOA is solely for information gathering; no modifications, additions, or service terminations are authorized by HCP without our expressed written consent.

HCP hereby requests that this authorization to be applied to all of our existing accounts and any new accounts. This authorization does not preclude HCP from acting on its own behalf if it is deemed necessary. I understand that this authorization will remain effective until modified and/or revoked, in writing, by me or another authorized representative of HCP.

HCP will forward copies of any bid requests for information, or actual bids, to Channelford, as soon as received. (Unless an email request clearly shows Channelford was copied on it).

HCP will immediately notify Channelford of any network changes affecting services submitted to USAC, for credits. This applies for the entire funding year HCP is receiving credits. Fund years run from July 1st, to June 30th. This LOA will remain in place concurrently with the Channelford contract entitled Rural Health Care Agreement dated _____, 2017.

HCP agrees that Channelford will have final authority to determine which services will be submitted for credits, and when those submissions will occur. Channelford has the right to withdraw any Rural Health Care application at any time. HCP's locations must meet the definition of Rural, as posted on the USAC website.

HCP will notify Channelford if and when any of its circuits are independently loaded with any future USAC programs, including USAC's Pilot Program for statewide networks.

HCP certifies that:

1. The Health Care Provider is a not for profit or public entity.
2. The billed entity will maintain complete billing records for the service for five years, and will assist with any audits.
3. Health Care Provider has followed any applicable State or local procurement rules.
4. The telecommunications services that the HCP receives at reduced rates as a result of the HCP's participation in this program, pursuant to 47 U.S.C. Sec. 254 as implemented by the Federal Communications Commission, will be used solely for purposes reasonably related to the provision of Health Care service or instruction that the HCP is legally authorized to provide under the law of the state in which the services are provided and will not be sold, resold, or transferred in consideration for money or any other thing of value.
5. Pursuant to 47 C.F.R. Secs. 54.601 and 54.603, HCP certifies that the HCP or consortium that they are representing satisfies all of the requirements herein and will abide by all of the relevant requirements, including all applicable FCC rules, with respect to Rural Health Care benefits provided under 47 U.S.C. Sec. 254. We understand that any letter from RHCD that erroneously states that funds will be made available for the benefit of the applicant may be subject to rescission.

This LOA will continue until rescinded in writing by HCP.

HCP signing representative certifies that they are authorized to sign this document on behalf of the above-named entity or entities.

Authorized Signature
(HCP Representative)

(Print Name)

Title _____

Date _____

Authorized Signature
Channelford Associates, Inc.

(Print Name)

Title _____

Date _____

SpectraCorp Technologies Group, Inc.
LETTER OF AUTHORIZATION (LOA)

SpectraCorp Technologies Group, Inc., 8131 LBJ Freeway, Suite 360, Dallas TX 75251
Ph: 972-671-1700 Fax: 972-671-1701 email: pdwyer@spectracorp.com

Company

Company Name:

Southern Inyo Health Care District

Company Address:

501 East Locust St

PO Box 1009

Lone Pine, CA 93545

Agent and Consulting Declaration

Company authorizes **SpectraCorp Technologies Group, Inc.** ("SpectraCorp"), to represent the Company location(s) as its agent and consultant, to assemble the necessary information required to perform the work tasks defined in the associated agreement, "Rural Health Care Program Consulting Agreement".

Authorization for Document Review, Analysis and Submission

Company will assist SpectraCorp in obtaining copies of all documents necessary to process funding for Company. Pursuant to this end Company agrees to the following as it concerns common carriers and equipment providers to Company:

ATTENTION: ("Service Providers") i.e. concerned Local Operating Companies, AT&T, Verizon, CenturyLink, Embarq, Windstream, and other common carriers and all equipment vendors.

Company hereby authorizes SpectraCorp, its agent, access to our account information (i.e., customer service records, inventory itemization, rates, charges, and copies of billing) in connection with the sales and/or marketing of network services, customer premises equipment (CPE) and enhanced services.

Company hereby requests and authorizes Service Providers to provide to SpectraCorp any information requested by them pertaining to telecommunications services used by our Company.

Under the terms of this letter, Company hereby authorizes SpectraCorp to access the information above for the sole purpose of analysis and presentation of findings to our Company. This LOA is solely for information gathering; no modifications, additions, or service terminations are authorized by our Company without our expressed written consent.

Company hereby requests that this authorization to be applied to all of our existing accounts and any new accounts. This authorization does not preclude Company from acting on its own behalf if it is deemed necessary. I understand that this authorization will remain effective until modified and/or revoked, in writing, by me or another authorized representative of the Company.

Company will permit, where possible, SpectraCorp access to Monthly online billing to monitor billing on behalf of the Company. SpectraCorp will audit Companies account to verify billing as it relates to the funding being applied for.

Company will immediately notify SpectraCorp of any changes affecting services submitted to SpectraCorp for auditing and analysis.

Company agrees that based on its expertise SpectraCorp will have final authority to determine which services can be submitted for funding credits, and will specify the timing of those submissions. SpectraCorp has the right to withdraw any information from submittal if SpectraCorp thinks it is not eligible.

Company certifies that the submitted locations must meet the Eligibility Guidelines as posted on the associated website concerning the funding being applied for.

Company signing representative certifies that they are authorized to sign this document on behalf of the above-named entity or entities.

Authorized Signature
(COMPANY Representative)

Title _____

Date _____

Authorized Signature
SpectraCorp Technologies Group, Inc.

Title _____

Date _____



THIRD PARTY AUTHORIZATION

Southern Inyo Health Care District

501 East Locust Street

PO Box 1009

Lone Pine, CA 93545

Richard Fedchenko

title _____

phone _____

email address _____

March 8, 2017

Universal Service Administrative Company

2000 L Street NW, Suite 200

Washington, DC 20036

Re: Third Party Authorization for the Rural Healthcare Program

Third Party:

Stephen Rau, Chief Executive Officer

CHANNELFORD Associates, Inc.

5853 Greenview Road

Calabasas, CA 91302

steve@Channelford.com

805-495-3255

Southern Inyo Health Care District, (SIHD), through this third party authorization, authorizes the above **CHANNELFORD Associates, Inc. (CHANNELFORD)** to act on its behalf before the Universal Service Administrative Company (USAC) in matters related to the Rural Health Care Program. **SIHD** authorizes **CHANNELFORD** to prepare and submit Federal Communications Commission (FCC) forms for both of the following:

- [Healthcare Connect Fund (HCF) Program, including FCC Forms 460, 461, 462, and 463, and all required supporting documentation.]
- [Telecommunications and Internet Access Programs, including FCC Forms 465, 466, 466-A, and 467, and all required supporting documentation.]



Individual Applicants:

SIHD hereby issues this third party authorization on behalf of the following HCP(s) participating in the Rural Health Care Program, all of which are owned and operated by the Applicant:

Eligible Locations:

We have listed all the physical locations covered by this Authorization on the attached Addendum A including the location name and HCP number (If Assigned)

As the primary account holder for My Portal (the Rural Health Care Program’s application management system), **SIHD** is responsible for authorizing and managing all of its account holders.¹ By this letter, **SIHD** authorizes **CHANNELFORD** and **CHANNELFORD** designated employee(s) to act as account holders with rights to submit forms and other documentation in My Portal on behalf of **SIHD**. **SIHD** also authorizes **CHANNELFORD** and its designated employee(s) to have access to **SIHD’s** online application information and, on behalf of **SIHD**, to complete, certify, sign, and submit forms associated with applying for and obtaining funding. **SIHD** understands that USAC will continue to include **SIHD** on all correspondence. **SIHD** also authorizes **CHANNELFORD** and its designated employees to respond to inquiries from the RHCProgram concerning processing the forms covered by this TPA.

SIHD acknowledges and agrees that it is subject to all Rural Health Care Program orders, rules, and requirements promulgated by the FCC, including those set forth in 47 C.F.R. Part 54, Subparts G and H, and that funding decisions will be made by USAC as a result of representations made and information submitted by **SIHD** and **CHANNELFORD** during the application and funding process. **SIHD** accepts all potential liability from any errors, omissions, or misrepresentations on the forms and/or documents being submitted by **CHANNELFORD**.

Unless noted otherwise above, this authorization for all listed HCPs is effective from the date this TPA is signed until June 30, 2022.

Southern Inyo Health Care District

By (signature): _____

Name (print): _____

Title: _____

Date: _____

¹ For the Healthcare Connect Fund Program, the Third Party will have “Tertiary Account Holder” status. For the RHC Telecommunications and Internet Access Programs, the Third Party will have “Secondary Account Holder – full rights” status.

RHCP DATA : HCP Addendum A

MAY-05-2017 10:03 AM

Addendum A

HCP NO.	HCP Name	HCP Address
HCP Pending - 11903	Southern Inyo Hospital	501 East Locust Street, Lone Pine, California 93545
HCP Pending - SIHD1	Southern Inyo Clinic	510 East Locust St , Lone Pine, California 93545