

February 1
A.C.

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into as of January __, 2020 ("Effective Date"), by and between TRIANGLE REO PR 2 CORP., a limited liability company organized and existing under the laws of Puerto Rico (hereinafter referred to as the "Landlord"), represented by its authorized signatory José A. Díaz Brugueras, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico and LABORATORIO CLÍNICO BORINQUEN, INC., doing business as LABORATORIO BORINQUEN or LABORATORIO CLÍNICO BORINQUEN, a corporation organized and existing under the laws of Puerto Rico (hereinafter referred to as the "Tenant"), represented herein by its authorized representative Iván Tenreyro Lorenzo, of legal age, executive, married and resident of Guaynabo, Puerto Rico. The Landlord and Tenant hereto may be collectively referred to herein as "Parties" or each a "Party."

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by the Parties, the Parties hereby agree as follows:



1. PROPERTY:

Subject to the terms and conditions contained in this Agreement, Landlord hereby leases to the Tenant and Tenant hereby leases from the Landlord those premises located at SR-21 S-3 Las Lomas Development, San Juan, Puerto Rico, consisting of 1,182.7 square feet of rentable square footage illustrated in Exhibit A to this Agreement that shall hereinafter be referred to as the "Property". Tenant hereby leases the Property in an "AS-IS" condition.

2. LEASE TERM:

2.1 INITIAL TERM:

This Agreement shall become effective immediately upon execution of this Agreement and shall continue for a period of five (5) years starting on this date ("Original Term"), with three (3) five (5) year renewal options to be exercised by the Tenant automatically, unless the Tenant provides a sixty (60) day prior written notice to the Landlord, prior to the expiration of the Original Term or any renewal thereof, of Tenant's intention not to extend the term of this Agreement (the "Renewal Term") (the Original Term and Renewal term shall be referred to collectively as the "Lease Term"). The effectiveness of the Renewal Term set forth in this Section 2.1 shall be subject to the Landlord and Tenant agreeing to an increment in the Base Rate (as hereinafter defined) which is acceptable to Landlord and Tenant. In the event that the parties are unable to agree to an increment in the Base Rent applicable to the Renewal Term, this Agreement shall be terminated,



and the Tenant shall surrender the Property to the Landlord in accordance with the provisions of Section 5.2 hereof.

This Agreement shall end upon the expiration of the Original Term or upon the expiration of any Renewal Term, as applicable, or terms, or upon cancellation of this Agreement because of default by either party.

3. RENT:

3.1 BASE RENT:

(a) Except as otherwise provided in this Agreement, Tenant shall pay rent in monthly installments to Landlord without notice or demand, abatement, deduction or setoff, in United States dollars ("Base Rent"), as follows:

From February 1, 2020 until January 31, 2025 the rent shall be in an amount equal to **\$30,000.00** annually payable in monthly installments.

In the event that the Tenant exercises the renewal option set forth in Section 2.1 hereof, the Tenant shall pay as Base Rent (i) during the first Renewal Term, commencing on February 1, 2025 and ending on January 31, 2030, an amount equal to **\$34,500.00** annually payable in monthly installments; (ii) during the second Renewal Term, commencing on February 1, 2030 and ending on January 31, 2035, an amount equal to **\$39,675.00** annually payable in monthly installments; and (iii) during the third and final Renewal Term, commencing on February 1, 2035 and ending on January 31, 2040, an amount equal to **\$45,626.25** annually payable in monthly installments.

(b) Rent shall be paid on the first day of each month, commencing on February 1, 2020. If this Agreement commences or terminates on a day not the first or last day of the month, respectively, the rent shall be prorated to the date that this Agreement actually commences or terminates.

(c) Rent paid after the tenth (10th) of the month shall have a 10% late charge, on such overdue amount. See Section 12.4.

(d) All rent shall be remitted to Landlord, through check and/or electronic means, including, but not limited to, ACH payment and wire transfer before the 10th day of each month.

3.2 ADDITIONAL PAYMENTS (TRIPLE NET):

Starting on the Effective Date and for the remainder of the Term, Tenant shall be responsible for the payment of \$8,235.46, payable in twelve (12) monthly installments for a first year since the Effective Date of \$686.29 (“Additional Rent”, and collectively with the Base Rent the “Rent”). The Additional Rent amount is subject to modifications in the second year, or any year thereafter if this Agreement is extended for a Renewal Term.

The breakdown of the aforesaid amount consists of:

Service	Monthly Expense	Annual Expense
Elevator Maintenance	\$175.00	\$2,100.00
Property Taxes	\$269.84	\$3,238.08
Property Insurance	\$430.00	\$5,160.00
AAA	\$100.00	\$1,200.00
AEE	\$350.00	\$4,200.00
Handyman (CAM/Parking) M-F: 6am-3pm	\$1,625.00	\$19,500.00
Handyman (CAM) M-F: 4pm-6pm	\$325.00	\$3,900.00
Cleaning/Restroom Supplies	<u>\$200.00</u>	<u>\$2,400.00</u>
Total Expenses	\$3,474.84	\$41,698.08
Usable Area (SF)		<u>5,988.30</u>
Annual Operating Expense per Usable SF		\$6.96

3.3 INITIAL PAYMENT AND DEPOSIT:

Tenant shall pay the Landlord at the signing of this Agreement the following: (a) an amount equivalent of one (1) month’s Rent as security deposit (“Security Deposit”); (b) first month’s Rent; and (c) last month’s Rent.

The Security Deposit shall secure Tenant's obligations pursuant to this Lease, and may be drawn on by Landlord, in whole or in part, to cover (a) delinquent rent not paid by Tenant within any applicable notice and cure period, and (b) any other default of Tenant under this Lease, not paid by Tenant within any applicable notice and cure period. Tenant shall have the right to maintain the Security Deposit in the form of cash or in the form of a letter of credit or other approved investment instrument acceptable to Landlord with respect to form, content and issuer. In the event that the Security is drawn, Tenant shall immediately, and no later than five (5) days after the draw, deliver to Landlord the amount necessary to replenish the full amount.

3.4 ADDRESSES:

For the purpose of payment of rent or sending letters, the following addresses will be used by both parties:

Landlord: Triangle REO PR 2 Corp.
Attn: Hector L. Silen

221 Ponce de León Ave., Suite 1204
San Juan, Puerto Rico 00917
787-545-8055
Email: hector.silen@capitalcrossing.com

Tenant: Laboratorio Clínico Borinquen, Inc.
Baldorioty #2, Esquina Goyco
Caguas, Puerto Rico 00725
787-743-0330
Email: itenreyro@borinquenlabs.com

4. USE:

4.1 The Property shall only be used and occupied for clinic laboratory services, blood drawing / collection stations and related activities, per the regulations of the Puerto Rico Health Department, or any other applicable laws or regulations, as well as related office, and commercial uses. In such uses of the Property, Tenant shall not permit anything to be done or conducted in the Property in contravention of applicable statutes, laws, ordinances or regulations of legally constituted authority. Tenant shall be responsible for compliance with laws applicable to the Property and Tenant's particular business use and any cost and performance of work required under laws generally applicable to the Property or surrounding land.

4.2 CONDITION OF PROPERTY:

Tenant acknowledges the facilities are in good condition and operational. Landlord has no obligation to add or eliminate or modify any of the Property. In the event that Tenant wishes to modify any of the existing facilities, it will do so at its own expense provided that Landlord previously consents in writing. Modifications including knocking down walls or adding new ones will need the prior written approval of the Landlord, which will not be unreasonably withheld, denied or delayed. In some cases, which will be determined by the Landlord when it grants approval, Tenant will be required to replace, upon surrendering the facilities, any or all of the modifications it has made, to their original condition.

4.3 PERMITS

Tenant shall be solely responsible to obtain any and all necessary permits required by applicable law for the operation of its business.

5. MAINTENANCE, REPAIRS AND ALTERATIONS:

5.1 TENANT'S OBLIGATION:

Tenant, at its sole cost and expense, agrees to keep the Property (including the area in or around the Property) in a neat and clean condition, shall refrain from permitting any nuisance or fire hazard therein, shall permit no unlawful or immoral practice to- be carried on within the Property within its knowledge or consent by it or any person and shall, at all times, comply in its occupancy and use of the Property in accordance with all applicable laws and regulations relating thereto. Tenant shall maintain, preserve and upkeep the inside of the Property in good condition as well as any outside areas surrounding the Property. During non-working hours, Tenant shall maintain free and clear of all obstruction, material, merchandise or rubbish, the loading and unloading docks, the parking area or any other area in or around the Property.

5.2 SURRENDER:

On the last day of the Lease Term or any sooner termination, Tenant shall surrender the Property to Landlord in a condition which allows the Property to be used for the purpose for which they were constructed, that is, for commercial purposes, broom clean condition, ordinary wear and tear and the incomplete or un-repaired items, excepted. Tenant shall repair any damage to the Property occasioned by the removal of the Tenant's trade fixtures, furnishings and equipment pursuant to Section 5.4, which repair shall include the patching and filling of holes and repair of structural damage.

5.3 LANDLORD 'S RIGHTS:

If Tenant fails to perform any of its obligations under this Agreement, Landlord may, at its option (but shall not be required to) enter upon the Premises and put the same in good order, condition and repair, and the cost thereof, together with the interest thereon from date of payment by Landlord, calculated at the published prime rate of the Banco Popular of Puerto Rico, shall become due and payable as Additional rent to Landlord together with Tenant's next rental installment.

5.4 ALTERATIONS AND ADDITIONS:

- (a) Tenant might make any alterations, improvements, additions or utility installations in, on, or about the Property, provided it secures Landlord's prior consent in writing. As a condition to giving such consent, Landlord may require that Tenant agree to remove any such alterations, improvements, additions or utility installations at the expiration of the term, if reasonable, and to restore the Property to their original condition. Furthermore, Landlord may require or prescribe any other reasonable condition or requirement which shall be set forth in the notice granting the consent. As used in this Section

the term "utility installations" shall include bus ducting, power panels, fluorescent fixtures conduits, meters and wiring.

- (b) Throughout the performance of any Tenant's alterations, improvements, additions of utility installations, Tenant shall cause the party performing the work to carry worker's compensation insurance in statutory limits and comprehensive general liability insurance for any alterations, improvements, additions or utility installations on, in, or about the Property, in such limits as Landlord may reasonably prescribe, with insurance companies with "A" ratings or better. Tenant's contractor shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of the work and thereafter, and that the same has not been modified, terminated or cancelled.
- (c) Unless Landlord requires their removal, as set forth in this Section (a) all alterations, improvements, additions or utility installations other than trade fixture of Tenant, which may be made on the Property, shall become the property of the Landlord and remain upon and be surrendered with the Property at the expiration of the term. Notwithstanding the provision of this Section 5.4 (c), Tenant's machinery and equipment, other than that which is affixed to the Property so that it cannot be removed without material damage to the Property, shall remain the property of the Tenant and may be removed by Tenant subject to the provisions of Section 5.2.

5.5 STRUCTURAL REPAIRS

Landlord shall be responsible for maintenance and upkeep of the roof, walls and other structural repairs to the Property. Tenant shall be responsible and shall pay for repairs and maintenance related to the floor, the electrical system, the plumbing, sanitary and sewage systems of the Property, provided Landlord shall provide written consent of the extent of the aforesaid repair and the contractors that will undertake the repair work. Landlord shall prior to undertaking any repair work, approve in writing the scope of any repair work and all contractors retained to perform the repair work, and materials to be used in the repair work.

5.6 ELECTRIC POWER GENERATOR

Tenant shall, at its own expense, install an electric power generator at the Property, subject to Landlord's previous written approval. Any installations of such equipment shall be made in coordination with Landlord. The electric power generator shall have sufficient capacity to ensure that the Property has electric power uninterrupted

at all times in an event of electric power interruption. Tenant shall be responsible for the maintenance and repair of the electric power generator. Tenant shall cover the costs to obtain any and all permits required for the installation and operation of any and all generators serving the Property. Landlord will facilitate and provide reasonable necessary information required to obtain the aforesaid permits, while Tenant shall request the permits from the pertinent authorities. Upon the expiration of the Lease Term, the Tenant shall have the right to remove the electric power generator, provided that such removal does not cause permanent or structural damage to the Property. Tenant shall be responsible for the payment of any repairs or damage caused to the Property during or as a result of the removal of the electric power generator.

6. INSURANCE AND INDEMNITY:

6.1 LIABILITY INSURANCE:

- (a) Tenant shall, during the Lease Term, keep in full force and effect Comprehensive General Liability Insurance with insurers with at least "B+" ratings or better authorized to do business in the Commonwealth of Puerto Rico. This insurance shall have limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
- (b) All insurance policies required in this Agreement shall include Landlord and Capital Crossing Puerto Rico LLC (as servicer for Landlord) each as an additional insured and will protect Landlord and Tenant as principal insureds, for any loss with respect to the Property. All insurance policies required in this Agreement will contain a waiver of subrogation and right of contribution clauses in favor of Landlord and Landlord's insurance companies and will not contain any disposition that will impede any claim against any other insured person or entity by said insurance company.
- (c) Landlord reserves the right to request additional insurance coverage from Tenant in the course of the Lease Term.

6.2 PROPERTY INSURANCE:

- (a) Landlord shall obtain and keep in force during the Lease Term of this Agreement, a policy of insurance "all-risk" covering loss or damage to the Property. Landlord's policy shall provide for a waiver of subrogation in favor of Tenant. This insurance is paid by

Landlord thru Additional Rent outlined in Section 3.2 of this Agreement

- (b) Tenant shall obtain and keep in force during the Lease Term of this Agreement a policy or policies of insurance covering loss or damage to Tenant's personal property held or stored on the Property.
- (c) Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Property any articles, which may be prohibited by the insurance companies fire regulations.

6.3 TENANT'S INDEMNITY:

Tenant shall defend, indemnify and hold harmless Landlord and/or Capital Crossing Puerto Rico LLC from and against any and all claims and demands arising from Tenant's negligent acts or omissions in the use of the Property, and shall further indemnify and hold harmless Landlord and/or Capital Crossing Puerto Rico LLC from and against any and all claims arising from any breach or default in the performance of any obligations on Tenant's part to be performed under the terms of this Agreement, noncompliance with applicable law or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees and from and against all cost, attorney's fees, expenses and liabilities incurred in the defense of such claim or any action or proceeding brought against Landlord and/or Capital Crossing PR LLC by reason of any such claims or demand. Tenant, upon notice from Landlord, shall defend the claims at Tenant's expense by counsel satisfactory to Landlord and/or Capital Crossing Puerto Rico LLC.

7. DAMAGE OR DESTRUCTION:

7.1 DAMAGE OR DESTRUCTION:

Tenant shall give prompt notice to Landlord in case of any fire or other damage to the Property. Except as otherwise provided in this Agreement, in the event of damage to or destruction of the Property, Landlord shall, restore or rebuild all portions of the Property to their condition at the time that Tenant took possession of the Property or as altered pursuant to Landlord's approval. The repair and restoration shall be completed within three (3) months of the date of destruction.

Notwithstanding the foregoing provision, if (1) any damage or destruction to the Property or any portion thereof occurs as a result of an uninsured casualty; (2) the amounts of the proceeds of any property damage insurance payable as a result of such damage or destruction is insufficient to pay for restoration or rebuilding; in any such event the Landlord shall pay for the uninsured repairs of the building. However, if the Property is deemed



“total loss” by the insurance company, or if the Property is damaged “beyond repair” as determined by Landlord, then, in any such event, either party may terminate this Agreement by giving written notice of its intention to do so to the other party, within thirty (30) days after the date of such damage or destruction.

7.2 RENT ABATEMENT:

In the event that this Agreement is terminated pursuant to Section 7.1, it shall terminate on thirty (30) days following notice of termination. Prior to such termination, or, in the event that this Lease shall not be terminated pursuant to Section 7.1 and such damage and destruction interferes with the operation of Tenant's business, and the damage requires Tenant to discontinue use of an area in excess of 10% or more of such facilities for more than seven (7) consecutive business days, then a fair and equitable proportion of the Basic Rent may, in Landlord's sole discretion, be abated from the date of such damage or destruction to the date that the portions so damaged or destroyed have been repaired, restored, or this Agreement is terminated, in proportion to the serviceability of the area of the damaged portions of the Premises compared to the area of the Premises prior to the damage or destruction, provided however that the remaining portion of the Premises can reasonably and practicably be used by Tenant in its sole determination.

7.3 NO OTHER RENT ABATEMENT:

Except to otherwise specifically provided hereunder, neither the Rent payable by the Tenant or any of the Tenant's other obligations under any provisions of this Lease shall be affected by any damage or destruction of a part or all of the Property.

8. REAL PROPERTY TAXES:

As used herein the term "Property Tax" shall refer to taxes paid to the Centro de Recaudación de Ingresos Municipales (CRIM), or any other real property tax imposed or assessed by the government of which the Property are a part of.

9. UTILITIES:

The Tenant shall pay for all electricity, water, gas, telephone, internet services, garbage disposal and any other utilities and services supplied to the Property, together with any taxes or deposits thereon.

Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant shall not install any equipment or machinery which will exceed or override the capacity of any utility facilities; and if equipment or machinery

installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's cost, expense, and risk in accordance with the plans and specifications to be approved in writing by Landlord which shall not be unreasonably withheld.

10. ASSIGNMENT AND SUBLETTING

10.1 ASSIGNMENT AND SUBLETTING

Tenant shall not assign its interest in this Agreement or sublease the Property without Landlord's prior written consent. Landlord, however, may assign this Lease.


10.2 NO RELEASE

Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder.

The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. If the Tenant shall assign or sublet the Property or any part thereof for a rental in excess of the amount stipulated in the Lease 50% of such excess rental actually received by Tenant after deduction of all expenses of the sublease or assignment including brokerage commissions, legal fees, free rent or any work done, shall be given by the Tenant to the Landlord.



11. BROKERS OR REALTORS:



11.1 The Parties agree that Christiansen Commercial is the only broker of record of the transactions contemplated herein. Landlord shall be responsible of any commissions due to Christiansen Commercial. Each party hereto agrees to indemnify, defend and hold the other harmless from and against any and all claims, causes of action, losses, costs, expenses, damages or liabilities, including reasonable attorneys' fees and disbursements, which the other may sustain, incur or be exposed to, by reason of any claim or claims by any other broker, finder or person, for fees, commissions or other compensation arising out of the transactions contemplated in this Agreement, if such claim or claims are based in whole or in part on dealings or agreements with the indemnifying party.

12. DEFAULTS AND REMEDIES:

12.1 DEFAULTS:

The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Tenant:

- a) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant in this Agreement.
- b) Any breach or the inaccuracy of any of Tenant's representations and warranties hereunder.
- c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Tenant, other than described in paragraph (a) above, here such failure shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant's; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said fifteen (15) days period and thereafter diligently prosecutes such cure to completion.
- d) The making of Tenant of any general assignment, or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Property or Tenant's interest in this Agreement, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Agreement, where such seizure is not discharged or bonded within thirty (30) days.

12.2 REMEDIES:

In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

- (a) Terminate Tenant's right to possession of the Property by any lawful means in which case this Agreement shall terminate, and Tenant shall immediately surrender possession of the Property to the Landlord. In such event Landlord shall be entitled to recover from Tenant reasonable damages incurred by Landlord by reason of

Tenant's default including, but not limited to, the cost of recovering possession of the Property; expenses on relenting, including necessary renovation and alteration of the Premises, reasonable attorney fees. Unpaid installments of rent or other sums occurred from the date of default to the date of termination shall bear interest from the date due at the published prime rate of the Banco Popular of Puerto Rico.

- (b) Maintain Tenant's right to possession in which case this Agreement shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord 's right and remedies under this Agreement, including the right to recover the rent as it becomes due hereunder.
- (c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the Commonwealth of Puerto Rico.

12.3 DEFAULT BY LANDLORD:

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord. Such notice shall specify the nature of Landlord 's default; provided, however, that if the nature of Landlord 's obligations is such that more than thirty (30) days are required for performance then, Landlord shall not be in default if Landlord commences performance within such thirty (30) days period and thereafter diligently prosecutes the same completion. Tenant's failure to notify the holder of any mortgage or deed of trust covering the Premises shall not preclude the enforcement of any of Tenant's rights or remedies under this Agreement

12.4 LATE CHARGES:

Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due from Tenant will cause Landlord to incur in cost not set forth in this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to processing and accounting charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, 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 such amount shall be due, Tenant shall pay to Landlord a late charge equal to 10% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the cost Landlord will incur by

reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in not event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder, such as interest charged on past-due amounts, as defined in Section 12.4.

13. CONDEMNATION:

If all or a portion of the Property are taken under the power of eminent domain (collectively referred to as "condemnation"), this Agreement shall terminate as to the Property so taken as of the date the condemning authority takes title or possession, which ever first occurs. If more than forty percent (40%) of the floor area of the Property is taken by condemnation, Tenant may, at Tenant's option, which shall be exercised in writing only within thirty (30) days after Landlord has given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), terminate this Agreement as of the date the condemning authority takes possession. If Tenant does not terminate this Agreement by reason of such condemnation, this Agreement shall remain in full force and effect as to the portion of the Property remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the Property. Any award for the taking of all or any part of the Property under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award be made as compensation for diminution in value of the leasehold or to the fee of the Property, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures, removable property & loss of business. In the event that this Agreement is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the Property caused by such condemnation except to the extent that Tenant has been reimbursed by the condemning authority, if it has, Tenant shall pay any amount in excess of such severance damages required to complete such repair.

14. TENANT TERMINATION RIGHT: CERTIFICATE OF CONVENIENCE AND NECESSITY FOR CLINICAL LABORATORY

14.1 Tenant shall obtain and hold a Certificate of Necessity and Convenience from the Puerto Rico Department of Health (the "Certificate") required for the proposed operation of a clinical laboratory as a precedent and subsequent condition to this Agreement. Should Tenant desist from continuing the process of obtaining the Certificate through judicial or administrative process, it may terminate the agreement without the penalty, except for forfeiture of the rent deposit and lease payments or debt until the termination is effective. Tenant shall notify its intention to terminate the Agreement to Landlord with at least thirty (30) days in advance.

15. Intentionally Omitted.

16. GENERAL PROVISIONS:

16.1 ESTOPPELS CERTIFICATE:

Either part shall at any time upon not less than ten (10) days prior written notice from the requesting party, execute, acknowledge and deliver a statement in writing: (1) certifying that this Agreement is unmodified and in full force and effect (or, if modified stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging any defaults hereunder and specifying such defaults, if any are claimed.

16.2 LANDLORD 'S LIABILITY:

The term "Landlord " as used herein shall mean only the owner or owners at the time in question of the fee simple title of Tenant's interest in the Property; and in the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfer the then grantor) shall be relieved from and after the date of such transfer or all liability as respects Landlord 's obligations thereafter to be performed, but not as to any obligations prior to the transfer. Regardless, Tenant shall be allowed to remain under this Lease as long Tenant is not in default.

16.3 SEVERABILITY:

The invalidity of any provisions of this Agreement as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

16.4 INTEREST ON PASTDUE OBLIGATIONS:

Except as expressly herein provided, any amount due to the Landlord under the Lease Term of this Agreement not paid when due for a period exceeding thirty (30) days from date due, shall bear interest, in addition to the late charge as defined in Section 12.4, at ten percent (10%) interest from the date due until full and complete payment thereof.

16.5 TIME OF ESSENCE:

Time is of essence in the performance of the provisions of this Agreement.

16.6 CAPTIONS:

Article and paragraph captions are included for ease of reference and do not constitute a part of this Agreement.

16.7 TOTAL AGREEMENT/AMENDMENTS:

This Agreement contains all agreements between the parties with respect to any matter mentioned herein. No prior Agreement or understanding, whether written or oral, pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

16.8 NOTICES:

Any notice required or permitted to be given hereunder shall be in writing and may be served personally, by certified mail or by facsimile mail addressed to the addresses provided in Section 3.4.

16.9 HOLDING OVER:

In the event that Tenant remains in the Property at the end of its Term, on a month to month basis, and does not renew for an additional Term, the Rent will be increased by ten percent (10%) per month, of the then existing Rent. The month-to month tenancy shall be subject to all the terms of this Agreement.

16.10 CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

16.11 BINDING EFFECT/CHOICE OF LAW:

Subject to any provisions hereof restricting assignment or subletting by Tenant, this Agreement shall bind the parties, their personal representatives, successors and assignees. This Agreement shall be governed by the Laws of the Commonwealth of Puerto Rico. In the event of any judicial action by any of the parties herein, they submit themselves to the jurisdiction of the Court of First Instance, San Juan Region of the Commonwealth of Puerto Rico.

16.12 SUBORDINATION:

- (a) This Agreement, at Landlord's options shall be subordinate to any mortgage, deed of trust, or any other hypothecation or security interest now or hereafter

placed upon the real property of which the Property are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacement and extensions thereof.

Notwithstanding such subordination, Tenant's right to quiet possession of the Property shall not be disturbed if Tenant is not default and so long Tenant shall pay the rent and observe and perform all of its obligations under this Agreement.

- (b) Tenant agrees to execute any document required to effectuate such subordination or to make this Lease superior to the lien of any mortgage, deed of trust or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney in fact and in Tenant's name, place and seal, to do so. Nevertheless, the Tenant may remain in the Property undisturbed so long as it is not in default of these Lease.

16.13 LANDLORD 'S ACCESS:

Landlord shall be entitled to enter the Property for the purposes of inspection to perform any repairs or work required pursuant to the provisions of this Agreement, or for those repairs or work which Tenant has failed to do despite being responsible therefore under this Agreement, or to show the Property to persons interested to acquire the same. This right to access is subject to the following conditions: (a) if due to any emergency situation, which Landlord shall determine at its discretion, LANDLORD shall have full access to the Property at any time; (b) under any other circumstances Landlord shall have access to the Property during normal business hours; and (c) Landlord must maintain at a minimum any interruption to Tenant's operations during any exercise of its rights under this Section.

16.14 SIGNS AND AUCTIONS:

Tenant shall not place any signs upon the Property or conduct any auction thereon without Landlord's prior written consent which shall not be unreasonably denied, withheld or delayed. Tenant's sign shall be subject to conformity with any sign policy adopted by Landlord from time uniformly applied in the warehouse complex of which the Property are part, concerning size, location, type, quality and content. Landlord shall have the option to place signs on the Property such as "For Sale" or "For Rent" two months prior to the expiration of the term. The Landlord shall provide a new sign directory which shall be installed in the front of the complex. The Tenant shall be able to place the Tenant's sign on the directory at no additional cost.

16.15 MERGER:

The voluntary or other surrender of this Agreement by Tenant, or a mutual cancellation thereof shall not work as merger, and shall, at the option of Landlord, terminate all or any existing sub tenancies or may, at the option of the Landlord, operate as an assignment to Landlord of any or all of such sub tenancies.

16.16 CORPORATE AUTHORITY:

The parties hereto represent and warrant that: (i) they have taken all necessary corporate actions to enter into this Agreement; (ii) entering into this Agreement does not contravene any existing agreement or applicable law; (iii) upon execution, this Agreement shall be binding upon said corporation in accordance with its terms.


16.17 NO OTHER LABORATORY:

Landlord shall not permit, and will instruct its property managers, administrators, agents, representatives, successors or assigns, not to permit the use within the Property of any other clinical laboratory or blood removal station operation in any other space of the Property. The Tenant shall have the exclusivity in such use within the Property. Tenant acknowledges and agrees that the Landlord only controls the Property, and that other clinical laboratory or blood removal stations or similar operations may establish themselves within the neighboring properties, and Landlord shall not have any liability to the Tenant in connection with operations falling outside of the Property.

16.18 RECORDATION:

Tenant shall have the right, at its sole cost and expense, to record this Agreement in the relevant section of the Registry of the Property of Puerto Rico. Landlord shall cooperate with the Tenant in executing any documents, notarial or otherwise, required for the recordation of this Agreement in the Registry of the Property of Puerto Rico. Tenant shall pay for any fees or expenses incurred by the Landlord as a result of the recordation of this Agreement in the Registry of the Property of Puerto Rico.

IN WITNESS WHEREOF, the parties hereto sign this Agreement in San Juan, Puerto Rico, on this 1 day of January, 2020.

February 

[SIGNATURES ON NEXT PAGE]

LANDLORD -TRIANGLE REO PR 2 CORP.

By: 

Name: José A. Díaz Brugueras

Position: Authorized Signatory

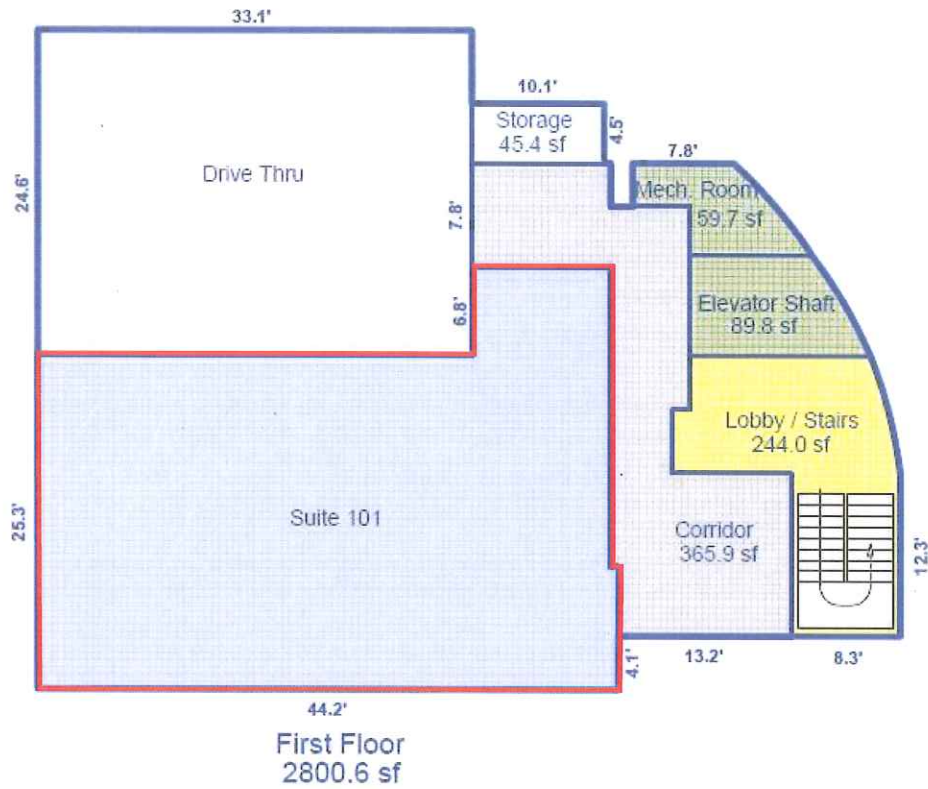
**TENANT – LABORATORIO CLÍNICO
BORINQUEN, INC.**

By: 

Name: Iván Tenreyro Lorenzo

Position: Authorized Representative

EXHIBIT A- PREMISES



Level	Component	GBA (SF)	Rentable (SF)
Ground	Suite 101	1,182.7	1,182.7
	Corridor	365.9	-----
	Storage	45.4	-----
	Mechanical Room	59.7	-----
	Elevator Shaft	89.8	-----
	Lobby Stairs	244.0	-----
	Sub-Total	1,987.5	1,182.7
2nd	Suite 201	612.0	612.0
	Suite 202	686.2	686.2
	Suite 203	1,013.1	1,013.1
	Suite 204	91.4	91.4
	Elevator Shaft	100.6	-----
	Common Areas	654.3	-----
	Sub-Total	3,157.6	2,402.7
3rd	Suite 301	738.9	738.9
	Suite 302	393.7	393.7
	Suite 303	374.3	374.3
	Suite 304	456.4	456.4
	Suite 305	439.6	439.6
	Elevator Shaft	100.6	-----
	Common Areas	654.3	-----
Sub-Total	3,157.8	2,402.9	
TOTALS		8,302.9	5,988.3

Handwritten signature/initials in blue ink.

Laboratorio Clínico Borinquen, Inc.

VENDOR NO: IT058 NAME: TRIANGLE REO PR 2 CORP CHECK DATE: 1/31/2020 **33650**

REFERENCE	INV DATE	INV DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT PAID
20200131 LASTMONTHRE	1/31/2020	LAST MONTH'S RENT (DEPOSIT) LAS LOMAS SR-21 S-3	3,186.29	0.00	3,186.29
TOTAL >			3,186.29	0.00	3,186.29

THIS CHECK IS VOID WITHOUT A GREEN BACKGROUND AND A WATERMARK. HOLD UP TO THE LIGHT TO VERIFY.

Laboratorio Clínico Borinquen, Inc. Banco Popular de Puerto Rico
 Baldorioty #2 Esq. Goyco Caguas, PR
 Caguas, PR 00725 101-201/215

33650

 **PAY 3,186.29**
ONLY THREE DOLLARS AND SIXTY-NINE CENTS

DATE	01/31/2020
AMOUNT	***3,186.29

PAY Three Thousand One Hundred Eighty-Six and 29/100 *****Dollars

TO THE ORDER OF
 TRIANGLE REO PR 2 CORP
 ATTN: HECTOR L SILEN
 221 PONCE DE LEON AVE., SUITE 1204
 SAN JUAN, PR 00917

R. Jenkins

CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

⑈033650⑈ 1:021502011: 041018186⑈

Laboratorio Clínico Borinquen, Inc.

VENDOR NO: ID58 NAME: TRIANGLE REO PR 2 CORP CHECK DATE: 1/31/2020 **33651**

REFERENCE	INV DATE	INV DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT PAID
2020131 S DEPOSIT	1/31/2020	SECURITY DEPOSIT LAS LOMAS SR-21 S-3	3,186.29	0.00	3,186.29
TOTAL >			3,186.29	0.00	3,186.29

THIS CHECK IS VOID WITHOUT A GREEN BACKGROUND AND A WATERMARK FOLD UP TO VERIFY LIGHT TOWER

Laboratorio Clínico Borinquen, Inc.
 Baldorioty #2 Esq. Goyco
 Caguas, PR 00725

Banco Popular de Puerto Rico
 Caguas, PR
 101-201/215

33651

 **PAY 3,186.29**
ONLY THREE ONE EIGHT SIX CENTS

DATE	01/31/2020
AMOUNT	***3,186.29

PAY Three Thousand One Hundred Eighty-Six and 29/100*****Dollars

TO THE ORDER OF
 TRIANGLE REO PR 2 CORP
 ATTN: HECTOR L SILEN
 221 PONCE DE LEON AVE., SUITE 1204
 SAN JUAN, PR 00917

B. Ombros

CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

⑈03365⑈ ⑆02⑆5020⑆⑆⑆04⑆⑆⑆01818⑆⑈

Laboratorio Clínico Borinquen, Inc.

33652

CHECK DATE: 1/31/2020

VENDOR NO: T058 NAME: TRIANGLE REO PR 2 CORP

REFERENCE	INV DATE	INV DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT PAID
RP025064	2/1/2020	RENT LAS LOMAS SR-21 S-3	3,186.29	0.00	3,186.29
TOTAL >			3,186.29	0.00	3,186.29

THIS CHECK IS VOID WITHOUT A GREEN BACKGROUND AND A WATERMARK. HOLD UP TO THE LIGHT TO VERIFY.

Laboratorio Clínico Borinquen, Inc.

Baldorioty #2 Esq. Goyco
Caguas, PR 00725

33652

Banco Popular de Puerto Rico
Caguas, PR
101-201/215

 **PAY 3,186.29**
ONLY THREE THOUSAND ONE HUNDRED EIGHTY-SIX AND 29/100 CENTS

DATE	01/31/2020
AMOUNT	***3,186.29

PAY Three Thousand One Hundred Eighty-Six and 29/100*****Dollars

TO THE ORDER OF
TRIANGLE REO PR 2 CORP
ATTN: HECTOR L SILEN
221 PONCE DE LEON AVE., SUITE 1204
SAN JUAN, PR 00917



CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

⑈033652⑈ ⑆02150201⑆ 0411018184⑈