

Chabot Building

20265 Lake Chabot Road

1. Built 11/16/1961 was 2250 Square Feet
2. Purchased by Chabot Building Partnership June 6, 1975 for \$120,000
3. Back two-story addition built in 1980 adding 3000 Square Feet
4. Additional addition on second level of 304 Square Feet built in 1999
5. Total of 5780 Square Feet

Current Lease:

1. Tenant if Sierra Kress Dental, Partnership of K. J. Cabugao, DDS, Inc. & Magann, DDS, Inc.
2. Fourth Amendment to the Lease signed January 3, 2023
3. Current Rent \$17,455.00. It is adjusted annually on May 1st by the CPI figures.
4. The Current Lease expires on January 31, 2009.
5. Renewal of the lease. The Tenant has the option to renew the lease for three consecutive five-year terms.
6. Maintenance or repairs the Tenant pays the first \$500.
7. Tenants must maintain liability insurance of not less than \$2,000,000.
8. The original lease has this clause "TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease. Landlord may terminate this lease upon 180 days written notice to Tenant that the Premises have been sold"
9. Chabot Building has these reoccurring expenses:
 - a. Property/Casualty/Earthquake Insurance around \$10,000.
 - b. Property Tax Provision in the original lease. "The Landlord shall pay the first Four Thousand Four Hundred Thirty Eight Dollars and Sixty Four Cents (\$4438.64) in property tax levied on the building and grounds each year, and the remaining property taxes and all other taxes attributable to the Premises or the use of the Premises shall be paid by the Tenant". In 2023 the Property Tax was \$13,953.88.

Chabot Building LLC
202665 Lake Chabot Road
Castro Valley, CA 94546

April 4, 2024

Dr. Kevin Cabugao, DDS
Sierra Crest Dental
20265 Lake Chabot Road
Castro Valley, CA 94546

Dear Kevin:

Our current lease agreement has a provision for an annual rent increase related to the rate of inflation. We have always referenced the CPI. This year the CPI for the 12 months ending February 2024 is 3.2 percent. That equates to a \$541.00 increase. Effective May 1, 2024, the monthly rent will be \$17,455.00.

Please contact me with any questions.

Thank You



Michael J. Erickson, DDS
Managing Partner for Chabot Building LLC

5106061083

- TO DR MEXIES -

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of January 31, 1995, by and between Chabot Building Partnership ("Landlord"), and Erickson, Santucci, Maass, MacKenzie, Griggs, and Vandersloot, a Professional Dental Corporation, Doing business as "Creative Dimensions in Dentistry" ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the buildings and grounds (the "Premises") located at 20265 Lake Chabot Road, Castro Valley, California 94546-5307.

PARKING. Tenant shall be entitled to use all parking spaces for the parking of the Tenant's patients'/guests' motor vehicles.

TERM. The lease term will begin on February 1, 1995, and will terminate on January 31, 2000.

RENEWAL TERMS. This lease shall automatically renew for an additional period of five years on the same terms as this Lease, unless either party gives written notice of the termination no later than 180 days prior to the end of the term or renewal term. It is granted to Creative Dimensions in Dentistry that they shall have an option of renewing this lease for three additional five year periods. The amount of the required lease payment may be revised at each renewal period by the Landlord. Such revisions shall be re-negotiated by and agreed to by both parties in writing, and shall be based on the cost of living index and real estate market conditions in the immediate area of said Premises.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a lease payment for the holdover Period based on the terms of the following Lease Payments paragraph. Such holdover shall constitute a month to month extension of this Lease.

LEASE PAYMENTS. Tenant shall pay to Landlord lease payments of \$8,280.00 payable in advance, on the first day of each month. Lease payments shall be made payable to the Landlord at P.O. Box 1980, 550 Pointing rock Drive, Borrego Springs, California 92004, as may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term,

Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures as may have been put into place by the Tenant.

MAINTENANCE. Tenant's obligation for maintenance shall include routine maintenance of the grounds, plumbing, electrical wiring, air conditioning and heating systems, repair of broken window glass, and all maintenance of the building internal to the outer boundary of drywall of the building. Landlord's obligation for maintenance shall include the roof, outside walls, exterior doors and window frames, major building systems, structural parts of the building, all maintenance exterior to the dry wall of the building, and all major maintenance, unless there has been misfeasance or malfeasance on the part of Creative Dimensions in Dentistry which contributed to the maintenance requirement. Major maintenance is defined as any single maintenance effort requiring an expenditure in excess of \$500, excluding maintenance on equipment specific to the dental profession such as dental vacuum systems, dental compressor systems, etc.. Such maintenance shall include but not be limited to maintenance that may be required from time to time to bring the building into compliance with Federal, State, or local laws.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective workers. As provided by law, in case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

TAXES. The Landlord shall pay the first Four Thousand Four Hundred Thirty Eight Dollars and Sixty-four Cents (\$4438.64) in property taxes levied on the building and grounds each year, and the remaining property taxes and all other taxes attributable to the Premises or the use of the Premises shall be paid by the Tenant.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and the cost of the repair is less than \$200,000.00, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$200,000.00 or more, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days written notice of such event or condition by either party.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if

Tenant fails to cure any financial obligation within 90 day(s) (or any other obligation within 90 day(s) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without prior written consent of Landlord, which shall not be unreasonably withheld.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 180 day(s) written notice to Tenant that the Premises have been sold.

INDEMNITY REGARDING USE OF PREMISES. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises. Lessee expressly waives all claims against Lessor for damage or injury due to any cause whatsoever to any property of any kind, contained in said premises, and for the destruction there of from any cause.

BINDABILITY ON HEIRS. This lease is and shall be binding upon the heirs, executors, administrators, successors, and assigns of the represented parties hereto.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Chabot Building Partnership
P.O. Box 1980
505 Pointing Rock Drive
Borrego Springs, California 92004

TENANT:

Creative Dimensions in Dentistry
20265 Lake Chabot Road
Castro Valley, California 94546-5307

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of California.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

LANDLORD:

Chabot Building Partnership



By: Robert Fisher
Managing Partner, Chabot Building

TENANT:

Creative Dimensions in Dentistry



By: Michael J. Erickson
President of Creative Dimensions

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE, dated May 11, 2009 (this "Amendment") is between Chabot Building Partnership ("Landlord") and Erickson, Santucci, Maass, Mackenzie, Griggs, Guastella, and Alvaro, a Professional Dental Corporation, dba Creative Dimensions in Dentistry ("Tenant").

1. Ratification. This Amendment amends the Real Estate Lease dated January 31, 1995 between the parties (the "Lease"). The parties confirm that the Lease is in full force and effect. All capitalized but undefined terms in this Amendment will have the meanings given in the Lease.

2. Term. The current term of the Lease will expire on January 31, 2010. The paragraph entitled "Renewal Terms" of the Lease will remain the same.

3. Holdover. The rent for any Holdover Period will be 125% of the then current rent under the Lease; otherwise the paragraph entitled "Holdover" of the Lease will remain the same.

4. Rent. Commencing the date of this Amendment, the rent for the Premises will be \$11,218.83 per month. On each anniversary date of the Lease (that is, on each February 1), the then current rent will increase (or decrease) by a percentage amount calculated using the Current Consumer Price Index (CPI-U) published monthly by the Bureau of Labor Statistics. Otherwise, the paragraph entitled "Lease Payments" of the Lease will remain the same.

5. Maintenance. For all major maintenance (as defined in the paragraph entitled "Maintenance" of the Lease), Tenant will pay the first \$500 of the expense, and Landlord will pay the balance of the expense over \$500. Tenant will pay the cost of all regular monthly landscaping maintenance around the Premises. Otherwise, the paragraph entitled "Maintenance" of the Lease will remain the same.

6. Insurance. Landlord will maintain liability insurance and property and casualty insurance on the building in amounts it deems appropriate. Tenant will maintain property and casualty insurance at full replacement cost on all of its personal property located on the Premises. These terms will replace the the paragraph entitled "Property Insurance" of the Lease.

7. General Provisions. This Amendment and the Lease will be read together as one document. This Amendment will be binding upon and inure to the benefit of the parties and their respective successors and assigns. No third party beneficiaries are intended to arise hereby. This Amendment and the Lease contain the entire, exclusive agreement of the parties with respect to their subject matter.

IN WITNESS WHEREOF, the parties have signed this Amendment the day and year first above written.

Chabot Building Partnership

Erickson, Santucci, Maass, Mackenzie, Griggs, Guastella, and Alvaro, a Professional Dental Corporation

By: [Signature]
Name: MICHAEL J. ERICKSON
Title: MANAGING PARTNER

By: [Signature]
Name: ROBERT M. MAASS
Title:

SECOND AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE, dated June 1, 2014 (this "Amendment") is between Chabot Building Partnership ("Landlord") and Maass, Mackenzie, Alvaro, Salehinia, Erickson, Chhina and Griggs, a Professional Dental Corporation, dba Creative Dimensions in Dentistry ("Tenant").

1. Ratification. This Amendment amends the Real Estate Lease dated May 11, 2009 between the parties (the "Lease"). The parties confirm that the Lease is in full force and effect. All capitalized but undefined terms in this Amendment will have the meanings given in the Lease.

2. Term. The current term of the Lease will expire on January 31, ~~2014~~ 2019. The paragraph entitled "Renewal Terms" of the Lease will remain the same.

3. Holdover. The rent for any Holdover Period will be 125% of the then current rent under the Lease; otherwise the paragraph entitled "Holdover" of the Lease will remain the same.

4. Rent. Commencing the date of this Amendment, the rent for the Premises will be \$12,106 per month. On each anniversary date of the Lease (that is, on each May 1), the then current rent will increase (or decrease) by a percentage amount calculated using the Current Consumer Price Index (CPI-U) published monthly by the Bureau of Labor Statistics. Otherwise, the paragraph entitled "Lease Payments" of the Lease will remain the same.

5. Maintenance. For all major maintenance (as defined in the paragraph entitled "Maintenance" of the Lease), Tenant will pay the first \$500 of the expense, and Landlord will pay the balance of the expense over \$500. Tenant will pay the cost of all regular monthly landscaping maintenance around the Premises. Otherwise, the paragraph entitled "Maintenance" of the Lease will remain the same.


6. Insurance. Landlord will maintain liability insurance and property and casualty insurance on the building in amounts it deems appropriate. Tenant will maintain property and casualty insurance at full replacement cost on all of its personal property located on the Premises. These terms will replace the the paragraph entitled "Property Insurance" of the Lease.


7. General Provisions. This Amendment and the Lease will be read together as one document. This Amendment will be binding upon and inure to the benefit of the parties and their respective successors and assigns. No third party beneficiaries are intended to arise hereby. This Amendment and the Lease contain the entire, exclusive agreement of the parties with respect to their subject matter.

IN WITNESS WHEREOF, the parties have signed this Amendment the day and year first above written.

Chabot Building Partnership

Maass, Mackenzie, Alvaro, Salehinia, Erickson, Chhina and Griggs, a Professional Dental Corporation

By: 
Name: MICHELLE J. ERICKSON
Title: MANAGING PARTNER

By: 
Name: ROBERT N. MAASS
Title: PRESIDENT

THIRD AMENDMENT TO LEASE

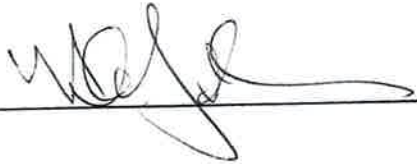
This Third Amendment to Lease, dated 1/24/19 (this "Amendment" is between Chabot Building LLC ("Landlord") and Maass, MacKenzie, Alvaro, Salehinia, Erickson, China and Griggs, a Professional Dental Corporation, dba Creative Dimensions in Dentistry ("Tenant"))

1. Ratification. This Amendment amends; the Real Estate Lease Dated January 31, 1995 between the parties (the "Lease"). The parties confirm that the lease is in full force and effect. All capitalized; but undefined terms in this Amendment will have the meanings given in the Lease.
2. Term. The current term of the Lease will expire January 31, 2024. The paragraph entitled "Renewal Terms" of the Lease will remain the same.
3. Holdover. The rent for any Holdover Period will be 125% of the then current rent under the Lease; otherwise the paragraph entitled "Holdover" of the Lease will remain the same.
4. Rent. Commencing the date of this Amendment, the rent for the Premises will be \$13,373.00 per month. On each anniversary date of the Lease (that is, on each May 1), the then current rent will increase (or decrease) by a percentage amount calculated using the Current Consumer Price Index (CPI-U) published monthly by the Bureau of Statistics. Otherwise, the paragraph entitled "Lease Payments" of the Lease will remain the same.
5. Maintenance. For all major maintenance (as defined in the paragraph entitled "Maintenance" of the Lease, Tenant will pay the first \$500 of the expense, and Landlord will pay the balance of the expense over \$500.
6. Insurance. Landlord will maintain liability insurance and property and casualty insurance on the building in the amounts it deems appropriate. Tenant will maintain property and casualty insurance at full replacement cost on all its personal property; located on the Premises. These terms will replace the paragraph entitled "Property Insurance" of the Lease.
7. Notice. Landlord contact information for Notices under this lease has changed to:
Chabot Building LLC, c/o Michael Erickson, 6230 View Crest Dr., Oakland, California 9619
8. General Provisions. This amendment and the Lease will be read together as one document. This Amendment will be binding upon and inure to the benefit of the parties and their respective successors and assigns. No third party beneficiaries are intended to

arise hereby. This Amendment and the Lease contain the entire, exclusive agreement of the parties with respect to their subject matter.

IN WITNESS WHEREOF, the parties have signed this Amendment the day and year first above written.

Chabot Building Partnership

By: 

Title: WANG MC-PETER

Maass, MacKenzie, Alvaro, Salehinia, Erickson, Chhina and Griggs, a Professional Dental Corporation

By:  G. David MacKenzie, DDS


By:  Alisa Alvaro, DDS

By:  Shirin Salehinia, DDS

By:  Mundeep Chhina, DDS

By:  Jeffrey Erickson, DDS

By:  Reginald Griggs, DDS

By:  Rami Saah, DDS

FOURTH AMENDMENT TO LEASE

January 3, 2023

This Fourth Amendment to Lease has been made effective January 3, 2023 ("Fourth Amendment") between **Chabot Building LLC ("Landlord")** and **Sierra Kress Dental, Partnership of K.J. Cabugao, DDS, Inc. & Magann DDS, Inc. ("Tenant")**.

RECITALS

A. On or about January 31, 1995, Chabot Building Partnership, as landlord, entered into a written lease with Erickson, Santucci, Maass, MacKenzie, Griggs and Vandersloot, a Professional Dental Corporation, doing business under the fictitious business name and style, "Creative Dimensions in Dentistry", as tenant. The premises owned by the landlord and to be leased to the tenant consisted of a certain dental office building and lot (including parking) commonly designated as 20265 Lake Chabot Road, Castro Valley, CA ("Lease" and "Premises", respectively).

B. The Lease was amended in writing between those same parties as a First Amendment to Lease dated May 11, 2009; a Second Amendment to Lease dated June 1, 2014, and a Third Amendment dated January 24, 2019. Prior to execution of the Third Amendment, the landlord had converted to a limited liability company by and under the laws of the State of California, so that it became known as Chabot Building LLC.

C. Prior to the effective date, the prior tenant of the Lease assigned all of its right, title, and/or interest therein to the Tenant. Landlord has given its consent to the aforesaid assignment. By this instrument, the Landlord and the Tenant hereby confirm their respective relationships pursuant to the Lease and ratify and reaffirm it, as previously amended. The parties hereby further amend the Lease by virtue of this Fourth Amendment. The terms and provisions of this Fourth Amendment shall prevail over any contrary provisions of the Lease

_NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Truth of Recitals. The foregoing Recitals are true and correct and are hereby incorporated herein by this reference.

2. Term. Pursuant to the Third Amendment to Lease, its current expiration date is January 31, 2024. By this Fourth Amendment, the term hereof shall be extended; the extended expiration date of the Lease shall be January 31, 2029.

3. Renewal Terms. The paragraph entitled "Renewal Terms" of the Lease is hereby amended to reflect that there shall be no automatic renewal of the Lease. Rather, Tenant is hereby granted three (3) consecutive options to extend the term of Lease, each for a period of five (5) years. During each extended term, the covenants and conditions of the Lease shall remain the same, including those pertaining to annual cost of living adjustments in the amount of rent payable, save and except that the amount of rent due at commencement of each extended term shall be adjusted to reflect the then fair market rental value of the Premises. The revised rent to be applicable at the commencement of each extended term of lease shall be determined by agreement of the parties; provided, however, should the parties be unable or unwilling to agree on rent, then the following procedure shall be employed: Landlord and Tenant shall either (i) jointly select a knowledgeable real estate professional active for at least 5 years within the Castro Valley/South Alameda County medical/dental office market whose determination of rent shall be binding; or (ii) each party shall select a real estate professional knowledgeable in the area and (a) the two professionals shall each opine regarding fair market rental value of the Premises with rental then established at the average of the two or (b) the two professionals shall select a third, with all three fixing fair market rental value such that the high and low rents shall be discarded and the median rent selected to be given effect for the succeeding extended term of Lease. (In no instance, shall the rent at the commencement of the extended term be less than the rent in effect at the expiration of the preceding term of Lease, increased by an amount equivalent to the annual cost of living adjustment, as provided elsewhere in the Lease.) Each consecutive option must be exercised by Tenant by written notice to Landlord of not more than one year nor less than one hundred eighty (180) days prior to the expiration of the then current term of Lease.

4. Holdover The rent for any Holdover Period shall be 125% of the rent payable during the final year preceding expiration of the Lease; otherwise the paragraph entitled "Holdover" of the Lease shall remain the same.

5. Rent. The January 2023 monthly rent for the Premises payable concurrently with the execution of this Fourth Amendment and continuing for the succeeding months to and including April 30, 2023, shall be the sum of \$15,957.00.00. On May 1, 2023 and on each successive May 1 during the term, the monthly rent payable for the succeeding 12 months shall be adjusted to reflect the increase (but not the decrease) in the cost of living over the preceding 12 months. The calculation of the increase in the cost of living shall be made with respect to the Current Consumer Price Index (CPI) – All Items – for the San Francisco/Oakland/San Jose Area published monthly by the Bureau of Labor Statistics. Otherwise, the paragraph entitled "Lease Payments" of the Lease shall remain the same.

6. Maintenance. For all major maintenance (as defined in the paragraph entitled "Maintenance" of the Lease), Tenant will pay the first \$500 of the expense, and Landlord will pay the balance of the expense over \$500.

7. Insurance. Landlord will maintain liability insurance and property and casualty insurance on the building in the amounts it deems appropriate. Tenant will maintain liability insurance of not less than \$2,000,000 in coverage related to personal injury or death as well as property and casualty insurance at full replacement cost on all its personal property located on the Premises. These terms will replace the paragraph entitled "Property Insurance" of the Lease.

8. Notice. Landlord and Tenant contact information for Notices under this lease has changed to:

LANDLORD

**Chabot Building LLC, 6230 View Crest Dr., Oakland, California 9619
Michael J. Erickson, Managing Partner, Chabot Building LLC.**

TENANT

**Sierra Kress Dental, Partnership of K.J. Cabugao, DDS, Inc. & Magann DDS,
Inc., 345 Estudillo Avenue, Ste. 205, San Leandro, CA 94577
Kevin Cabugao, Partner**

9. General Provisions. This amendment and the Lease will be read together as one document (although, to the extent there is conflict, the provisions of this Fourth Amendment shall prevail). This Amendment will be binding upon and inure to the benefit of he parties and their respective successors and assigns. No third parties shall have any rights related hereto nor shall any third party be deemed a beneficiary of any provision hereunder. This Amendment and the Lease contain the entire, exclusive agreement of the parties with respect to their subject matter.

IN WITNESS WHEREOF, the parties have signed this Amendment the day and year first above written.

Chabot Building LLC ("Landlord")

By: 

Title: MANAGING PARTNER

Sierra Kress Dental, Partnership of K.J. Cabugao, DDS, Inc. & Magann DDS, Inc. ("Tenant").

By: _____

Title: _____