

P R O J E C T

MASTER LEASE

by and between

PALISADES EOM LLC

(as Landlord)

and

Rapid Reliable Testing NY, LLC ("DocGo"), a subsidiary of DocGo Inc
(as Master Tenant)

March 1, 2023

P R O J E C T

MASTER LEASE

THIS MASTER LEASE (this "Master Lease") is made and entered into as of March 1, 2023 (the "Effective Date"), by and between Palisades EOM LLC, a New York limited liability company (the "Master Landlord"), and **Rapid Reliable Testing NY, LLC ("DocGo")**, a subsidiary of DocGo Inc, a New York corporation (the "Master Tenant").

RECITALS

The following recitals (the "Recitals") are a Material part of this Master Lease:

WHEREAS, Master Landlord is the owner of that certain property located at 329 Route 303, Orangeburg NY 10962 (the "Hotel");

WHEREAS, Master Tenant desires to sublease the Property to third parties; and

NOW, THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

ARTICLE I

1. PROPERTY, TERM AND DELIVERY

2.

Section 1.1 Property.

Master Landlord hereby leases and demises to the Master Tenant, and the Master Tenant hereby leases from Master Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions of this Master Lease, all the rooms at the Hotel and related personal and tangible property needed for the operation of the Hotel.

Section 1.2 Term.

The Rooms of the Hotel and related personal and tangible property needed for the operation of the Hotel is hereby leased unto the Master Tenant and its successors and assigns for the five (5) year term commencing on or around March 1, 2023 (the "Commencement Date") and ending on or around March 1, 2028 (the "Term").

Master Tenant is granted the option to extend the Term of this Master Lease for a period of five (5) years at the end of the original Term. This option must be exercised by written notice to the Master Landlord at least thirty (30) days prior to the expiration of the original term. Should the Master Tenant choose to extend,

Delivery.

Master Landlord shall deliver possession of the Hotel to Master Tenant on the Commencement Date, in its current condition and free of all title defects and encumbrances.

Article II.

1. RENT AND EXPENSES

2.

Section II.1 Rent.

Master Tenant shall pay to Master Landlord a fixed annual rate (hereinafter referred to as the "**Rent**") in the total amount of \$6,241,500.00, payable in Daily installments upon Master Tenant's taking possession of rooms.

Section II.2 Operating Expenses, Taxes and Utilities.

The Parties acknowledge the Rent is fixed. The Master Tenant shall have no financial liability to the Master Landlord other than the payment of Rent. The Parties agree and acknowledge that this Master Lease is a gross lease, and that the Master Landlord shall pay all costs relating to its ownership of the Hotel, including but not limited to, taxes, insurance, utilities and other similar operating expenses.

Article III.

3. USE AND ASSIGNMENT

Section III.1 Use.

Throughout the Term, the Master Tenant shall use and occupy the Hotel only for lawful uses, and for no other use or purpose.

Section III.2 Transfer or Assignment.

The Master Tenant shall have the right, subject to applicable law, to sublease the Hotel or spaces therein, including any sublease to subtenants under commercial subleases, with Master Landlord's approval; provided, however, that a copy of each executed sublease shall be supplied to the Master Landlord upon request to the Master Tenant. In the event that Master Landlord sells the Hotel to a third party, this Master Lease shall continue and be assigned to any and all future owners of the Hotel.

Article IV.

1. COVENANTS AND OBLIGATIONS

2.

Section IV.1 Furniture and Equipment.

- 3.** Master Landlord shall provide each room in the Hotel with standard room furniture and refrigerators and microwave.

Section IV.2 Maintenance.

(a) General. Following the Commencement Date, at its sole cost and expense throughout the Term, the Master Landlord shall (a) take care of the Hotel in a manner that is consistent for improvements of similar construction and class as the Hotel; (b) keep the same in good order and condition in a manner that is consistent for improvements of similar construction and class as the Hotel; and (c) make and perform all repairs or cause all such repairs to be made, including, without limitation, those repairs required under and sublease of the Hotel by the Master Tenant.

(b) Maintenance Staff; Building. Master Landlord agrees to take all reasonable steps to make repairs or adjustments as requested by any subtenant of Master Tenant.

(c) Safety Devices. Master Landlord shall maintain all safety devices, including smoke and carbon monoxide detectors, sprinklers, fire extinguishers, grab bars, etc. in proper operating condition.

Section IV.3 Cleaning.

(a) Common Areas. Master Landlord shall maintain all corridors, stairwells, elevators, and other common areas throughout the Hotel in a clean and sanitary condition.

(b) Guest Rooms: Master landlord is required to maintain the cleanliness of guest rooms. 3 times per week

Section IV.4 Repairs.

4. All requests for repairs, whether in rooms or common areas, must be addressed by Master Landlord in a timely manner. Master Landlord shall keep furniture, microwaves, refrigerators and other appliances in operating condition

Section IV.5 Certificate of Occupancy.

5. Master Landlord represents and warrants that it possesses a valid certificate of occupancy or temporary certificate of occupancy. If the Hotel has an expired temporary certificate of occupancy during the term of any sublease or hotel use agreement by the Master Tenant, Master Landlord agrees that it will immediately provide a detailed plan for renewing the expired temporary certificate of occupancy.

Section IV.6 Insurance.

(a) Worker's Compensation. Master Landlord shall maintain workers' compensation insurance, employers' liability insurance, and disability benefits insurance, in accordance with applicable law on behalf of, or in regard to, all employees of the Hotel.

(b) Commercial General Liability Insurance. Master Landlord shall maintain commercial general liability insurance in the amount of at least two million dollars (\$2,000,000) per occurrence for bodily injury (including death) and at least four million dollars (\$4,000,000) in the aggregate.

(c) Indemnification & Insurance: To the fullest extent permitted by law, Master Landlord shall defend, indemnify, and hold harmless Master Tenant and any subtenant, including their respective officials, contractors, service providers, and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which Master Tenant, any subtenant, or their respective contractors, service providers, officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Hotel and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with law.

Article V.

4. REPRESENTATIONS AND WARRANTIES

5.

Section V.1 No Encumbrances.

Master Landlord represents that it has good and marketable fee simple title to the Hotel, and that it has full right and lawful authority to enter into this Master Lease in accordance with the terms hereof and to grant the estate demised hereby, and that no other party has any right, lease or option to or in connection with the Hotel. Master Landlord covenants that it will not encumber the title of the Hotel or cause or permit said title to be encumbered in any manner whatsoever after the date hereof without the consent of the Master Tenant or as a result of the actions of Master Tenant or any party acting on behalf of Master Tenant. Master Landlord further covenants that the Master

Landlord has received no written notice and has no knowledge of the intention of any party holding an easement affecting the Hotel or any part thereof to expand the exercise of any such easement beyond the scope of the present exercise thereof (as by replacing, or expanding existing facilities, conduits (including underground or overhead wires, cables or pipes) or systems for sewers, water, electric, gas, cable and other utilities).

Section V.2 Quiet Enjoyment.

Master Landlord covenants and warrants that the Master Tenant, upon payment of all sums herein provided and upon performance and observance of all of its covenants herein contained, shall peaceably and quietly have, hold, occupy, use and enjoy and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Hotel during the Term. Master Landlord agrees to warrant and forever defend the title to the Hotel against the claims of any and all persons whomsoever lawfully claiming by, through or under Master Landlord. Notwithstanding the foregoing, subject to the rights of subtenants, Master Landlord in person or through its agents, upon reasonable prior written notice to Master Tenant, shall have the right to enter upon the Hotel for purposes of reasonable inspections performed during reasonable business hours in order to assure compliance by Master Tenant with its obligations under this Master Lease. The Master Landlord hereby agrees to indemnify the Master Tenant from any and all loss, damage, or claim incurred by it as a result of any negligence, misfeasance, and/or malfeasance on the part of the Master Landlord, its employees, agents, or contractor in connection with such activities on the Hotel. Master Landlord shall provide insurance required by this Master Lease as may be necessary with respect to any activity to be undertaken on the site by the Master Landlord under said license.

Section V.3 Representations and Warranties of Master Landlord.

Master Landlord hereby represents and warrants to Master Tenant as follows:

(a) To the best knowledge of Master Landlord, Master Landlord has delivered to Master Tenant copies of all Material documents in its possession with respect to the financing, ownership, leasing, maintenance and operation of the Hotel. Such documents have been furnished to Master Tenant for Master Tenant to rely upon in connection with the transactions contemplated by this Master Lease;

(b) The execution and delivery of this Master Lease and the performance of all acts heretofore or hereafter made or taken or to be made or taken, pertaining to the Master Landlord or the Hotel by the Master Landlord have been duly authorized by all necessary company or other action, and the consummation of any such transactions with or on behalf of the Master Landlord will not constitute a breach or violation of, or a default under, the articles of organization or operating agreement or other governing documents of the Master Landlord or any agreement by which Master Landlord or its members and/or managers is bound, nor constitute a violation of any law, administrative regulation or court decree;

(c) The Hotel is not (and will not be) subject to any right of first refusal or option to acquire in favor of any person;

(d) The Hotel is not subject to any pending or, to the best of Master Landlord's knowledge, threatened Taking;

(e) The Hotel is not (i) subject to any reversion of title or (ii) subject to any restrictions on use that would contravene any provision of this Master Lease;

(f) All licenses, permits and authorizations necessary for the conduct of Master Landlord's business as it is being conducted at the Hotel as of the date hereof have been issued and are in full force and effect, and Master Landlord has not received any notice of any pending proceedings to change, re-zone or down-zone the existing zoning classifications as to any portion of the Hotel and Master Landlord has no knowledge of the threat of any such action;

(g) No "common area" assessments or assessments for public improvements have been made against the Hotel which remain due and unpaid and all bills and claims for labor performed and services and Materials furnished for the Hotel are or will be timely paid in full and the Hotel is or will be free from mechanic's or Materialman's liens;

(h) The execution and delivery of this Master Lease, the incurrence of the obligations set forth in this Master Lease, and the consummation of the transactions contemplated by this Master Lease do not violate or conflict with any provision of any applicable federal, state, municipal or local laws, ordinances, rules, regulations, requirements, or any order, judgment, decree, determination, or award of any court binding on either Master Landlord or Master Landlord's members or manager(s), or their assets including the Hotel; nor do they conflict with, result in a breach of, constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, or cancel, or require any notice (which notice has not been furnished) under any agreement, contract, lease, license, instrument, or other arrangement to which either Master Landlord or Master Landlord's members or manager(s) is a party or by which either is bound or to which any of its assets is subject;

(i) There is no delinquent tax or any actual or threatened assessment of deficiency or additional tax or other governmental charge or a basis for such a claim with respect to the Hotel. There are no tax liens on the Hotel other than liens for real property taxes that are not yet due and payable;

(j) Master Landlord has or will obtain all building, zoning, and other applicable certificates, permits, and licenses necessary to permit the Rehabilitation, use and occupancy of the Hotel and will complete the Rehabilitation in accordance with any conditions contained in the Part 2 Approval; and Master Landlord, after completion of Master Landlord's Work, will do all things necessary in the Part 2 Approval to ensure that the Hotel will receive a final certification (Part 3 Approval) of completed work from the Secretary of the Interior stating that the Rehabilitation is consistent with the historic character of the Hotel;

(k) All appropriate public utilities, including sanitary and storm sewers, water, gas and electricity, are currently or will be available to the Hotel and will be operating properly for all portions of the Hotel at the time of first occupancy.

Section V.4 Representations and Warranties of Master Tenant.

Master Tenant hereby represents and warrants to Master Landlord as follows:

(a) The execution and delivery of this Master Lease, the incurrence of the obligations set forth in this Master Lease, and the consummation of the transactions contemplated by this Master Lease do not violate or conflict with any provision of any applicable federal, state, municipal or local laws, ordinances, rules, regulations, requirements, or any order, judgment, decree, determination, or award of any court binding on the Master Tenant or its managing member, or their assets including the Leasehold Interest; nor do they conflict with, result in a breach of, constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, or cancel, or require any notice (which notice has not been furnished) under any agreement, contract, lease, license, instrument, or other arrangement to which the Master Tenant or its managing member is a party or by which it is bound or to which any of its assets is subject;

(b) No consent, authorization, approval or permit of or from, or notice to or filing with, any governmental body or any party to any contract, agreement or instrument to which Master Tenant is a party or by which Master Tenant is bound, is required for the execution, delivery or compliance with the terms of the Master Lease by Master Tenant;

(c) In connection with the transactions contemplated hereby, Master Tenant has not retained or incurred any obligation to any broker. Master Tenant shall be solely responsible for any amounts payable to any broker with respect to such transactions arising from a contractual relationship or alleged contractual relationship between such broker and Master Tenant or otherwise arising from any dealing with Master Tenant; and

(d) The execution and delivery of this Master Lease and the performance of all acts heretofore or hereafter made or taken or to be made or taken, pertaining to the Master Tenant or the Hotel by the Master Tenant have been duly authorized by all necessary company or other action, and the consummation of any such transactions with or on behalf of the Master Tenant will not constitute a breach or violation of, or a default under, the articles of organization or operating agreement or other governing documents of the Master Tenant or any agreement by which the Master Tenant or its managing member is bound, nor constitute a violation of any law, administrative regulation or court decree.

Article VI.

6. TERMINATION

7.

Section VI.1 Termination by Either Party for Cause.

Either party may terminate this Master Lease for Cause at any time upon written notice to the other party. "Cause" shall mean a material breach by either party of this Master Lease where such breach, if curable, is not remedied to the non-breaching party's reasonable satisfaction within ten (30) business days after written notice to the breaching party.

Section VI.2 Effect of Termination or Expiration.

Upon termination or expiration of this Master Lease, neither Master Tenant nor Master Landlord shall have any further obligations under this Master Lease, except that the liabilities accrued through the date of termination or expiration of this Master Lease shall survive termination or expiration of this Master Lease.

Section VI.3 Limitation of Master Tenant's Liability.

Notwithstanding anything in this Master Lease to the contrary, no member of the Master Tenant nor any Affiliate thereof shall have any personal liability hereunder, including for any Master Lease Payment hereunder.

8. MISCELLANEOUS

9.

Section VII.1 Construction.

Master Landlord and Master Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section thereof.

Section XI.1 Performance Under Protest.

In the event of a dispute or difference between Master Landlord and Master Tenant as to any obligation which either may assert the other is obligated to perform or do, then the party against whom such obligation is asserted shall have the right and privilege to carry out and perform the obligation so asserted against it without being considered a volunteer or deemed to have admitted the correctness of the claim, and shall have the right to bring an appropriate action at law, equity or otherwise against the other for the recovery of any sums expended in the performance thereof and in any such action, the successful party shall be entitled to recover in addition to all other recoveries such reasonable attorneys' fees as may be awarded by the court.

Section XI.2 No Waiver.

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Master Lease shall be deemed a waiver of a breach of any other provision of this Master Lease or a Consent to any subsequent breach of the same or any other provision. If any action by either party shall require the Consent or approval of the other party, the other party's Consent to or approval of such action on any one occasion shall not be deemed a Consent to or approval of said action on any subsequent occasion or a Consent to or approval of any other action on any subsequent occasion. Except as expressly limited by the terms of this Master Lease, any and all rights and remedies which either party may have under this Master Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them whether exercised by said party or not, shall be deemed to be in exclusion of any other; and two or more or all of such rights and remedies may be exercised at the same time.

Section XI.3 Headings.

The headings used for the various articles and sections of this Master Lease are used only as a matter of convenience for reference, and are not to be construed as part of this Master Lease or to be used in determining the intent of the parties of this Master Lease.

Section XI.4 Partial Invalidity.

If any term, covenant, provision or condition of this Master Lease or the application thereof to any person or circumstance shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, provisions and conditions of this Master Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable, provision mutually agreeable to Master Landlord and Master Tenant which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

Section XI.5 Bind and Inure.

Unless the context requires otherwise, the words "Master Landlord" and "Master Tenant" shall be construed to mean the original parties, their respective permitted successors and assigns and those claiming through or under them respectively. The agreements and conditions in this Master Lease contained on the part of Master Tenant to be performed and observed shall be binding upon Master Tenant and its permitted successors and assigns and shall inure to the benefit of Master Landlord and its permitted successors and assigns, and the agreements and conditions in this Master Lease contained on the part of the Master Landlord to be performed and observed shall be binding upon Master Landlord and its permitted successors and assigns and shall inure to the benefit of Master Tenant and its successors and assigns. No holder of a Leasehold Mortgage shall be deemed to be the holder of said Leasehold Interest until such holder shall have acquired indefeasible title to said Leasehold Interest.

Section XI.6 Notices.

Notices will be in writing and will be either given by U.S. registered or certified mail, return receipt requested, with postage prepaid (except in the event of a postal disruption, by strike or otherwise, in the United States), or sent by facsimile, or sent by personal delivery by a nationally recognized courier service for next day delivery. Any such notice will be deemed given, served, and received on the earlier of (i) the date of receipt of such registered or certified mail (or confirmation of refusal thereof); (ii) three (3) Business Days after deposit of such notice in the U.S. Mail, postage prepaid; (iii) the date of actual receipt or refusal to accept delivery by commercial delivery service or hand delivery; and (iv) date of confirmation of delivery of a telecopy. The current addresses and telecopy numbers of the parties to which any notice provided for herein are set forth on the signature pages hereto.

Section XI.7 Entire Agreement.

This instrument contains all the agreements made between the parties hereto and may not be modified in any other manner than by an instrument in writing executed by the parties or their respective successors in interest.

Section XI.8 Governing Law.

This Master Lease, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have hereunto set their signatures to this Master Lease as of the date hereof.

MASTER TENANT:

**Rapid Reliable Testing NY, LLC ("DocGo"), a
subsidiary of DocGo Inc
a New York Corporation**

By: _____
Name:
Title: