

MEDICAL OFFICE LEASE

THIS MEDICAL OFFICE LEASE (“Lease”) is made to be effective as of the date of last execution hereof (“Effective Date”), between Saint Francis Medical Center d/b/a CHI Health St. Francis, a Nebraska nonprofit corporation (“Landlord”), and Grand Island Fire Department, a (“Tenant”).

RECITALS:

A. Subject to all the terms, provisions, and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, on an exclusive basis, certain premises containing approximately 21 Rentable Square Feet (defined below) (“Premises”), as depicted on the floor plan on **Exhibit A** attached to and incorporated into this Lease. The Premises are located in a located at Saint Francis Medical Center 2620 West Fiadley Grand Island, NE 68802 (“Building”), which Building is legally described on **Exhibit B** attached to and incorporated into this Lease. The Premises are leased to Tenant on an exclusive basis, together with the non-exclusive use of, and access to, all parking areas, rights-of-way, and easements located adjacent to or otherwise serving the Building and all common areas of the Building, including without limitation stairways, hallways, restrooms, lobbies, patios, exterior plazas, entrances, walkways, elevators, and corridors (collectively, “Common Areas”). “Rentable Square Feet” shall mean the actual rentable area of the Premises as computed in accordance with Office Buildings: Standard Methods of Measurement and Calculating Rental Area (as promulgated by the Building Owner’s and Manager’s Association International.

B. Tenant shall use the Premises for the purpose of storage and for no other purpose (“Permitted Use”).

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, Landlord does hereby demise, lease, and rent unto Tenant and Tenant does hereby rent and lease from Landlord on an exclusive basis the Premises, under and pursuant to the following terms and conditions:

ARTICLE I.

DEMISE, TERM AND TERMINATION

1.1 **Term.** Landlord leases to Tenant and Tenant leases from Landlord the Premises for an initial term (“Initial Term”) of twelve (12) months, commencing on March 1, 2015 (“Commencement Date”), and ending on February 29, 2016 (“Expiration Date”). The Initial Term, together with any exercised Renewal Terms(s), if applicable, is referred to herein as the “Term”. Notwithstanding the foregoing, in the event either party terminates this Lease prior to the first anniversary of the Commencement Date, then the parties shall not enter into another agreement for the same or substantially the same space and/or services on terms different from those specified herein for a period of twelve (12) months from the Commencement Date, unless to do so would not result in there being a non-expected financial relationship between a physician and Landlord for purposes of the Ethics in Patient Referrals Act of 1989, as amended, 42 U.S.C. § 1395nn (“Stark Law”), as determined by Landlord, in its sole discretion.

1.2 Renewal Term.

(a) Renewal Term. Provided Tenant has not defaulted under this Lease, Tenant shall have the right and option to renew this Lease for four (4) additional periods of one (1) years each ("Renewal Term"), next immediately following after the expiration of the Initial Term of this Lease (or the subsequent renewal period(s), as the case may be) by notifying Landlord in writing not less than one hundred eighty (180) days before the expiration of the immediately preceding Initial Term or subsequent Renewal Term of this Lease of Tenant's intention to exercise its option to renew, but Tenant shall have no option to extend this Lease beyond four (4) renewal periods of one (1) years each after the initial Term. In the event Tenant fails to provide a renewal notice within such one hundred eighty (180) day period, Tenant shall have waived its right to extend the Term of this Lease. In the event that Tenant so elects to extend this Lease, then, for such extended period of the Term ("Renewal Term"), all of the terms, covenants, and conditions of this Lease shall continue to be, and shall be, in full force and effect during such Renewal Term, except for the Rent which shall be adjusted in accordance with subsection (b) below. The Initial Term and each Renewal Term, as applicable, shall collectively be defined as the "Term," and, during any such Renewal Term, the date on which such Renewal Term expires shall be the Expiration Date (unless the following Renewal Term has been exercised by Tenant) for all purposes under this Lease.

(b) Renewal Term Rental Rate. Landlord and Tenant agree that as soon as possible after Tenant's notice to Landlord of its desire to extend the term of this Lease, as provided in subsection (a) above, Landlord shall set the Rent for the Renewal Term within the fair market value ("FMV") range for comparable leased space in the community in which the Premises are located. Landlord shall be responsible for the cost to obtain an appraisal or a broker opinion of value on the FMV of the Rent ("FMV Review"). The parties shall also verify that: (a) the Premises actually occupied are the same as the Premises described in this Lease; (b) the Tenant occupying the Premises is the same Tenant as that identified in this Lease; and (c) the use of the Premises is consistent with the Permitted Use described in this Lease. To the extent that the parties cannot agree to the FMV range of Rent for the Premises for the Renewal Term, (b) the Premises is more or less than the Premises described in this Lease, or (c) either the Tenant or the Permitted Use of the Premises is not consistent with the terms of the Lease, then the parties shall cooperate to modify the terms of this Lease accordingly to be within such parameters in writing prior to the expiration of the then current Term. If the parties cannot reach mutual agreement on such reformation and fail to enter into a written amendment to this Lease signed by both parties setting forth the amended terms prior to the then current Term of this Lease, then this Lease shall terminate as of the expiration of the then current Term without penalty to either party. In all events Tenant agree to keep the results of the appraisals or broker opinion of values confidential to third parties, except as Landlord may consent to otherwise.

1.3 Early Termination Option. Tenant shall have the option to terminate this Lease with a 30 day written notice to tenant.

**ARTICLE II.
FINANCIAL ARRANGEMENT**

2.1 Rental Rate.

(a) Rent. Tenant agrees to pay and Landlord agrees to accept a base rent (“Base Rent” or “Rent”) for the lease of the Premises in the following amounts for the following periods of time:

PERIOD	Rate Per RSF	Annual Base Rent	Monthly Base Rent
Year one	\$11.00	\$231.00	\$19.25
Year two	\$11.22	\$235.62	\$19.64
Year three	\$11.44	\$240.24	\$20.02

NOW EXISTS OR AS IT MAY BE HEREAFTER AMENDED OR SUCCEDED.

2.2 Rental Payments. The Rent shall be payable in advance without necessity of demand in equal monthly installments beginning on the Commencement Date, and thereafter on the first day of every calendar month throughout the Term. If either the Commencement Date or the Expiration Date is on a day other than the first or last day of the month, the monthly Rent for such first and/or last month of this Lease shall be prorated, based upon a thirty (30) day month. All Rent payments shall be made payable to Landlord at Landlord’s address for notices set forth in Section 10.7 of this Lease, or to such other place as Landlord may from time to time designate in writing to Tenant. In addition to all default remedies provided under this Lease and at Law or equity, Landlord shall be entitled to: (a) late charges of five percent (5%) of Base Rent shall be charged when payment is more than ten (10) days past due, payable without demand on the eleventh (11th) day after due date; and (b) the lesser of (i) the maximum bad check fee allowable by Law, or (ii) five percent (5%) of the amount of such check if Landlord presents Tenant’s check to any bank and Tenant has insufficient funds to pay for such check.

Interest. Rent and any other amounts due under this Lease, if not timely paid, shall accrue interest at the maximum rate allowable by Law (“Default Rate”), until paid in full.

**ARTICLE III.
LANDLORD OBLIGATIONS**

3.1 Services Furnished by Landlord. So long as Tenant is not in default under the terms of this Lease, Landlord shall furnish the following specifically described services (“CAM Services”) to Tenant for the Premises:

(a) Cleaning Services. Janitorial and cleaning services, in and about the Premises and Common Areas.

(b) Electricity. Electricity for lighting and ordinary business equipment and appliances used in the Premises. Landlord reserves the right to install separate meters for

any utility service provided to the Premises, which separate meters shall be installed at Tenant's sole cost and expense.

(c) Heating and Air Conditioning. Air conditioning and heat which, in Landlord's best judgment, is necessary to provide comfortable temperature and humidity conditions usual and customary for this type of building. Whenever Tenant uses machines or equipment which generate heat that substantially affect the temperature and humidity otherwise maintained in the Premises unless supplementary equipment is installed, the expense of the supplementary equipment, and the operation and maintenance thereof, shall be paid by Tenant to Landlord promptly upon billing by Landlord. that is standard for the building and location

(d) Water. Hot and cold water in reasonable quantities for normal drinking, lavatory, and toilet purposes, drawn through fixtures installed by Landlord. Tenant shall pay Landlord at local utility rates for any water furnished by Landlord for other purposes. Landlord reserves the right to install separate meters for any utility service provided to the Premises, which separate meters shall be installed at Tenant's sole cost and expense.

(e) Elevator Service. Elevator service at all times for the use of all tenants and occupants of the Building, and the employees and invitees of all tenants and occupants.

(f) Trash and Hazardous Waste Disposal. Landlord will provide garbage disposal for ordinary commercial waste. Hazardous materials and infectious waste shall be disposed of as provided in Section 5.2.

Landlord shall not be obligated to furnish any services other than those stated above in Subsection 3.1(a) – (f) (the "CAM Services") and the maintenance requirements in Section 5.1. If Landlord elects to furnish services requested by Tenant in addition to those stated above (including services at times other than those stated above), Tenant shall pay Landlord for such services at Landlord's then prevailing charges for such services. If Tenant shall fail to make any such payment, Landlord may, without notice to Tenant and in addition to all other remedies available to Landlord, discontinue any additional services. The discontinuance of any service, regardless of the cause, shall not result in any liability of Landlord to Tenant or be considered as an eviction or a disturbance of Tenant's use of the Premises. Notwithstanding anything contained in this **Article III** or elsewhere in this Lease, Landlord shall not be responsible for furnishing any services except to the extent that Landlord deems reasonably necessary. If Tenant consumes any utilities beyond that which, in Landlord's discretion, is standard for similar clinical or office Premises, Landlord may require Tenant to cease such usage or to install, at Tenant's sole cost and expense, a separate meter or sub-meter for such utility services.

3.2 Landlord's Non-Liability For Service. Landlord shall not be liable to Tenant in any manner whatsoever, and there will not be any abatement of Rent for failure to furnish or for any delay or interruption in furnishing any CAM Services or any other service identified in this Lease. Tenant hereby releases all claims against Landlord for damages for interruption or stoppage of any of the CAM Services or any other services identified in this Lease.

**ARTICLE IV.
TENANT OBLIGATIONS**

4.1 Use of Premises.

(a) Permitted Use of the Premises. Tenant covenants and agrees, so long as this Lease remains in force, to use and occupy the Premises continuously and not abandon the same and to restrict the activities conducted on the Premises to the Permitted Use, subject to the restrictions on use of the Premises set forth herein. In the event Tenant desires to use the Premises for any other purposes than the Permitted Use, Tenant shall first obtain the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant agrees to operate its business on the Premises during the entire Term of this Lease and to conduct its business in a reputable manner and not to leave the Premises or any part thereof vacant.

(b) Compliance with Laws. Tenant warrants that any use of the Premises, whether by Tenant directly or by an approved sublessee, shall fully comply with all applicable federal, state, and local statutes, laws, rules, ordinances, building codes and regulations (collectively, "Laws") now in effect or hereafter enacted or passed during the term of this Lease, and that it shall be deemed a material default of this Lease by Tenant if it shall fail to observe this requirement. If such a breach is not cured in accordance with this Lease, Landlord may terminate this Lease without penalty and without limiting any other rights and remedies set forth in this Lease. Specifically, but not by way of limitation, Tenant warrants that any use of the Premises shall comply with all applicable statutes, laws, rules, regulations, and accreditation standards and requirements of: Medicare or Medicaid or other federal or state health programs, The Joint Commission, the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated hereunder ("HIPAA"), the National Committee for Quality Assurance, and updates to incorporate any changes to such statutes, Laws, rules, regulations, standards, and requirements. Tenant shall protect, defend, indemnify, and hold Landlord harmless from and against any and all claims, losses, damages (consequential, as well as direct), liabilities, expenses, and judgment, (including without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom or in connection therewith, punitive damages, and consultants', attorneys', and experts' fees) (collectively, "Claims"), arising from a breach of this subsection, the obligation of which shall expressly survive the termination or expiration of this Lease.

(c) Tenant shall not do or permit to be done any act or thing in the Premises that disturbs the quiet enjoyment of any other occupant of the Building.

(d) Tenant shall not do or permit anything to be done in or about the Premises which will in any way increase the rate of insurance on the Building or its contents. In the event that there shall be an increase in the rate of insurance on either the Building or its contents by reason of any act or omission by Tenant, Tenant shall pay the amount of increase in insurance premiums caused thereby and said amount of increased insurance shall be deemed additional rent hereunder.

(e) **Prohibited Uses.** Neither the Premises nor any part thereof shall be used in any manner which violates the Directives (as hereinafter defined) or for the following services without the express prior written approval of Landlord, which approval, except as expressly provided in this subsection (e) below, shall be at the sole discretion of Landlord and may be withheld for any reason, reasonable or unreasonable, or for no reason at all: (i) ambulatory surgery; (ii) physical therapy; (iii) reference diagnostic imaging such as computer assisted tomography scans and magnetic resonance image; (iv) cardiac catheterization; (v) laboratory services, unless Landlord acknowledges in writing that laboratory services are not available on a commercially reasonable basis at the Hospital; and (vi) any other service which duplicates on a commercial basis a service that Landlord is offering at the Hospital at the time such duplicate service is proposed to be offered by Tenant; provided, however, that Landlord will not unreasonably withhold approval under this subsection (b) with respect to the performance of such services as they relate to Tenant's own patients or patients of Tenant's physician employees where Tenant or Tenant's physician employees are the treating professionals and such services are typical for the community standard practice in their specialty in a physician office setting, so long as such services are not provided in combination with physicians in other practice groups or as a "reference" service for physicians in other practice groups, and such services may be only incidental to Tenant's use of the Premises.

4.2 Use of Building Name. Tenant shall not, except to designate Tenant's business address (and then only in a conventional manner and without emphasis or display), use the name of the Building, the Hospital or that of Landlord, or any simulation or abbreviation thereof, as its name or as part of its name without Landlord's prior written consent.

4.3 Signs. Tenant shall be entitled to have its name displayed on all building standard signage, including suite entry door signage and building directory signage, which shall be provided upon the Commencement Date, at Landlord's cost. Any changes to such signage thereafter shall be subject to Landlord's written consent and approval as hereinafter provided and shall be provided at Tenant's sole cost and expense. Tenant shall not paint, display, inscribe, maintain, erect, or affix any sign, picture, advertisement, notice, lettering, or direction on any part of the inside or outside of the Building without the prior written consent of Landlord. Tenant shall cause all such signage to be in compliance with applicable Laws. Landlord reserves the right to require Tenant to remove any such sign, whether or not previously consented to by Landlord, which, in the sole judgment of Landlord, may be objectionable. In the event Tenant does not promptly effect such removal upon notice from Landlord, Landlord shall have the right to remove same at Tenant's expense, and Tenant shall promptly reimburse Landlord for the cost of removal.

ARTICLE V. CONDITION OF PREMISES, MAINTENANCE, AND CASUALTY

5.1 Maintenance.

(a) **Tenant's Obligation.** Tenant shall preserve in good working order (subject to ordinary wear and tear and damage by fire or other casualty) and maintain and perform all nonstructural repairs and routine maintenance to the Premises to keep the Premises in

a reasonably safe and serviceable condition, except for those items that are stated to be Landlord's obligations, and to otherwise not do anything in the Premises in violation of all applicable Laws. Landlord may make any such repairs or perform any such maintenance that Tenant fails to perform hereunder, in which case, Tenant shall reimburse Landlord for all costs and expenses incurred in connection with such repairs and maintenance. In the event Tenant fails to comply with the requirements of this provision, such failure shall be deemed a default under the terms of this Lease. In such event, Landlord may exercise all of its rights and remedies set forth in this Lease or Landlord may elect to cure such default at Tenant's sole cost and expense. In the event Landlord elects to cure such default, Tenant shall reimburse Landlord for its actual costs incurred within ten (10) days following written notice thereof plus a service charge of ten percent (10%) based on the actual costs incurred. Tenant further acknowledges that Landlord will be under no obligation, and will not be liable for any failure, to make any repairs until and unless Tenant notifies Landlord in writing they are necessary, in which event Landlord will have a reasonable time after notice to make such repairs.

(b) Landlord's Obligation. Upon delivery of the Premises and throughout the Term, Landlord shall maintain the "base-building" equipment and structural portions of the Premises in compliance with applicable state statutes and regulations governing similar facilities, including, any applicable federal or state requirements. Tenant agrees to promptly notify Landlord or its representative of any accidents or defects in the Building of which Tenant becomes aware, including defects in pipes, electrical wiring and HVAC equipment. In addition, Tenant shall provide Landlord with prompt notification of any matter or condition which may cause injury or damage to the Building or any person or property therein and of which Tenant has actual knowledge.

5.2 Disposal of Hazardous Materials or Infectious Waste. It shall be Tenant's responsibility to dispose of any hazardous material and infectious waste (as such terms are defined by applicable federal, state, and local environmental laws and shall specifically include, without limitation, all radioactive materials, bulk blood, and blood products; cultures or specimens from medical, pathological, pharmaceutical, research, commercial, and industrial laboratories; human tissues, organs, body parts, secretions, blood, and body fluids removed during surgery and autopsies; the carcasses and body parts of all animals exposed to pathogens in research, used in the vivo testing of pharmaceuticals or that died of known or suspected infectious diseases; needles, syringes, and scalpel blades) from the Premises. To this end, Tenant shall see to it that all such hazardous material and infectious waste are temporarily stored on the Premises in a manner consistent with applicable Laws and approved by Landlord. Landlord's approval of the firm or individual Tenant selects to remove such hazardous material or infectious waste shall not be deemed to constitute acceptance by Landlord of the adequacy of the services of such individual or firm nor shall Landlord be responsible for such individual's or firm's performance of such service. Tenant shall be responsible for paying all costs and expenses associated with such removal. Tenant shall not cause or permit any hazardous materials or infectious waste to be disposed on, under, or about the Building or Landlord's surrounding property without the express prior written consent of Landlord, which consent may be withheld for any reason and may be revoked at any time. Tenant shall not place or permit to be placed any hazardous materials or infectious waste in any trash dumpster or other garbage collection bin provided by Landlord for the disposal of non-infectious waste or garbage. Upon prior notice to

Tenant, Landlord may modify at any time during the term the procedures and responsibilities for use and disposal of hazardous materials and infectious waste established herein. Tenant shall protect, defend, indemnify, and hold Landlord harmless from and against any and all Claims arising in connection with the breach of this Section 5.2, which obligation shall expressly survive the termination or expiration of this Lease.

5.3 Relocation of Premises. Landlord shall have the right at any time after sixty (60) days advance notice to Tenant to relocate the Premises to other comparable space in the Building and to move Tenant to such related space. Landlord shall pay all reasonable costs and expenses of such relocation. If Landlord transfers Tenant to any such new space, this Lease shall remain in full force and effect and be deemed applicable to such new space as though Landlord and Tenant had entered into an express written agreement of this Lease with respect thereto and Base Rent shall be adjusted, on a per square foot basis, to reflect any increase or decrease in the size of the new Premises. Prior to the relocation, Landlord and Tenant shall enter into an amendment of this Lease identifying the relocated Premises.

5.4 Rules and Regulations. Tenant and Tenant's agents, employees, invitees, and visitors shall comply fully with the rules and regulations ("**Rules and Regulations**") promulgated by Landlord from time to time concerning the Building. A copy of the rules and regulations is attached as Exhibit D. The Rules and Regulations may be changed or amended by Landlord at any time and from time to time.

5.5 Landlord's Non-Liability. Landlord shall incur no liability, and Tenant shall not be relieved of any obligation under this Lease, because of any interference or disturbance of Tenant's use and occupancy of the Premises, or breach of or non-compliance with any rule or regulation, or amendment or addition thereto, by third persons, including other tenants. Landlord, however, will make reasonable efforts to protect Tenant from such interference, disturbance, breach, or non-compliance.

5.6 Right of Landlord to Inspect and Repair. Landlord and its agents, employees, and independent contractors shall have the right to enter the Premises at such times as Landlord deems necessary and to inspect and examine same, to make such repairs, additions, alterations, and improvements as Landlord desires to make to the Building, to exhibit the Premises to prospective purchasers or tenants, and for the purpose of removing anything from the Premises which does not conform to this Lease or to the Rules and Regulations. Landlord shall also be allowed to take any and all needed materials into and through the Premises that may be required to make such repairs, additions, alterations and improvements, all without being liable to Tenant in any manner whatsoever. Landlord agrees to perform such work in a manner designed to minimize interference with Tenant's business activities. During such time as such work is being carried on in or about the Premises the Rent provided herein shall in no way abate, and Tenant waives any claim and cause of action against Landlord for damages by reason of loss or interruption to Tenant's business and profits therefrom because of the prosecution of any such work or any part thereof.

5.7 Nuisance. Tenant shall not commit any waste, or create, maintain, or suffer, or permit to be created or maintained, any nuisances in or about the Premises, including, but not limited to, loud noises, sound effects, offensive odors or chemicals, smoke, and dust.

5.8 Parking. During the Term, Tenant and its invitees shall have access to the parking lots on a first come, first serve basis. Landlord makes no representation as to the number of parking spaces available for use by Tenant or its invitees. Non-medical personnel employed by Tenant shall not park in the patients' lot or in the physicians' lot, but shall park in such other space as may be designated from time to time by Landlord.

5.9 Certain Rights Reserved To Landlord. Landlord reserves the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set off or abatement of Rent, or any other amounts due under this Lease or claims: (a) to change the name or street address of the Building or the suite number of the Premises; (b) to install, affix, and maintain any and all signs on the exterior or interior of the Building; (c) to make repairs, decorations, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, and for such purposes, on reasonable advance notice (except in an emergency), to enter upon the Premises, temporarily close doors, corridors, and other areas in the Building and interrupt or temporarily suspend services or use of Common Areas, provided that Landlord shall use reasonable efforts to schedule such work so as to minimize interference with Tenant's business and provided further that Tenant agrees to pay Landlord for its actual additional out-of-pocket expenses if, notwithstanding such efforts by Landlord, such work is done other than during ordinary business hours at Tenant's request; (d) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; provided that, except in the event of an emergency threatening injury to persons or damage to property, Landlord agrees to give Tenant reasonable prior notice of any entry into the Premises; (e) to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building; (f) to show or inspect the Premises at reasonable times and, if vacated or abandoned, to prepare the Premises for re-occupancy; (g) to install, use, and maintain in and through the Premises, pipes, conduits, wires, and ducts serving the Building, provided that such installation, use, and maintenance does not materially interfere with Tenant's use of the Premises; (h) to take any other action which Landlord deems reasonable in connection with the operation, maintenance, or preservation of the Building; and (i) to lease or license space in the Building to any other tenant, in Landlord's sole discretion.

ARTICLE VI. IMPROVEMENTS & FIXTURES

6.1 Landlord Improvement/Alterations.

(a) Except as expressly set forth in this Lease, the Premises are accepted by Tenant in its "as-is, where-is" condition, with any and all faults, and Tenant acknowledges that it is relying upon no representations from Landlord or its agents about the condition of the Premises. **LANDLORD EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE HABITABILITY OF THE PREMISES; THE SUITABILITY OF THE PREMISES FOR TENANT'S PARTICULAR PURPOSE AND USE** Landlord shall have no

obligation to make any improvements to or perform any work in the Premises except as set forth in this Lease. no agreement of Landlord to alter, remodel, decorate, clean, or improve the Premises or the Building or to provide Tenant with any credit or allowance for the same, and no representation regarding the condition of the Premises or the Building, has been made by or on behalf of Landlord or relied upon by Tenant.

6.2 Alterations or Improvements. Tenant is prohibited from making any alterations or improvements to the Premises without Landlord's prior written consent, which Landlord may withhold for any reason in its sole discretion.

6.3 Improvements to Landlord's Property. All materials furnished, equipment installed, or improvements made or placed in or upon the Premises either by Tenant or Landlord shall become Landlord's property throughout the Term and shall remain in and upon the Premises at the termination or expiration of this Lease, all without payment to Tenant.

6.4 Removal of Trade Fixtures. Tenant shall have the right on or before the expiration of this Lease to remove any equipment and trade fixtures that were purchased by Tenant and are susceptible of being removed, provided (a) Tenant is not in default under any provision of this Lease, and (b) Tenant satisfies Landlord in advance that the Building and Premises will be restored at Tenant's expense immediately after such removal to the condition in which they were delivered to Tenant. Any items remaining in the Premises after termination or expiration of this Lease shall be the property of Landlord. This right of removal shall not include the right to remove any plumbing, wiring, linoleum, or carpeting glued to the floor, and shall not include any furnishing or fixtures that were supplied or paid for by Landlord.

6.5 Liens. Upon completion of any alteration, Tenant shall promptly furnish Landlord with sworn owner's and contractors' statements and full and final waivers of lien covering all labor and materials included in such alteration. Tenant shall not permit any mechanic's lien to be filed against the Premises or the Building, or any part thereof, arising out of any alteration performed, or alleged to have been performed, by or on behalf of Tenant. If any such lien is filed, Tenant shall within ten (10) days thereafter have such lien released of record or deliver to Landlord a bond or title insurance in form, amount, and issued by a surety or title insurance company reasonably satisfactory to Landlord, indemnifying Landlord against all Claims resulting from such lien and the foreclosure or attempted foreclosure thereof, which obligation shall expressly survive the termination or expiration of this Lease. If Tenant fails to have the lien released or to deliver such bond or title insurance to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same and Tenant shall reimburse Landlord upon demand for the amount paid by Landlord for the release, including Landlord's reasonable expenses and attorneys' fees.

ARTICLE VII. INSURANCE, INDEMNITY, CASUALTY, AND CONDEMNATION

7.1 Tenant's Insurance. Tenant, at Tenant's expense, shall procure and maintain, during the Term of this Lease, comprehensive general liability insurance with limits of not less than \$1,000,000 for personal injury (including death) and \$500,000 for property damage, and professional liability insurance covering the risk of personal injury or death with limits of not

less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The policy or policies shall be issued by a company or companies licensed to do business in the state in which the Premises is located, shall be in a form acceptable to Landlord, shall name Landlord as an additional insured, and any other parties that Landlord may require to be named, and shall contain a provision that the coverage may not be canceled without first giving Landlord not less than thirty (30) days prior written notice. In addition, such policies (i) shall name Landlord as a loss payee for any insurance covering damage to the Premises or Building; (ii) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; and (iii) have commercially reasonable deductible amounts. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than five (5) days prior to the effective day of each, and the first such policy or certificate shall be delivered to Landlord not less than ten (10) days after the commencement of the Term. Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article VII, and such other reasonable types of insurance coverage and in such reasonable amounts covering the Leased Premises and Tenant's operations therein, as may be reasonably requested by Landlord or as are otherwise required to be carried by applicable Laws.

7.2 Responsibility for Own Acts. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such party, and its employees, agents, contractors, or subcontractors in the performance or omission of any act or responsibility of such party under this Lease. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of the claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests. The provisions of this Section 7.2 shall survive the termination or expiration of this Lease.

7.3 Mutual Waiver of Subrogation. Landlord and Tenant shall each require that fire and extended coverage insurance and/or casualty insurance policies contain a waiver of subrogation rights by the insurer against the other party for loss, damage or injury to insured's property caused or contributed to by act or omission of the other party, its agents, employees, or invitees. Each party hereby releases the other party from and against any claim for such loss, damage or injury and agrees to indemnify and hold the other party harmless from all loss, damage and expense, including court costs and experts', consultants', and attorneys' fees, resulting directly or indirectly from assertion of subrogation rights by insured party's insurer or insurers against the other party, which obligation shall expressly survive the termination or expiration of this Lease.

7.4 Landlord Not Liable. Tenant agrees that Landlord shall not be liable to Tenant for any loss, damage or injury to person or property occurring in or about the Premises or Building regardless of cause, unless said loss, damage, or injury shall result solely from Landlord's gross negligence or willful misconduct. Notwithstanding anything to the contrary contained in this Lease or at Law or equity, Tenant expressly acknowledges and agrees that Landlord's liability in connection with this Lease (including without limitation, any actual or

alleged liability for the negligence and/or willful misconduct of Landlord, its officers, directors, agents, employees, invitees, successor, and/or assigns) shall be limited to the interest of Landlord in the Building. Tenant shall look solely to Landlord's interest in the Building for the recovery of any judgment or award against Landlord. Before filing suit for an alleged default by Landlord, Tenant shall give Landlord notice and reasonable time to cure the alleged default. Tenant hereby waives all claims against Landlord for consequential, special, or punitive damages allegedly suffered by Tenant and its employees, agents, and invitees, including lost profits and business interruption. The exculpation of liability contained in this Section 7.4 shall be absolute and without any exception whatsoever.

7.5 Tenant's General Indemnity of Landlord. Tenant agrees to protect, defend, indemnify, and hold harmless Landlord with counsel reasonably acceptable to Landlord from and against any and all Claims for personal injury, including, but not limited to, death, and property damage, and all costs and expenses associated therewith (including but not limited to consultants', experts', and attorneys' fees) arising, directly or indirectly, by reason of (a) any condition of the Premises or the Building (including without limitation, any Hazardous Materials and Infectious Waste) created or allowed to exist by Tenant, its employees, invitees, vendors, contractors and agents (collectively "Tenant Parties"), (b) any breach, violation, or non-performance of any obligation of Tenant hereunder, and (c) any act or omission of Tenant and/or Tenant's Parties. These obligations of Tenant pursuant to this Section 7.5 shall expressly survive the termination or expiration of this Lease.

7.6 Casualty Event. If all or any substantial part of the Premises, or so much of the Building as to make its operation undesirable in Landlord's sole opinion, are made untenantable by fire or other casualty, Landlord may elect: (a) to terminate this Lease as of the date of such fire or other casualty by notice to Tenant within 120 days of such date, or (b) to proceed with all diligence to substantially restore the Building or the Premises, except for property and improvements of Tenant, in which latter event this Lease shall not terminate. In the event this Lease is not terminated pursuant to this paragraph, Rent shall abate on a per diem basis during the period of untenability of the Premises. In the event of the termination of the Lease pursuant to this paragraph, Rent shall be apportioned on a per diem basis and paid to the date of the fire or other casualty. If the Premises are damaged by fire or other casualty but all or a substantial part of the Premises are not made untenantable, then Landlord shall, except during the last year of the Term, proceed to repair and restore the Premises and the Rent shall abate in proportion to the non-usability of the Premises during the period of such partial untenability. If the Premises are partially damaged as aforesaid during the last year of the Term, Landlord shall have the right to terminate this Lease as of the date of the fire or other casualty by giving written notice thereof to Tenant within 30 days after the date of fire or other casualty, in which event the Rent shall be apportioned on a per diem basis and paid to the date of such fire or other casualty.

7.7 Condemnation. In the event the whole or a portion of the Premises or Building is taken as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use or sale, then Landlord shall be entitled to receive and retain the amount awarded for such taking of the Premises and for Landlord's business loss. Tenant shall be entitled to receive and retain only such amounts as may be specifically awarded to it for the taking of its trade fixtures and furniture and its leasehold improvements which are not Landlord's property

and for moving damages, but only to the extent such amounts are awarded in a separate proceeding and only to the extent Landlord's award is not thereby reduced. Upon receipt of a notice of the eminent domain proceedings or condemnation, the party receiving such notice shall within thirty (30) days of receipt deliver a copy of such notice to the other party. In the event the whole or a portion of the Premises or Building is taken as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use or sale, then either Tenant and Landlord, at either party's option, upon receipt of such notice, shall have the right to terminate this Lease effective as of the date of the taking of the Premises and/or Building by giving prior written notice to the other party.

7.8 Abatement of Rental. In event of a Casualty (other than a Casualty caused by Tenant or Tenant's agents, employees, and/or invitees), a just and proportionate part of the Rent shall abate from the date of such Casualty until the Premises have been repaired and restored.

ARTICLE VIII. COMPLIANCE REQUIREMENTS

8.1 Compliance Requirements. Landlord and Tenant acknowledge and agree to comply with the Compliance Requirements set forth below.

(a) **Compliance with CHI Standards of Conduct and Ethical and Religious Directives.** Tenant acknowledges that Catholic Health Initiatives ("CHI") is an owner of Landlord, and Landlord is subject to the "Ethical and Religious Directives for Catholic Health Care Services" ("Directives") as promulgated by the United States Conference of Catholic Bishops, and as may be revised from time to time. As of the date of the Agreement, the Directives are available at the following website: <http://www.usccb.org>. In addition, Landlord is obligated to follow the CHI Standards of Conduct and Ethics at Work publication ("CHI Standards"), a copy of which can be found on-line at: <http://www.catholichealthinitiatives.org/corporate-responsibility>. Tenant will do nothing under the terms of this Lease to cause Landlord or CHI to violate the Directives or the CHI Standards. In the event that Landlord or CHI determines in good faith that that Tenant has caused CHI to be non-compliant with its obligations pursuant to this Section, CHI may cause Landlord to terminate this Lease upon written notice to Tenant.

(b) **Excluded Provider.** Tenant hereby represents and warrants that neither Tenant, nor any owner or employee of Tenant, is or at any time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Tenant hereby agrees to notify Landlord immediately of any threatened, proposed or actual exclusion of Tenant or any owner or employee of Tenant from any federally funded health care program, including Medicare and Medicaid. In the event that Tenant or any owner or employee of Tenant is excluded from participation in any federally funded health care program during the term of this Lease, or if at any time after the effective date of this Lease it is determined that Tenant or any owner or employee of Tenant is in breach of this Paragraph, Landlord shall, as of the effective date of such exclusion or breach, automatically terminate; provided, however, that if Tenant is a corporation, company or other entity and immediately removes any owner or employee

of Tenant who is so excluded (or has otherwise breached the provisions of this Paragraph) from ownership of Tenant, then this Lease shall not be subject to immediate termination by Landlord. Tenant shall protect, indemnify, defend, and hold harmless Landlord against all Claims due to the exclusion of Tenant or any owner or employee of Tenant from a federally funded health care program, including Medicare or Medicaid, which obligation shall expressly survive the termination or expiration of this Lease.

(c) **Recordkeeping.** If, and to the extent that, 42 USC § 1395x(v)(1)(I) is applicable, until the expiration of four (4) years after the termination or expiration of this Lease, Tenant shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Lease and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Tenant under this Lease. Tenant further agrees that in the event Tenant enters into a sublease with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such sublease shall contain a provision requiring the related organization to make available, until the expiration of four (4) years after the expiration of such sublease, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such sublease and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

(d) **Confidentiality.** Tenant covenants and agrees that during the period of time equal to the Term of this Lease (including any renewal terms provided for in this Lease) and for a period of two (2) years thereafter, Tenant shall keep strictly confidential, and shall not publish or otherwise disclose to any person or entity (except as herein below expressly provided) in any manner or by any medium whatsoever, without Landlord's prior written consent (which consent may be granted, withheld, delayed or conditioned in Landlord's sole and absolute discretion), any information regarding the leasing transaction set forth in or evidenced by this Lease (collectively, the "Confidential Information"). By way of clarification, the parties acknowledge and agree that Tenant's confidentiality obligations described herein shall remain in full force and effect for the duration of the original Term of this Lease including any renewal terms provided for in this Lease (regardless of whether this Lease expires or is otherwise terminated prior to the end of such period) and for a period of two (2) years thereafter. Tenant may disclose Confidential Information or its officers, directors, shareholders, partners, members, executive employees, consultants, attorneys, accountants, real estate brokers and lenders (collectively, "Tenant's Advisors") on a need-to-know basis, but prior to each such disclosure Tenant shall notify those Tenant's Advisors who will receive any of the Confidential Information in writing of the confidentiality requirements of this Section, and Tenant shall be responsible for any publishing or disclosure of such Confidential Information by any of Tenant's Advisors to third parties in breach of the provisions of this Section. Tenant acknowledges and agrees that Landlord will be materially damaged by any unauthorized publication or disclosure of the Confidential Information by Tenant or Tenant's Advisors. Tenant agrees that injunctive relief may be sought to prevent or

restrain any breach of the terms of this Section (without limiting any other rights or remedies of Landlord), and agrees that it shall not be necessary for Landlord to prove irreparable harm or the lack of an adequate remedy at law in order to obtain and be entitled to such injunctive relief. The provisions of this Section also shall survive the expiration or termination of this Lease with respect to any breach of the provisions hereof occurring during the Term or the additional two (2) year period set forth above.

(e) **Jeopardy**. Notwithstanding anything to the contrary herein contained, in the event the performance by either party hereto of any term, covenant, condition or provision of this Lease jeopardizes the licensure of Landlord, its participation in or the payment or reimbursement from, Medicare, Medicaid program, Blue Cross or other reimbursement or payment programs, or its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of Landlord, any of its property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing Landlord or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, Landlord may at its option (a) terminate this Lease immediately; or (b) initiate negotiations to resolve the matter through amendments to this Lease and if the parties are unable to resolve the matter within thirty (30) days thereafter, Landlord may, at its option, terminate this Lease immediately.

(f) **Health Care Regulatory Requirements**. To the extent the following is applicable, and to the extent Tenant or any owners of Tenant is a physician, the parties hereto acknowledge and agree that (a) the Premises leased hereunder do not exceed that which are reasonable and necessary for Tenant's legitimate business purpose and are used exclusively by Tenant during the term of this Lease; (b) the rental charges over the term of this Lease are set in advance, are consistent with fair market value, and are not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties; and (c) this arrangement would be commercially reasonable even if no referrals were made between the parties. Nothing in this Lease, whether written or oral, nor any consideration in connection herewith requires the referral of any patient. This Lease is not intended to influence the judgment of Tenant in choosing the medical facility appropriate for the proper treatment of patients. Tenant shall not receive any compensation or remuneration in exchange for referrals. The parties hereto support a patient's right to select the medical facility of his or her choice. The parties specifically do not intend to violate the federal (or any state's versions of the) Stark Law and Anti-Kickback Statute and intend to meet the requirements of the Lease Exception set forth at 42 CFR 411.357(a), and to the extent possible, of the Lease Safe Harbor set forth at 42 CFR 1001.952(b).

(g) **Compliance with Environmental Laws**. Tenant shall cause the Premises to comply with applicable environmental laws. Tenant shall at its own cost and expense be responsible for obtaining and maintaining all environmental licenses and permits necessary in connection with its use of the Premises. In addition, Tenant shall furnish Landlord with a copy of any and all citations, orders, reports, subpoenas, or requests

regarding the Premises from any federal, state, or local governmental authority and a copy of any and all information, documents, or reports submitted to any federal, state, or local governmental authority by or on behalf of Tenant regarding the Premises. All notices and reports shall be furnished to Landlord as soon as practical, and in no event later than five (5) days after Tenant's receipt of such notice or the occurrence of the event which triggers the reporting obligation. Nothing in this Lease shall lessen any duty imposed on Tenant by Law, regulations, rules, or ordinances.

(h) **Equal Employment Opportunity.** By acceptance of this Lease, Tenant represents and warrants that unless exempted under the terms of these applicable laws, it will comply with the foregoing, the provisions of Executive Order 11246, as amended, and 41 C.F.R. § 60-1.4(a); the Rehabilitation Act of 1973, as amended, and 41 C.F.R. § 60-741.5(a); the Vietnam Era Veterans' Readjustment Assistance Act, as amended; and 29 C.F.R. § 60-250.5(a); and Executive Order 13496 and 29 C.F.R. Part 471, Appendix A to Subpart A.

(i) **Compliance with All Laws.** Each party warrants that any use of the Premises and any services to be provided hereunder, whether by either party directly or by an approved subtenant, shall fully comply with all applicable federal, state, and local statutes, laws, rules, and regulations now in effect or hereafter enacted or passed during the Term, and that it shall be deemed a material default of this Lease if either party shall fail to observe this requirement. If such a breach is not cured in accordance with this Lease, the other party may terminate this Lease without penalty and without limiting any other rights and remedies set forth in this Lease. Specifically, but not by way of limitation, each party warrants that any use of the Premises and any service to be provided hereunder shall comply with all applicable statutes, laws, rules, regulations, and accreditation standards and requirements of Medicare or Medicaid or other federal or state health programs, The Joint Commission, as applicable, the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated thereunder ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2010, 42 U.S.C. §§ 17921 and 17931 et. seq. ("HITECH ACT"), the National Committee for Quality Assurance, as applicable, and updates to incorporate any changes to such statutes, laws, rules, regulations, standards, and requirements.

(j) **Prohibition on Child Labor and Human Trafficking.** Each Party warrants and represents that it shall comply with all federal and state labor and employment laws, and executive orders as applicable and specifically those regarding child labor, procuring commercial sex, using forced labor and human trafficking. This includes but is not limited to the Trafficking Protection Act of 2000, Executive Order - Strengthening Protections Against Trafficking in Persons in Federal Contracts, Federal Acquisition Regulations (FAR), the provisions of the International Labor Organization's ("ILO") Minimum Age Convention (No. 138), 1973, and any other laws or regulations that prohibit any form of human trafficking, commercial sex, forced labor, child labor or other exploitation of children in the manufacturing, delivery or provision of products/devices, items or services and as each may be amended from time to time. In addition, in connection with any International Organization for Standardization ("ISO") certification, the Parties represent and warrant that as applicable each complies with the

Social Accountability Guidelines pursuant to which a Party disqualifies any site that uses unacceptable manufacturing practices, such as child labor, forced labor or unsafe or unsanitary working conditions or trafficking of persons as defined by the Trafficking Protocol (United Nations General Assembly, Protocol to Prevent Suppress and Punish Trafficking in Persons, Especially Women and Children, Supplementing the United Nations Convention Against Transnational Organized Crime, 15 November 2000, available at <http://www.unhcr.org/refworld/docid/4720706c0.html>). Tenant acknowledges CHI's efforts on human trafficking found at <http://www.catholichealthinit.org/human-trafficking-how-you-can-help> and represents and warrants to CHI that it undertakes periodic inspections of any Subcontractor and manufacturer involved in the provision of its products/devices, items or services hereunder to ensure compliance with the foregoing. Tenant agrees upon request to provide CHI with evidence and/or recordkeeping of its compliance with this provision.

ARTICLE IX. DEFAULT, TERMINATION AND SURRENDER

9.1 Default and Termination.

(a) Termination upon Default by Tenant; Landlord Reentry. Tenant shall be in default of Tenant's obligations under this Lease, and Landlord shall have the right, at Landlord's option, to terminate this Lease, or retake possession without terminating this Lease, in the event that any of the following occur:

- (i) Tenant fails to pay Rent when due;
- (ii) Tenant fails in the performance of any covenant, agreement, obligation or condition in this Lease and such failure continues without cure for fifteen (15) days after written notice by Landlord to Tenant setting forth the nature of default, or if the nature of the default is such that it cannot reasonably be cured within fifteen (15) days, then Tenant shall have 30 additional days to cure the default to completion;
- (iii) Tenant files bankruptcy, has an involuntary bankruptcy proceeding initiated against it (and same are not dismissed within sixty (60) days), makes an assignment for the benefit of creditors, or otherwise seeks protection under state or federal debtor relief laws;
- (iv) Tenant abandons the Premises for fifteen (15) days; or
- (v) Any other default as provided for in this Lease;
- (vi) Tenant defaults three times or more during the Term, regardless of whether such defaults were timely cured or remedied.

Upon any such termination, Tenant shall quit and surrender the Premises to Landlord, but no such termination and/or reentry shall relieve Tenant from the obligation to make the rental payments required by this Lease at the time and in the manner provided herein, or

from any other obligation hereunder or arising by operation of Law. The obligation of Tenant to make the payments of Rent required by this Lease shall specifically survive the termination or expiration of this Lease. Whether or not Landlord elects to terminate this Lease, Landlord may thereafter reenter the Premises and remove all persons and property therefrom by any suitable action or proceedings at Law or in equity or by force or otherwise without being liable for prosecution or in damages therefor and repossess and enjoy the Premises together with all additions, alterations, and improvements. If Landlord terminates this Lease due to a default by Tenant, Landlord may recover from Tenant and Tenant shall pay to Landlord, on demand, an accelerated lump sum amount equal to the amount by which Landlord's estimate of the aggregate amount of Rent owing from the date of such termination through the end of the Term plus Landlord's estimate of the aggregate expenses of reletting the Premises plus any lease inducements such as, but not limited to, free rent or relocation expenses, **[and the unamortized costs for the Tenant Improvements]** and all brokerage fees, if any.

(b) Re-letting; Tenant's Liability. Upon such reentry Landlord may, but shall not be required to (except as otherwise required by applicable Laws), repair, alter, remodel, and/or change the character of the Premises as Landlord may see fit and/or relet the Premises in whole or in part as the agent of Tenant or otherwise in the name of Landlord or of Tenant, as Landlord shall determine, for all or any part of the unexpired Term of this Lease or for a longer term, as Landlord shall determine. Landlord may receive the rents therefor, applying the same first to the payment of such reasonable expenses as Landlord may have incurred in entering, dispossessing, re-letting, repairing, or altering the Premises, and then to the fulfillment of the covenants of Tenant under this Lease, including, but not limited to, the payments of Rent required hereunder, retaining any balance until the date the Term of this Lease would otherwise have expired as security for the payment of all obligations of Tenant which may arise and be unpaid during such period. If Landlord, after such reentry, shall be unable to obtain sufficient rent from the Premises to pay the amount of the expenses, in addition to the payment of the Rent required hereunder and fulfillment of covenants of Tenant under this Lease, Tenant shall pay to Landlord at the end of each month during the remainder of the Term the difference between the rent actually received by Landlord and the sum of the rent reserved hereunder and the expenses. In attempting to re-let the Premises Landlord, in its sole and absolute discretion, shall determine (i) whether or not a proposed tenant is suitable and acceptable, and (ii) the reasonableness of the rent to be paid by such tenant.

(c) Other Remedies. Landlord may, but shall not be obligated to, perform any obligation of Tenant under this Lease; and, if Landlord so elects, all costs and expenses paid by Landlord in performing such obligation, together with interest at the Default Rate, shall be reimbursed by Tenant to Landlord on demand. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at Law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future. In addition to the remedies set forth herein, Landlord may elect to seek any other remedy at Law or in equity.

(d) Holding Over. If Tenant retains possession of the Premises after the expiration or termination of the Term or Tenant's right to possession of the Premises, Tenant shall be deemed to be holding over on a month to month basis (which holdover may be terminated by either party on thirty days prior notice). During such holding over, Tenant shall pay Rent at one hundred fifty percent (150%) of the rate in effect immediately preceding such holding over, computed on a monthly basis for each month or partial month that Tenant remains in possession, which hold over period shall be limited to six (6) months. Tenant shall also protect, indemnify, defend, and hold harmless Landlord from and against all Claims (as defined herein), sustained by reason of Tenant's holding over, which obligation shall expressly survive the termination or expiration of this Lease. In addition, at any time while Tenant remains in possession, Landlord may elect instead, by written notice to Tenant and not otherwise, to have such retention of possession constitute a renewal of this Lease for one year for the fair market rental value of the Premises as reasonably determined by Landlord but in no event less than the Rent payable immediately prior to such holding over. The provisions of this Section do not waive Landlord's right of re-entry or right to regain possession by actions at Law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant. No holding over by Tenant after the Term shall be construed to extend this Lease. In the event of any unauthorized holding over, Tenant shall INDEMNIFY, DEFEND and HOLD Landlord HARMLESS (a) against all claims for damages by any other person or entity to whom Landlord may have leased all or any part of the Premises effective upon the termination of this Lease, and (b) for all of Landlord's losses, costs, damages, liabilities and expenses, including (without limitation) reasonable attorneys' fees, related disbursements and costs of court incurred by reason of such holding over. Any holding over with the written consent of Landlord shall thereafter constitute this Lease a lease from month-to-month.

9.2 Surrender. Tenant shall surrender the Premises to Landlord at the expiration of the term or termination of this Lease in as good condition as received, except for ordinary wear and tear and damage by fire or other casualty not due to Tenant's act or omission. On or before the date of surrender, Tenant shall remove all (i) personal property and (ii) all alterations, improvements, trade fixtures ("Alterations") unless Landlord, in its sole discretion, directs Tenant to leave any the Alterations in place, in which case the Alterations shall become property of Landlord.

ARTICLE X. MISCELLANEOUS

10.1 Non-Waiver. Landlord shall not by receiving partial payments of Rent in arrears be deemed to have waived any rights herein for non-payment of Rent or for any other default on the part of Tenant. No waiver or failure to enforce any of the provisions, terms, conditions, or obligations herein or failure to declare a default hereunder by Landlord shall be construed as a waiver of any subsequent breach of such provisions, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts shall be deemed an extension of

time for performance of any other obligations or acts. In addition to all of the remedies granted Landlord herein, Landlord shall also have the right to invoke any remedy available at Law or in equity to enforce Landlord's rights hereunder, as if re-entry and other remedies were not herein provided for. All rights and remedies of the Landlord under this Lease shall be cumulative, and none shall exclude any other right or remedy available hereunder or at Law or in equity.

10.2 Unavoidable Delays. If Landlord be delayed or prevented directly or indirectly from performing any of its obligations hereunder because of fire, strikes, acts of God, or other labor troubles, or for any other reason beyond Landlord's reasonable control, Landlord shall incur no liability to Tenant as a result thereof, and the period of such delay or prevention shall be deemed added to the time herein or otherwise provided for such performance.

10.3 Assignment and Subletting. Tenant shall not directly or indirectly, voluntarily or by operation of Law, sell, assign, or otherwise transfer all or any part of its interest in or rights with respect to the Premises or its leasehold estate (collectively, "Assignment"), or permit all or any portion of the Premises to be occupied by anyone other than itself or sublet all or any portion of the Premises (collectively, "Sublease") without Landlord's prior written consent, which Landlord may withhold in its sole discretion. In connection with any request for consent, Tenant shall provide Landlord with all information reasonably requested by Landlord including, but not limited to, such financial reports in connection with any such assignee or sublessee as Landlord may reasonably request. Any transfer of a majority of the interest, membership, change in control, stock or other ownership rights in Tenant shall be deemed an Assignment for purposes of this Lease. In the event Landlord approves an Assignment or Sublease, Tenant shall remain liable for payment of Rent and for the prompt performance of all other of Tenant's obligations hereunder, and such assignee or transferee shall deliver to Landlord an assumption agreement satisfactory in form and content to Landlord. No court or officer thereof, or any receiver or trustee in bankruptcy, or in any state insolvency proceeding, shall acquire any interest in this Lease by operation of Law or otherwise. Landlord shall have the right at any time to transfer and assign, in whole or in part, by operation of law or otherwise, its rights and obligations hereunder and in the Building in which event no further liability or obligation shall thereafter accrue against Landlord hereunder or under any agreement relating to this Lease and Tenant shall attorn to any such transferee or assignee of Landlord.

10.4 Limitation of Landlord's Liability. As to any particular time during the Term, the term "Landlord" shall mean only the owner of the Building at such time, and in the event of the transfer by such owner of its interests in the Building, such owner shall thereupon be released and discharged from all covenants and obligations of Landlord hereunder thereafter accruing, and such covenants and obligations shall be binding during the Term upon each new owner only for the duration of such owner's ownership. Notwithstanding any provision to the contrary (or appearing by implication or otherwise to be to the contrary) contained in this Lease, all liability of Landlord for damages for breach of any covenant, duty or obligation (whether in contract, negligence, tort or otherwise) of Landlord under this Lease or in any manner relating hereto shall be limited to Tenant's actual direct damages, and in no event shall Landlord or Landlord's employees, agents, officers, principals, owners, directors, shareholders, trustees, partners, joint venturers, subsidiaries, corporate parents, affiliates, predecessors, patients, representatives, successors, assigns, customers, invitees, licensees, tenants, subtenants, concessionaires, contractors, servants, vendors, materialmen, suppliers or any other person or entity acting for or

on behalf of Landlord (collectively, "Landlord's Related Parties") ever be liable or responsible for any consequential, indirect, special, punitive or exemplary damages, or for any damages arising out of or relating to lost profits or business interruption (all of which are hereby expressly WAIVED by Tenant, for itself and on behalf of the Tenant's patients, employees, agents, officers, principals, owners, directors, shareholders, trustees, partners, joint venturers, subsidiaries, corporate parents, affiliates, representatives, successors, assigns, customers, invitees, licensees, tenants, subtenants, concessionaires, contractors, servants, vendors, materialmen, suppliers or any other person or entity acting for or on behalf of Tenant), and such actual direct damages may be satisfied only out of the equity interest of Landlord in the Building existing as of the date of the entering of a final, non-appealable judgment by a court of competent jurisdiction.

10.6 Other Charges. All charges against Tenant by Landlord accruing under this Lease shall be treated as Rent due under this Lease and shall be payable at the time and in the manner specified in this Lease or in any notice from Landlord to Tenant.

10.7 Notices. All notices herein provided for shall be in writing and shall be deemed given when sent by registered or certified mail, postage prepaid, return receipt requested, and deposited in the mail address, or by national next business day delivery service (e.g., Federal Express) (a) to Landlord at the location set forth below, or (b) to Tenant at the address of the Premises with a copy to the location set forth below. Either party may change its address for purpose of notice, by written notice given in like manner as herein provided.

If to Landlord: St Francis Medical Center
 2620 West Fiadley
 Grand Island, NE 68802

If to Tenant: Grand Island Fire Department
 100 East First Street
 Grand Island, NE 68801

10.8 Exhibits. All exhibits and addenda attached hereto are hereby incorporated into this Lease and shall be a part hereof whether or not they are specifically referred to herein.

10.9 Waiver of Notice. Tenant waives any and all notices required by Law, other than such notices as may be specifically required in this Lease.

10.10 Entire Agreement. This Lease contains the entire agreement between the parties with respect to the subject matter herein and all prior written and verbal understandings and agreements are merged herein, and this Lease may not be altered, changed, or amended, except by an instrument in writing, signed by both parties hereto.

10.11 Successors Bound. The covenants, conditions, and agreements contained in this Lease shall be binding upon and inure to the benefit of Landlord, its successors and assigns and to Tenant, and, subject to Section 10.3, to Tenant's successors and assigns.

10.12 Covenant of Quiet Tenant Possession. Except as expressly herein provided otherwise and provided that Tenant is not in default hereunder, Landlord covenants that, upon performing all of its obligations hereunder, Tenant shall peacefully and quietly hold and enjoy the Premises for the Term of this Lease.

10.13 Partial Invalidity. In the event that any provision or part of a provision of this Lease is held invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable Laws without invalidating the remaining provision of this Lease, unless such invalidity or unenforceability would defeat an essential business purpose of this Lease.

10.14 Marginal Captions; Construction. The marginal captions in this Lease are for convenience only and are not intended to limit or amplify the terms and provisions of this Lease. Whenever the context admits or requires, words in the singular may be regarded as in the plural and vice versa and personal pronouns may be read as masculine, feminine or neuter.

10.15 Joint and Several Liability. If Tenant is a corporation, company, or other entity, then each owner, shareholder, member, or partner therein shall comply with all the provisions of this Lease.

10.16 Commissions, Fees. Landlord and Tenant hereby represent and warrant to each other that this Lease has been procured and all negotiations leading to the execution and delivery of this Lease have been carried out without the intervention of any broker or third party, and without incurring any liability for brokerage fees, commissions, or a “finder’s fee” relative to this Lease, and both Landlord and Tenant agree to indemnify, defend, and hold each other harmless from and against any assertion by any third party to such brokerage, commission, and finder’s fee.

10.17 Survival. Whether specifically identified or not, the obligations of the parties under this Lease which by their nature or content would continue beyond the expiration or termination of this Lease shall survive any such expiration or termination, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

10.18 Governing Law. This Lease shall be governed by the Laws of the state in which the Premises is located applicable to agreements made and to be performed wholly within the state in which the Premises is located, irrespective of such state’s choice of law principles.

10.19 Estoppel Certificate. Tenant agrees, within five (5) days following written notice by Landlord, to execute, acknowledge, and deliver to Landlord, a statement in writing addressed to Landlord or other party designated by Landlord certifying that this Lease is in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the actual commencement and expiration dates of the Lease, stating the dates to which rent and other charges, if any, have been paid, and stating whether or not the signor is aware of any default by either party under this Lease, without inquiry or investigation.

10.20 Subordination. This Lease is and shall be expressly subject and subordinate at all times to (a) any present or future ground, underlying, or operating lease of the Building, and all amendments, renewals, and modifications to any such lease, and (b) the lien of any present or future mortgage or deed of trust encumbering fee title to the Building and/or the leasehold estate under any such lease. If any such mortgage or deed of trust is foreclosed, or if any such lease is terminated, upon request of the mortgagee, beneficiary or Landlord, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale or to the Landlord under such lease, as the case may be. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that Tenant agrees upon request by any such mortgagee, beneficiary, Landlord, or purchaser at foreclosure, as the case may be, to execute and deliver such subordination and/or attornment instruments as may be required by such person to confirm such subordination and/or attornment on the form customarily used by such party.

10.21 OFAC. Pursuant to United States Presidential Executive Order 13224 ("Executive Order") and related regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, U.S. persons and entities are prohibited from transacting business with persons or entities who, from time to time, are determined to have committed, or to pose a risk of committing or supporting terrorist acts, narcotics trafficking, money laundering, and related crimes. Those persons and entities are identified on a list of Specially Designated Nationals and Blocked Persons (the "List"), published and regulated by OFAC. The names, including aliases, of those persons or entities on the List ("Blocked Persons") are updated frequently. In addition, OFAC enforces other Executive Orders which, from time to time, impose restrictions on transactions with, or involving, certain countries. Landlord and Tenant represent and warrant that neither party, nor to its respective knowledge, any of its respective officers, directors, shareholders, partners, members, or associates, and no other direct or indirect holder of any equity interest in such party, is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, a Blocked Person, or other banned or blocked person, group, entity, nation, or transaction pursuant to any Law, order, rule, or regulation that is enforced or administered by OFAC and that it is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

10.22 Counterparts. This Lease, and any addenda hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

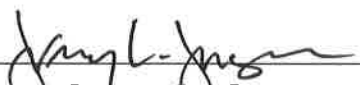
10.23 Amendments. This Lease may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties.


Remedies Cumulative. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted or reserved by this Agreement, are in addition to any others that said parties may be entitled to by Law (except as expressly set forth in this Lease), shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by Law.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Lease to be executed as of the date first above written.

TENANT:

LANDLORD:

By: 
Name: Jeremy Jensen
Title: Mayor
Date: April 14, 2015

By: 
Name: Dan McElligott
Title: President
Date: March 27, 2015



Asst. City Attorney
4/10/15

Exhibit A

Floor Plan of the Premises

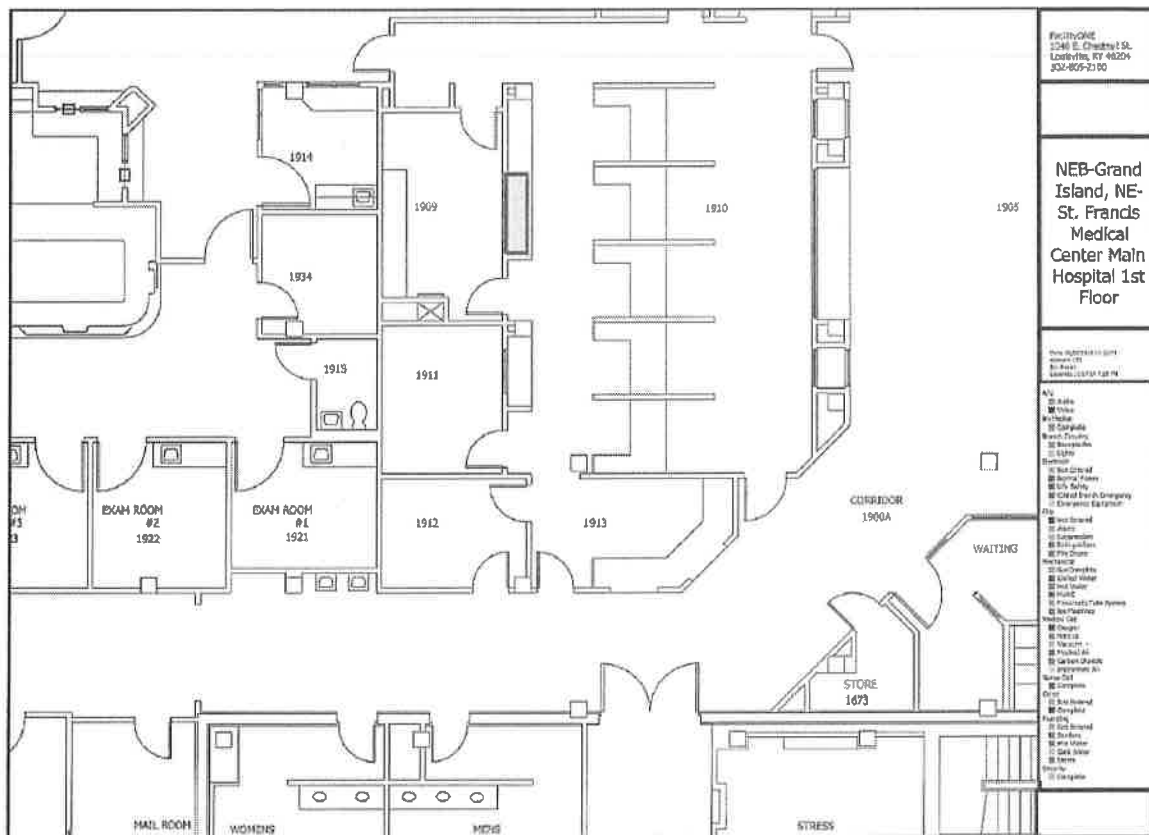


Exhibit B

Legal Description of the Property

SAINT FRANCIS MEDICAL THIRD SUB TO THE CITY OF GRAND ISLAND LT 1

Exhibit D

Rules and Regulations

1. **Tenant's Obligation.** Tenant shall comply with and shall cause its employees, agents, patients, clients, customers, invitees, and guests to comply with the Rules and Regulations for the Building and the Premises. Landlord shall neither be responsible for any non-observance thereof by other tenants nor have any obligation to enforce same against other tenants.
2. **Signs.** Any sign, lettering, picture, notice or advertisement installed within the Premises shall be installed at Tenant's cost and in such manner, character, and style as Landlord may approve in writing. Tenant shall not paint, display, inscribe, maintain, erect, or affix any sign, picture, advertisement, notice, lettering, or direction on any part of the inside or outside of the Building without the prior written consent of Landlord.
3. **Use of Name.** Tenant shall not use the name of the Building or that of Landlord, or any simulation or abbreviation thereof, as its name or as part of its name without Landlord's prior written consent. Tenant may use the address of the Building as the address of its office but shall not use pictures of the Building without Landlord's prior written consent.
4. **Obstruction of Access.** Tenant, its customers, patients, invitees, and guests shall not obstruct sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators, and stairways in and about the Building. Tenant shall not place objects against glass partitions or doors or windows that would be unsightly from the Building corridor, or from the exterior of the Building, and will promptly remove same upon notice from Landlord.
5. **Noises and Odors.** Tenant shall not cook, make noises, cause disturbances, or vibrations, or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors, any of which may be offensive to other tenants and occupants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials, or similar devices inside or outside of the Premises.
6. **Solicitation.** Tenant shall not exhibit, sell or offer to sell, use, rent, or exchange any item or service in or from the Premises unless ordinarily embraced within Tenant's use of the Premises specified herein.
7. **Report Peddlers.** Peddlers, solicitors, and beggars shall be reported to the office of the Building or as Landlord otherwise requests.
8. **Waste.** Tenant shall not waste electricity, water, or air conditioning and shall cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning, and shall refrain from attempting to adjust any controls other than room thermostats installed for Tenant's use. Tenant shall keep corridor doors closed.

9. **Locks.** Landlord shall furnish Tenant with door keys for doors in the Premises at the commencement of the Lease. Tenant shall not affix additional locks on doors and shall purchase duplicate keys only from Landlord. No locks shall be changed without the prior written consent of Landlord. When the Lease is terminated, Tenant shall disclose to Landlord the combination of any safes, cabinets, or vaults left in the Premises.
10. **Security.** Tenant assumes full responsibility for protecting its space from theft, robbery, and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.
11. **Identification.** Landlord may require that all persons who enter or leave the Building between 7:00 p.m. and 7:00 a.m. on business days, or at any time on Saturdays, Sundays, or holidays, identify themselves to watchmen by registration or otherwise.
12. **Overloading Floors.** Tenant shall not overload floors and must have Landlord's prior written consent as to size, maximum weight, routing, and location of business machines, safes, and heavy objects. Tenant shall not install or operate any refrigerating, heating, or air-conditioning apparatus or any other machinery or any mechanical devices without the prior written consent of Landlord, which consent shall not be unreasonably withheld.
13. **Control of Workmen.** No person or contractor not employed by or having the written approval of Landlord shall be used to perform janitor work, window washing, cleaning, decorating, repair, or other work in the Premises.
14. **Dangerous Articles or Activities.** In no event shall any person bring into the Building inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or any other article of intrinsically dangerous nature. In addition, Tenant shall not make or permit any use of the Premises that may increase the premium costs of or invalidate any present or future policy of insurance carried on the Building or covering its operations. If by reason of the failure of Tenant to comply with the provisions of this Article, any insurance premium for all or any part of the Building shall at any time be increased, Landlord shall have the option either to terminate the Lease if the violation is not cured within thirty (30) days of notice from Landlord or if a cure is not commenced within that period by Tenant and diligently prosecuted to its completion or to require Tenant to make immediate payment of the whole of the increased insurance premium.
15. **Compliance with Government Regulations.** Tenant shall comply with all applicable Laws, ordinances, and regulations and rules, and shall not directly or indirectly make or permit any use of the Premises which may be prohibited thereby, or may be dangerous to person or property, or may increase the cost of insurance or require additional insurance coverage.
16. **No Unethical Advertising.** Tenant shall not advertise its profession or activities conducted in the Building in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such profession or activities.

17. **Vending Machines.** No vending or dispensing machines of any kind shall be placed in or about the Premises without the prior written consent of Landlord.
18. **Interference With Reserved Rights.** Tenant shall not attempt to exercise any of the rights specifically reserved by Landlord or interfere in any way with the exercise of these rights by Landlord.
19. **Non-Smoking Building.** The Premises, Building and all common areas of the Building are designated as “non-smoking” areas. Tenant and its employees, agents, licensees, and invitees shall faithfully observe this smoking restriction.

