

Resolution # 12-1

WHEREAS, 55 ILCS 5/5-25013 (B)(5) provides that a County Board of Health may enter into contracts with the State, municipalities, other political subdivisions and non-official agencies for the purchase, sale or exchange of health services; and

WHEREAS, 55 ILCS 5/5-25016 provides that a County Board of Health is authorized to lease, maintain, repair, remodel or improve such real estate as may be reasonably necessary for the housing and proper functioning of a health department; and

WHEREAS, the Menard County Board of Health and the Menard County Board entered into an agreement with the Sangamon County Board of Health and the Sangamon County Board on August 20, 2014 to provide specified public health services in Menard County; and

WHEREAS, the Sangamon County Board of Health has approved the renovation and lease of space owned by Memorial Physician Services, located at 1 Centre Drive, Suite 125, in Petersburg, Illinois, for the purpose of providing certain public health services in Menard County, as described in Exhibit A hereto attached to this resolution; and

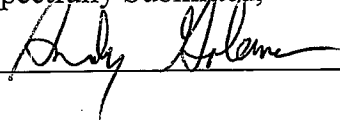
WHEREAS, the Menard County Board of Health and Menard County Board have also approved of the lease for space at this location in Petersburg, Illinois;

WHEREAS, the Sangamon County Board of Health recommends the Sangamon County Board vote to concur with and also approve of the lease agreement as described in Exhibit A hereto attached to this resolution; and

WHEREAS, it is in the best interest of residents of Menard and Sangamon Counties that a strong public health infrastructure remain in place to help prevent disease and promote wellness; and

NOW, THEREFORE, BE IT RESOLVED, by the members of the Board of Sangamon County, Illinois, in session this 9th day of June, 2015, upon the recommendation of the Sangamon County Board of Health, approves of and agrees with the Sangamon County Board of Health's approval of the lease of space in Menard County for the provision of public health services as stipulated in Exhibit A hereto attached to this resolution.

Respectfully Submitted,



FILED

JUN 03 2015


Sangamon County Clerk

Lease Summary

A. Landlord:

Name: Memorial Physician Services
Mailing Address: 701 North First Street
Springfield, Illinois 62781
Telephone Number: (217)788-3342
Facsimile Number: (217)788-5560
E-Mail Address: dowell.travis@mhsil.com
Name of Landlord's Representative: J. Travis Dowell

B. Tenant:

Name: Sangamon County Department of Public Health
Mailing Address: 2833 South Grand Ave East
Springfield, Illinois 62703
Telephone Number: (217) 535-3100
Facsimile Number: (217)535-3104
E-Mail Address: jims@co.sangamon.il.us
Name of Tenant's Representative: James D. Stone

C. Leased Premises:

Address: 1 Centre Drive, Suite 125
Petersburg, IL 62675
Estimated Square Footage: Approximately 1,154 sq. ft.

D. Initial Term: Five (5) years

E. Term Renewal Options: One (1) option to renew for a period of five (5) years

F. Term Commencement Date: The date on which Landlord delivers to Tenant vacant possession of the Leased Premises with Landlord's Work substantially completed (as hereinafter defined).

G. Term Expiration Date: The last day of the Sixtieth (60th) full calendar month following the Term Commencement Date

H. Initial Annual Rental: \$14,520.00

I. Initial Monthly Rental: \$1,210.00

- L. Permitted Use: Basic public health prevention services (including, but not limited to, immunizations, family case management, and early interventions) to patients, environmental health services, and public health meetings
- M. Target Date: June 15, 2015
- N. Landlord's Work: The basic work, including the utilities, foundations, structure, core walls, windows and doors, window treatments, interior and exterior signage, and all other improvements and work with respect to the Leased Premises. "Landlord's Work" shall not include Tenant's personal property, trade fixtures, and equipment (each of which shall be paid for by Tenant).

Lease

This Lease is executed, entered into and delivered on this _____ day of _____, 2015 (the "Execution Date"), by and between (i) **Memorial Physician Services**, an Illinois not-for-profit corporation and affiliate of Memorial Health System, as the landlord ("Landlord"), and (ii) **Sangamon County Department of Public Health**, as the tenant ("Tenant"). Landlord and Tenant may be collectively referred to in this Lease as the "Parties," and either Landlord or Tenant may be separately identified, in this Lease, as a "Party."

WITNESSETH:

In consideration of the terms, covenants and conditions which are contained and expressed in this Lease, Landlord and Tenant agree as follows:

ARTICLE 1. LEASED PREMISES AND TERM

1.01 Landlord leases to Tenant, and Tenant rents from Landlord, that space which is identified on the attached "Exhibit A," consisting of approximately one thousand one hundred and fifty-four (1,154) square feet, which is designated as Suite #125 (the "Leased Premises") and which is located in the building commonly referred to as Menard Medical Center in Petersburg, Illinois (the "Menard Office Building"). Tenant, in addition, acquires by virtue of this Lease the nonexclusive right to use the elevators, stairs, rest rooms, a conference room, and other common areas, facilities and public portions of the Menard Office Building (collectively, the "Common Area"), subject to such reasonable rules and regulations as Landlord may periodically prescribe in respect to the use of that Common Area.

1.02 The term of this Lease is five (5) years (the "Term"), commencing on the date on which Landlord delivers to Tenant vacant possession of the Leased Premises with Landlord's Work (as hereinafter defined) substantially completed (the "Term Commencement Date"), and subsequently expiring on the last day of the Sixtieth (60th) full calendar month following the Term Commencement Date (the "Term Expiration Date"), unless that Term is terminated prior to such Term Expiration Date pursuant to and in compliance with other applicable provisions of this Lease. For purposes of this Lease, "Landlord's Work" shall mean the basic work, including the utilities, foundations, structure, core walls, windows and doors, window treatments, interior and exterior signage, and all other improvements and work with respect to the Leased Premises. "Landlord's Work" shall not include Tenant's personal property, trade fixtures, and equipment (each of which shall be paid for by Tenant). For purposes of this Lease, "substantial completion" shall mean when Landlord has completed the specifications on the attached "Exhibit A," as mutually agreed upon by the Parties. Landlord shall provide Tenant with prompt written notice if Landlord requires extended time for substantial completion of the Landlord's Work beyond the Target Date (June 15, 2015) for such reasons as severe weather, flood, landslide, tornado, act of God, strike, lock-out or other labor trouble, unavailability of materials, or other causes beyond Landlord's reasonable control.

1.03 If Tenant delivers a notice to Landlord at least one hundred eighty (180) days prior to the Term Expiration Date, and if Tenant is not then in default under this Lease, the Term

of this Lease, as defined in Article 1.02, may be extended by an additional five (5) year period, commencing on the Term Expiration Date. Any extension of this Lease pursuant to this Article 1.03 will be characterized and identified in this Lease as the "Term" and will be pursuant to the terms identified in Article 2.01. Every renewal Term shall be upon the same terms and conditions of this Lease, except that (i) the Annual Base Rent for each renewal Term will be equal to the Fair Market Rental Rate (as determined in accordance with the provisions of Articles 1.05 and 19.10) in effect as of the commencement of the applicable renewal Term, and (ii) Landlord shall not be obligated to provide Tenant with any allowances, improvements, or fees, or expended any other amounts.

1.04 Landlord may deliver notice one hundred eighty (180) days notice prior to the Term Expiration Date if Landlord wishes not to extend Tenant an additional five (5) year period.

1.05 Fair Market Rental Rate. The term "**Fair Market Rental Rate**" shall mean, with respect to the Leased Premises, the amount that would be paid in cash in an arms-length transaction between an informed and willing tenant and an informed and willing landlord, neither of whom is under any compulsion to lease the Leased Premises. The Fair Market Rental Rate shall be determined based upon such assumptions and factors that are applicable to the initial Term of this Lease with commercially reasonable adjustments thereto. Landlord shall determine the Fair Market Rental Rate by using its good faith judgment. Landlord shall provide written notice of such amount within thirty (30) days after Tenant provides the notice to Landlord exercising Tenant's renew option rights. Tenant shall have fifteen (15) days (the "**Tenant's Review Period**") after receipt of Landlord's notice of the new rental within which to accept such rental. In the event Tenant fails to accept in writing such rent proposed by Landlord, then such proposal shall be deemed rejected, and Landlord and Tenant shall attempt to agree upon such Fair Market Rental Rate, using their best good faith efforts. If Landlord and Tenant fail to reach agreement within fifteen (15) days following Tenant's Review Period (the "**Outside Date**"), then Landlord and Tenant shall meet with each other within five (5) business days of the Outside Date and shall agree and jointly appoint a single independent appraiser who shall have been active over the five (5) year period ending on the date of such appointment in the leasing of commercial office properties in the vicinity of the Building. Neither Landlord nor Tenant shall consult with such appraiser as to his or her opinion as to Fair Market Rental Rate prior to the appointment. The appraiser shall, within thirty (30) days of his or her appointment, reach a decision as to the Fair Market Rental Rate, and shall notify Landlord and Tenant thereof. The decision of the appraiser shall be binding upon Landlord and Tenant. If Landlord and Tenant fail to agree upon and appoint an appraiser, then the appointment of the appraiser shall be made by the Presiding Judge of the Sangamon County, Illinois Circuit Court, or, if he or she refuses to act, by any judge having jurisdiction over the Parties. The cost of the appraiser shall be paid by the Landlord and Tenant equally.

1.06 Landlord expresses no representations or warranties concerning zoning or any other laws, regulations or ordinances, or restrictions governing the use or occupancy of the Leased Premises by Tenant.

1.07 Landlord shall deliver the Leased Premises to Tenant broom clean, in good order and condition, free of material defect. Landlord shall notify Tenant at least five (5) days prior to

the anticipated date of the substantial completion of Landlord's Work. Landlord and Tenant shall thereupon set a mutually convenient time for Tenant and Landlord to inspect the Leased Premises, at which time Tenant and Landlord shall jointly prepare a list of items, if any, to be corrected or completed. Upon completion of the inspection, Tenant shall acknowledge in writing that substantial completion of Landlord's Work has occurred (or has not occurred) per "Exhibit B" hereto, subject to any items to be corrected or completed. Landlord shall correct the items to Tenant's reasonable satisfaction within a commercially reasonable time thereafter. In addition, Landlord shall correct any latent defects in the Leased Premises as to which Tenant provides Landlord with notice within one hundred eight (180) days following the Term Commencement Date.

1.08 Prior to executing and delivering this Lease, Tenant received a copy of the Rules and Regulations which Landlord has adopted as being applicable to the Menard Office Building, as attached to this Lease as "Exhibit C." Tenant, by the execution and delivery of this Lease, expressly acknowledges the application of the Rules and Regulations to this Lease, and the relationship between Landlord and Tenant which is created by this Lease, unless the terms of this Lease specifically contravene such Rules and Regulations. In the event of an inconsistency between the terms of this Lease and any of the provisions of the Rules and Regulations, the terms of this Lease will govern and control. Landlord may periodically amend and revise the Rules and Regulations, and, in such event, Landlord will deliver a copy of the amended and revised Rules and Regulations to Tenant.

ARTICLE 2. RENT.

2.01 Tenant will pay Landlord the following rent to lease the Leased Premises, and Tenant will pay that rental in sixty (60) consecutive monthly installments, commencing on the Term Commencement Date and continuing subsequently on that day (the "Rental Payment Date") in each successive calendar month which is encompassed within the Term:

Year of Term:	Rental Rate Per Square Foot:	Monthly Rental:	Annual Rental:
Year 1	\$12.58	\$1,210.00	\$14,520.00
Year 2	\$12.96	\$1,246.32	\$14,955.84
Year 3	\$13.35	\$1,283.83	\$15,405.96
Year 4	\$13.75	\$1,322.29	\$15,867.48
Year 5	\$14.16	\$1,361.72	\$16,340.64.

2.02 If, in any calendar month when a rental payment is due under this Article 2, the Rental Payment Date is not a business day, such rental payment will be paid to Landlord by Tenant on the ensuing business day of that particular calendar month.

2.03 The monthly installments of rent which are payable to Landlord under this Article 2 will be delivered by Tenant to the address of Landlord which is specified in Article 16, or such other alternative address as Landlord may periodically designate during the Term of this Lease.

2.04 If the Term of this Lease, as defined in Article 1.02, is extended under Article 1.03, then, in such event, the annual rent which will be payable to Landlord by Tenant during such extended period will be that sum which is determined and calculated as defined in Articles 1.03 and 1.05. In no event, the annual rent which will be payable to Landlord by Tenant during such extended period will be that sum which is determined and calculated as defined in Section 2.01. In no event, however, will the annual rental which is payable with respect to any year of the extended Term of this Lease be less than the rental which Tenant paid to Landlord during the final year of the initial Term of this Lease. The annual rental, as determined and calculated under this Article 2.04, will be paid to Landlord by Tenant in the manner described in the preceding provisions of this Article 2.

ARTICLE 3. TAXES, UTILITIES AND SERVICES

3.01 Landlord will timely pay: (i) the general real estate taxes and assessments (collectively, the "Taxes") which are levied against or imposed on the Menard Office Building during the Term of this Lease; and (ii) all public utility charges, with the exception of Tenant's telecommunication operating costs and expenses, including but not limited to internet and telephone, which are incurred in connection with the use or occupancy of the Leased Premises by Tenant during the Term of this Lease, including gas, water, sewer and electrical (collectively, the "Utilities").

3.02 Landlord will provide daily janitor service (Saturdays, Sundays, and the following holidays: New Year's Day, Thanksgiving Day, Christmas Day excepted), including emptying of waste baskets, removal of dust from furniture and window frames, mopping floors, vacuuming carpets, scouring toilets and washbasins, providing paper towels, toilet tissues and soap; periodic interior and exterior window washing, waxing and buffing of resilient tile floors and shampooing of carpeting as needed.

ARTICLE 4. QUIET ENJOYMENT

If Tenant pays the rent and performs all of the obligations which are to be performed by Tenant under this Lease, Tenant may lawfully and quietly possess and occupy the Leased Premises during the Term, subject to the conditions which are contained in this Lease, including the Rules and Regulations, the easements and covenants of record and all applicable zoning laws, use and building restrictions and ordinances which exist on the Execution Date, or which are enacted subsequent to the Execution Date.

ARTICLE 5. LIENS

Tenant will not permit the existence or continuance of any lien on or against the Leased Premises or the Menard Office Building which is attributable to the actions or inactions of Tenant. Within ten (10) days after receiving a notice of the filing of a lien, Tenant will cause the lien to be removed by payment or posting of appropriate bonds, or by depositing an amount equivalent to the claimed lien as security with Landlord if Tenant, in good faith, contests the validity of such claimed lien. Tenant expressly indemnifies Landlord with respect to any liabilities, lawsuits or costs, including reasonable attorneys' fees, resulting from the filing of any

lien on or against the Leased Premises or the Menard Office Building which are attributable to the actions or inactions of Tenant.

ARTICLE 6. REPAIRS AND MAINTENANCE

6.01 During the Term of this Lease, Landlord will maintain the Leased Premises and the Menard Office Building, including the Common Area, in good order and repair, reasonable wear, tear and casualty excepted, and Landlord will promptly perform repairs to the Leased Premises and the Menard Office Building, as may be required, in the opinion of Landlord, to maintain the Leased Premises and the Menard Office Building in the manner prescribed in this Lease. The costs expended by Landlord to repair and maintain the interior of the Leased Premises pursuant to this Article 6.01, however, including all such costs associated with or related to the re-carpeting, repainting and/or otherwise remodeling the interior of the Leased Premises, will be classified and treated by Landlord as Operating Expenses under this Lease, will be directly charged to Tenant by Landlord and will then be payable by Tenant within the thirty (30) day period which follows Tenant's receipt of an invoice from Landlord describing the costs which Landlord has incurred.

6.02 Tenant may not remodel, renovate or otherwise alter the Leased Premises (collectively, "Alteration") without the prior consent of Landlord. The cost and expense of any Alteration of the Leased Premises which is initiated by Tenant must be paid by Tenant, and such Alteration must be constructed pursuant to and in compliance with plans and specifications which have been submitted to and approved by Landlord prior to the commencement by Tenant of the construction of that Alteration. Any Alteration to the Leased Premises which is constructed by Tenant will constitute the property of Landlord when this Lease terminates, unless otherwise agreed to by the Parties. Tenant, however, notwithstanding the preceding provisions of this Article 6.02, may decorate the interior walls of the Leased Premises without being required to obtain Landlord's consent, so long as the estimated cost of that decoration does not exceed, in any specific instance, the sum of One Thousand Dollars (\$1,000), and such decoration will not constitute or be classified as an Alteration under this Article 6.02.

6.03 Tenant will promptly comply, or will cause prompt compliance with all laws, ordinances, orders, rules and regulations of all municipal, county, state, federal or other governmental authorities which are properly applicable to the Leased Premises, or the use or occupancy by Tenant of the Leased Premises (collectively, "Law"). Tenant, without cost or expense to Landlord, may contest the validity or the application of any Law; however, such contest cannot expose Landlord to any criminal liability and Tenant must furnish Landlord with a surety bond sufficient to indemnify Landlord against any losses or damages, including attorneys' fees, which Landlord could reasonably sustain by reason of the failure or the delay of Tenant in complying with the applicable Law.

ARTICLE 7. USE

7.01 Tenant's use and occupancy of the Leased Premises is limited to a professional office where Tenant is actively engaged in the practice of medicine during the Term of this Lease, and no other purpose, without the prior consent of Landlord.

7.02 Tenant may not use or occupy the Leased Premises in connection with any sectarian instruction, or as a place of religious worship, or as a facility utilized by any program of any school or department of divinity on behalf of any religious denomination or to train ministers, priests, rabbis or other similar persons in religion.

ARTICLE 8. FIRE AND CASUALTY DAMAGE

8.01 If the Leased Premises or any other portion of the Menard Office Building is damaged or destroyed by fire or other casualty during the Term of this Lease, Landlord, with reasonable diligence, will repair, reconstruct, replace and restore such damage, unless this Lease is terminated by Landlord under Article 8.03, and the rent which is otherwise payable by Tenant under this Lease will be abated pro rata from the date of the occurrence of such damage until the restoration is completed, to the extent and during the period the Leased Premises, in the opinion of Landlord, are untenable. The rental abatement which is permitted under this Article 8.01 will be computed by Landlord on the basis of the relationship which the square foot area of the space rendered untenable bears to the total square foot area of the Leased Premises, as depicted on "Exhibit A."

8.02 The preceding provisions of Article 8.01 notwithstanding, however, Landlord will not be required to expend, in connection with such restoration, an amount in excess of the net insurance proceeds which are actually recovered by Landlord as a result of the fire or casualty damage.

8.03 If the estimated restoration costs exceed the net insurance proceeds which Landlord reasonably anticipates recovering as a result of the fire or casualty damage, or if the Leased Premises or the Menard Office Building are damaged, in the opinion of Landlord, to an extent that such restoration is not economically reasonable or if the Leased Premises or the Menard Office Building are materially and substantially damaged within twelve (12) months of the Term Expiration Date, then Landlord, if Landlord so elects, may terminate this Lease by delivering a notice to Tenant within thirty (30) days after the occurrence of that damage, in which event this Lease will be deemed to be terminated as of such occurrence and the rent which is payable under this Lease will be prorated to that termination date.

ARTICLE 9. INSURANCE

9.01 During the Term of this Lease, Landlord will continuously insure the Menard Office Building, including the Leased Premises, against loss or damage by fire and other casualties and risks which are presently, or may be subsequently, encompassed within and embraced by the "Extended Coverage" provisions of a standard commercial fire and casualty insurance policy in an amount constituting the approximate replacement cost of the Menard Office Building, as determined solely and exclusively by Landlord.

9.02 Conversely, Tenant, in accordance with this Article 9.02, will maintain a program of self-insurance during the Term of this Lease, to insure the respective interests of Landlord and Tenant under this Lease, a comprehensive and general liability policy insuring against claims,

demands, and actions with respect to bodily injury, death, or property damage occurring on the Leased Premises, with minimum limits of coverage, with respect to bodily injury or death, of One Million Dollars (\$1,000,000) per person and Three Million Dollars (\$3,000,000) per occurrence and, with respect to property damage, Five Hundred Thousand Dollars (\$500,000) per accident. Tenant shall deliver to Landlord a certificate evidencing the aforesaid insurance coverage prior to the beginning of the Lease term. Tenant, in addition, will maintain a program of self-insurance during the Term of this Lease to cover all of the furniture, furnishings, equipment, and machinery owned by Tenant and located within the Leased Premises, as well as any Alteration to the Leased Premises which is constructed by Tenant pursuant to Article 6.02 of this Lease.

ARTICLE 10. INDEMNIFICATION

10.01 Tenant, by the execution and delivery of this Lease, expressly indemnifies Landlord with respect to any liabilities, costs, including reasonable attorneys' fees, losses, claims, demands or judgments: (i) arising from injury to persons or damage to property sustained while on or in the Leased Premises, unless such injury or damage is solely and directly occasioned by Landlord's negligence; or (ii) arising as a result or by virtue of Tenant's failure to properly or adequately dispose of hazardous materials or organisms. When complying with this Article 10.01, Tenant shall use legal counsel and other consultants approved by Landlord in advance of their engagement by Tenant.

10.02 Tenant, at the sole cost and expense of Tenant, will timely assume and will thereafter diligently defend any lawsuits or actions which are instituted or filed directly against Landlord, or where Landlord may be subsequently impleaded, by reason of such injury, property damage or improper or inadequate disposal of hazardous materials or organisms at the Leased Premises, unless such injury or damage is solely and directly occasioned by Landlord's negligence, utilizing, however, legal counsel and other consultants approved by Landlord in advance of their engagement by Tenant.

ARTICLE 11. EMINENT DOMAIN

If the Menard Office Building is condemned by any competent authority under the exercise of the power of eminent domain during the Term created by this Lease, and that condemnation substantially interferes with the use by Tenant of the Leased Premises under this Lease, the rent which is payable under this Lease will be prorated to the date such authority actually acquires possession of the Menard Office Building and this Lease will then be deemed to be terminated, without any additional notice to Tenant. All compensation and damages which are awarded by reason of the condemnation of the Menard Office Building, including the Leased Premises, and the loss of the rent which is otherwise payable to Landlord under this Lease will constitute the sole and exclusive property of Landlord and will not be apportioned, and Tenant will not be entitled to any award with respect to the diminution in value of the leasehold interest of Tenant under this Lease or the value of any unexpired Term of this Lease; however, Tenant will be entitled to retain as the property of Tenant any compensation or damages which are expressly and separately awarded to Tenant on account of the costs or expenses sustained by

Tenant in connection with the removal from the Leased Premises of the furniture or other furnishings, or any equipment or machinery owned by Tenant.

ARTICLE 12. ASSIGNMENT AND SUBLETTING

12.01 Tenant may not assign this Lease or sublet the Leased Premises, or any portion of the Leased Premises, without obtaining, as a prerequisite condition of such assignment or subletting, the consent of Landlord. Landlord, if Landlord so elects, may arbitrarily withhold that consent, or, alternatively, Landlord may prescribe terms and conditions which Tenant must satisfy before Landlord's consent is delivered.

12.02 If Landlord has consented to a subletting, any sublease by Tenant respecting the Leased Premises must recite that: (i) the termination or cancellation of the interest of Tenant in this Lease will not automatically terminate such sublease; and (ii) the subtenant will attorn to Landlord and recognize Landlord as the lessor under the sublease. Any sublease must require, in addition, that the subtenant execute and deliver, in the event of the termination or cancellation of the interest of Tenant in this Lease, and if so requested by Landlord, any document which is necessary to evidence, to the satisfaction of Landlord, such attornment.

12.03 Landlord may assign this Lease, or pledge the rent which is payable to Landlord under this Lease, without any limitation or restriction, and without being required to obtain any consent or approval from Tenant.

12.04 No assignment or sublease by Tenant may modify, alter or limit any powers or remedies of Landlord or any obligations or duties of Tenant under this Lease. In the event of an assignment of this Lease or a subletting of the Leased Premises by Tenant, with the prior consent of Landlord obtained in compliance with Article 12.01, Tenant will be deemed to be released and discharged by Landlord under and in respect to this Lease.

ARTICLE 13. ABANDONMENT

If Tenant abandons the Leased Premises or is dispossessed by process of law or otherwise during the Term, or at the termination of this Lease, any equipment, machinery or other personal property which is owned by Tenant and which remains on or in the Leased Premises thirty (30) days thereafter will be deemed to be abandoned, at the option of Landlord, and title to that equipment, machinery or personal property will pass to and immediately vest in Landlord, as if transferred and delivered to Landlord by Tenant under an executed bill of sale. Landlord, at Landlord's option, may remove such equipment, machinery and personal property from the Leased Premises and, in that event, all of the costs and expenses incurred by Landlord in connection with that removal will constitute additional charges which Tenant is then obligated to pay Landlord, under and by virtue of this Lease, within the ten (10) day period which follows Tenant's receipt of an invoice from Landlord describing the costs and expenses which Landlord has incurred.

ARTICLE 14. EXPENSES

14.01 Tenant will promptly pay, at the demand of Landlord, all expenses, including reasonable attorneys' fees and court costs, which are incurred by Landlord to: (i) enforce any obligation or duty of Tenant under this Lease; (ii) cure any default by Tenant under this Lease; or (iii) defend or participate in any legal proceedings initiated by or on behalf of Tenant where Landlord is not adjudged to be in default under this Lease.

14.02 Landlord will promptly pay, at the demand of Tenant, all expenses, including reasonable attorneys' fees and court costs, which are incurred by Tenant to: (i) enforce any obligation or duty of Landlord under this Lease; (ii) cure any default by Landlord under this Lease; or (iii) defend or participate in any legal proceedings initiated by or on behalf of Landlord where Tenant is not adjudged to be in default under this Lease.

ARTICLE 15. DEFAULT

15.01 Landlord reserves the power and authority to terminate this Lease by delivering at least a twenty (20) day notice ("Default Notice") to Tenant, and Landlord may subsequently reenter and repossess the Leased Premises after the expiration of the time period which Landlord has cited in that Default Notice, free of any claims or demands of Tenant under or by virtue of this Lease:

- (i) if Tenant has failed to pay any installment of rent which is payable by Tenant under this Lease prior to the expiration of the time period cited in that Default Notice;
- (ii) if Tenant has failed to perform the covenant or agreement which Landlord has referenced and described in the Default Notice prior to the expiration of the time period cited in that Default Notice; or
- (iii) if Tenant has ceased to actively and continuously use and occupy the Leased Premises in compliance with the provisions of Article 7 of this Lease.

15.02 If Landlord delivers a Default Notice to Tenant, this Lease, and the leasehold estate which is created by this Lease, will be deemed to be terminated at the expiration of the time period identified by Landlord in such Default Notice, and Tenant will surrender possession of the Leased Premises to Landlord on the effective date of such termination, thereby releasing all claims and demands of Tenant under or by virtue of this Lease. A termination of this Lease by Landlord, however, will not constitute a release and discharge of Tenant by Landlord under and in respect to this Lease.

15.03 If this Lease is terminated by Landlord, the Term and leasehold estate which is vested in Tenant under this Lease will cease and Landlord, without prejudice to any other rights or remedies which are available to Landlord, may:

- (i) reenter and repossess the Leased Premises, with or without process of law, utilizing such force as may be necessary; and
- (ii) remove all persons, furniture and other furnishings, equipment and machinery owned by Tenant from the Leased Premises, without incurring any liability to Tenant.

No reentry by Landlord, however, will be deemed to be or construed as an acceptance of a surrender of this Lease.

15.04 In the event of the termination of this Lease by Landlord, Landlord may recover from Tenant, as liquidated damages, a sum equal to the amount of the rent which was to be paid to Landlord by Tenant under this Lease with respect to the remainder of the Term which existed when Landlord terminated this Lease, less the fair rental value of the Leased Premises with respect to that period, as determined solely and exclusively by Landlord.

15.05 If Tenant defaults under this Lease, Landlord, if Landlord so elects, may:

- (i) terminate the possession by Tenant of the Leased Premises, without terminating this Lease;
- (ii) repossess the Leased Premises by a forcible entry and detainer suit, or other appropriate litigation, without demand or notice to Tenant; and
- (iii) relet all or any portion of the Leased Premises in consideration of such rent and pursuant to terms and conditions which are satisfactory to Landlord.

Landlord, in connection with such reletting, may decorate and remodel the Leased Premises, as Landlord may deem desirable. Landlord, however, is not obligated under this Lease to relet the Leased Premises, or to accept a substitute subtenant tendered by Tenant. If Landlord does not relet the Leased Premises, Tenant will pay to Landlord, on demand and as liquidated damages, a sum equal to the amount of the rent which was to be paid to Landlord by Tenant under this Lease with respect to the remainder of the Term which existed when Tenant defaulted. If the Leased Premises are relet and the consideration realized by Landlord as a result of that reletting is not sufficient to pay the rent which was otherwise payable to Landlord by Tenant under this Lease with respect to the remainder of the Term, and, in addition, the costs incurred by Landlord to redecorate and remodel and the expenses related to such reletting, including reasonable attorneys' fees and brokerage fees, Tenant will pay the deficiency to Landlord on demand, and Tenant, by the execution and delivery of this Lease, expressly consents to the institution by Landlord of a lawsuit or other appropriate litigation to recover such deficiency from Tenant. The rights and remedies which are enumerated and reserved to Landlord in this Article 15 are not exclusive of any other right or remedy which is available to Landlord; rather such rights and remedies are cumulative and in addition to all other rights or remedies which presently or may subsequently exist, at law or in equity, in favor of Landlord.

15.06 If this Lease is terminated prior to the expiration of the one (1) year period which follows the Term Commencement Date, then, in such event, the Parties may not enter into a contract in substitution of this Lease, or which otherwise replaces this Lease, until that one (1) year period has elapsed.

ARTICLE 16. NOTICES

All notices, as well as any consents and approvals which are prescribed by or which are otherwise required under this Lease, must be in writing and must be either (i) delivered to the Party entitled to the notice or (ii) mailed, with first class postage prepaid, to the address of the Party entitled to the notice by registered or certified mail, return receipt requested. A notice will be deemed to be received in subparagraph (i), on the date of the actual receipt of the notice by the Party entitled to that notice, and in subparagraph (ii), on the date of the mailing of the notice. Notices to Landlord and Tenant must be addressed as follows unless such Parties subsequently designate an alternative address during the Term of this Lease:

Landlord:

Attention: J. Travis Dowell
701 N. First Street
Springfield, Illinois 62781; and

Tenant:

Attention: James D. Stone
Sangamon County Department of Public Health
2833 south Grand Avenue East
Springfield, Illinois 62703.

ARTICLE 17. POSSESSION OF LEASED PREMISES

17.01 This Lease will terminate without any additional notice to Tenant at the expiration of the Term which is specified in Article 1, and any possession by Tenant after the Term Expiration Date will not constitute a renewal or extension of this Lease.

17.02 On the Term Expiration Date, or the expiration of the Term under Article 1.03 if the initial Term is extended by Tenant, or any earlier termination of this Lease or any reentry by Landlord pursuant to the provisions of this Lease, Tenant will immediately surrender possession of the Leased Premises to Landlord without delay and in good order and repair, reasonable wear, tear and casualty excepted, free of all liens and encumbrances which are attributable to Tenant. If Tenant fails to timely surrender possession of the Leased Premises to Landlord, Tenant will be deemed to be unlawfully "holding over" and, in that event, Tenant will be obligated to pay Landlord, as the applicable rental during that "hold over" period, that sum, prorated on a daily basis during the "hold over" period, which constitutes one hundred fifty percent (150%) of the monthly rental which Tenant was paying to Landlord under this Lease on the date Tenant was obligated to surrender possession of the Leased Premises, and Tenant authorizes Landlord to

collect that "hold over" rental as a penalty which is payable to Landlord as a consequence of Tenant's failure to timely surrender possession of the Leased Premises to Landlord. Tenant will be required to pay Landlord, in addition to the "hold over" rental, the Operating Expenses, as defined in this Lease, which are attributable to the "hold over" period.

17.03 Any furniture or other furnishings, equipment or machinery owned by Tenant may be removed from the Leased Premises by Tenant at or prior to the termination of this Lease; however, Tenant, with due diligence and without cost or expense to Landlord, will promptly repair any damage to the Leased Premises caused or occasioned by such removal.

17.04 Any furniture, furnishings or other equipment or machinery which is owned by Tenant and which remains on or within the Leased Premises thirty (30) days after the termination of this Lease will be considered to have been abandoned by Tenant and may be retained by Landlord or disposed of, without accountability, in such manner as Landlord may deem appropriate or desirable. If Landlord subsequently acts to remove such furniture, furnishings, equipment or machinery from the Leased Premises, then, in such event, all of the costs and expenses incurred by Landlord in connection with that removal will constitute additional charges which Tenant is obligated to pay Landlord, under and by virtue of this Lease, within the ten (10) day period which follows Tenant's receipt of an invoice from Landlord describing the costs and expenses which Landlord has incurred.

17.05 At the expiration of the Term, or any earlier termination of this Lease, Tenant will immediately execute and deliver to Landlord any documents requested by Landlord to release and quit claim to Landlord, in writing, the rights, title and interests of Tenant in and to the Leased Premises, and all fixtures, equipment and machinery located in and permanently affixed to the Leased Premises.

ARTICLE 18. JANITORIAL SERVICES

During the Term of this Lease, Landlord will furnish such janitorial and biohazard disposal services as may be required, in the opinion of Landlord, to maintain the Leased Premises in a reasonably clean and orderly condition and to comply with all applicable laws, rules and regulations relating to the disposition of hazardous materials and organisms.

ARTICLE 19. GENERAL PROVISIONS

19.01 Access. Landlord will be allowed reasonable access to the Leased Premises during the Term of this Lease, and Landlord, by a designated agent or representative, may periodically enter the Leased Premises to inspect and repair the Leased Premises, to ascertain whether Tenant is complying with the provisions of this Lease or to show the Leased Premises to prospective tenants. Landlord, in exercising the rights of access which are granted to Landlord by Tenant under this Lease, will exert a reasonable effort to avoid disturbing the use and occupancy of the Leased Premises by Tenant.

19.02 Additional Terms and Conditions. Any other terms and conditions, which are applicable to this Lease, are attached to this Lease as "Exhibit D."

19.03 Alteration of Common Area. Landlord may periodically change the size, location and nature of the Common Area, or otherwise alter the Common Area. Tenant will not be entitled to any compensation or damages or any diminution in or abatement of rent by virtue of that alteration, and such action will not constitute an actual or constructive eviction of Tenant.

19.04 Amendments. No amendment of this Lease will be valid or enforceable unless the amendment is reduced to writing and is then respectively executed and delivered by the Parties.

19.05 Construction. This Lease will be enforced, construed, interpreted and governed, in all respects, by and under the law of the State of Illinois.

19.06 Continuing Legal Compliance. If Landlord determines that any of the terms of this Lease materially violate any state or federal law which, if enforced, would jeopardize the ability of Landlord to continue to participate in the Medicare and the Medicaid health care programs, or in any other federal or state health care programs, or would jeopardize the continued federal tax-exempt status of Landlord, or any entities which are affiliated with Landlord, or would result in the imposition of any excise taxes under federal income tax laws, or would potentially subject Landlord to any civil monetary penalties or criminal prosecution, then the Parties agree to immediately endeavor to renegotiate terms which would result in Landlord being in appropriate legal compliance, in Landlord's opinion. If the Parties are unable to timely agree on such terms, however, Landlord may terminate this Lease by delivering at least a thirty (30) day notice to Tenant.

19.07 Enforcement. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Lease will continue in force and will not be impaired or invalidated by that determination.

19.08 Estoppel Certificates. Tenant, within ten (10) days after receiving a request from Landlord, will execute and deliver to Landlord and Landlord, within ten (10) days after receiving a request from Tenant, will execute and deliver to Tenant a statement, in writing, certifying: (i) that this Lease remains unmodified and in force or, if this Lease has been modified, that this Lease is then in force, as modified, and enumerating such modifications; (ii) the status of the payment of the rent which is due and payable by Tenant under this Lease; (iii) the existence of any alleged default under this Lease by Tenant, or the service of any notice of default by Landlord; and (iv) any other material and relevant factual data or information, relating to this Lease, reasonably requested.

19.09 Name and Pass Keys. Landlord may: (i) change the name of the Menard Office Building without being required to obtain the consent or concurrence of Tenant; and (ii) maintain pass keys to the Leased Premises so that Landlord's access to the Leased Premises is not hindered or restricted.

19.10 No Required Referrals. This Lease, and all of the other contractual or business arrangements, if any, which exist between Landlord and Tenant, or any of the entities which are affiliated with Landlord, are to be strictly interpreted and construed so as to comply with all of the provisions of and the referral restrictions which are contained within the federal statutes and laws which are commonly referred to as the Medicare Fraud and Abuse or the Anti-Kickback Statute and The Ethics in Patient Referrals Act (collectively, the "Stark Laws"), and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting, such statutes and laws, as well as any other state statutes or laws which may be applicable to such arrangements. As a consequence, Tenant is not obligated or required by the provisions of this Lease to refer any patients to Landlord, or any affiliate of Landlord, to obtain or receive any medical diagnosis, care, or treatment from Landlord, or to purchase any health care related services or products from Landlord. Neither Landlord nor Tenant is entering into this Lease with an expectation that such patient referrals will occur or develop between Tenant and Landlord as a consequence of this Lease

19.11 Relationship. No provision contained in this Lease may be construed as creating a relationship of principal and agent, or partnership, or joint venture or any other relationship between the Parties, other than the relationship of landlord and tenant.

19.12 Subordinate Interest. This Lease, and the interest of Tenant in the Leased Premises created by this Lease, is subordinate to the lien of any mortgages or other security agreements which are recorded against the real estate encompassed by the Menard Office Building, and to any advances under such mortgages or security agreements, the interest payable on the indebtedness represented by the mortgages or security agreements and any extensions and modifications of the mortgages or security agreements. Tenant, at the request of Landlord, will periodically execute and deliver any documents which are required by Landlord to evidence and substantiate such subordination.

19.13 Successors. All terms, covenants, agreements and provisions which are contained in this Lease bind and inure to the benefit of the Parties, and their respective successors in interest or assigns.

19.14 Tenant Limitations. Tenant, without the prior consent of Landlord, may not (i) paint, display, inscribe, affix, or attach any sign on the Leased Premises or the Menard Office Building; (ii) operate any equipment or machinery within the Leased Premises so as to create a nuisance or jeopardize, in the opinion of Landlord, the structural integrity of the Menard Office Building; (iii) use the Leased Premises to deliver any laboratory, diagnostic, or therapeutic services which compete with similar services which are being offered by Landlord, or by Memorial Health System, or by any of the entities which are affiliated with either Landlord or Memorial Health System, unless otherwise agreed to by the Parties; (iv) perform abortions or conduct animal medical research within the Leased Premises; (v) install any equipment or machinery within the Leased Premises to compete with any of the laboratory, diagnostic, or therapeutic services which are being delivered by Landlord, or by Memorial Health System, or by any of the entities which are affiliated with either Landlord or Memorial Health System, unless otherwise agreed to by the Parties; or (vi) utilize the name "Memorial" in Tenant's name,

or suggest the existence of any relationship between Tenant and Landlord, Memorial Health System, or any of the entities which are affiliated with either Landlord or Memorial Health System.

19.15 Waiver. No provision of this Lease will be deemed to be waived by Landlord or Tenant unless the waiver is reduced to writing and is then executed by the waiving Party. A prior waiver of any provision contained in this Lease will not constitute a waiver of such provision in the event of any subsequent breach of that provision. The acceptance by Landlord of any rent under this Lease will not constitute a waiver of any preceding breach by Tenant of any provision of this Lease. The payment by Tenant of any rent which is due under this Lease will not constitute a waiver of any preceding breach by Landlord of any provision of this Lease.

ARTICLE 20. REGULATORY COMPLIANCE

20.01 Legislative or Administrative Changes. In the event of the occurrence of a change in any law which affects the relationship between the Parties created by this Lease, or the interpretation of any existing law while this Lease is in force and effect, including, without limitation, Medicare or Medicaid statutes, regulations or Conditions of Participation, the adoption of new legislation or regulations which are deemed by the Parties to be relevant to this Lease, the implementation of a change in payment methodology in any material third-party payor reimbursement system or the initiation of an enforcement action with respect to any applicable law, which then impacts the continuing legality of this Lease, then either Party, by notifying the other Party, may propose an amendment to conform this Lease to such laws. If the Parties, in response to that notice, are unable to agree to an appropriate amendment to this Lease within the ensuing ninety (90) day period, however, then either Party may terminate this Lease by delivering at least a ten (10) day notice to the other Party, unless an earlier termination is required under the applicable law or circumstances.

20.02 Records Access. The Parties agree to allow the Comptroller General of the United States and the Department of Health and Human Services, and their duly authorized representatives, access to this Lease, and the Parties' respective books, documents and records which are related to the rental arrangement between the Parties which is created by this Lease, until the expiration of five (5) years after this Lease terminates. The Parties, in addition, agree that if the value or cost of any work furnished on behalf of either of the Parties, which is related to the Leased Premises and/or the Menard Office Building, by a subcontractor, during any twelve (12) month period, has a value of Ten Thousand Dollars (\$10,000), or more, the Parties will require that such subcontractor sign a similar agreement so that the books, documents and records of that subcontractor are likewise available during the five (5) year period identified in this Lease.

20.03 Tenant's Compliance Representations. Tenant represents to Landlord as follows:

- (i) as of the Execution Date of this Lease, neither Tenant nor any of Tenant's affiliates are excluded from participation in any federal health care program

relating to the provision of items or services where their payment or reimbursement is encompassed by such federal health care programs; and

- (ii) to Tenant's knowledge: (a) the Leased Premises do not exceed the space which is reasonable and necessary to enable Tenant to conduct Tenant's business operations, as defined in this Lease; and (b) the rental charges: (i) are set in advance, (ii) are consistent with fair market rental values in the Petersburg, Illinois, area as of the Execution Date of this Lease, (iii) are not predicated on the volume or value of any referrals or other business which may be generated between the Parties, and do not include any additional charges attributable to the proximity or convenience of Landlord as a potential referral source, and (iv) would be commercially reasonable even if no referrals occurred between Tenant and Landlord or their respective affiliates.

20.04 Landlord's Compliance Representations. Landlord represents to Tenant as follows:

- (i) as of the Execution Date of this Lease, neither Landlord nor any of Landlord's affiliates are excluded from participation in any federal health care program relating to the provision of items or services where their payment or reimbursement is encompassed by such federal health care programs; and
- (ii) to Landlord's knowledge: (a) the rental charges: (i) are set in advance, (ii) are consistent with fair market rental values in the Petersburg, Illinois, area as of the Execution Date of this Lease, (iii) are not predicated on the volume or value of any referrals or other business which may be generated between the Parties, and do not include any additional charges attributable to the proximity or convenience of Landlord as a potential referral source, and (iv) would be commercially reasonable even if no referrals occurred between Tenant and Landlord or their respective affiliates.

In witness whereof, Landlord and Tenant respectively executed and then delivered this Lease, on the Execution Date, in pursuance of the uses and purposes which are described and contained in this Lease.

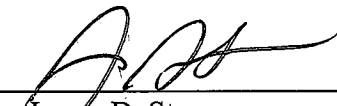
Landlord:

Memorial Physician Services

By: _____
Name: J. Travis Dowell
Title: President

Tenant:

Sangamon County Department of Public Health

By:  _____
Name: James D. Stone
Title: Executive Director

This Document has Been Reviewed by Memorial Health System Legal Counsel Meghan Karhliker	#3396
--	-------

Lease
“Exhibit A”: Diagram of Leased Premises

Lease
“Exhibit B”: Confirmation of Commencement Date

THIS CONFIRMATION AGREEMENT is made and agreed upon as of this _____ day of _____, _____, by and between MEMORIAL PHYSICIAN SERVICES, an Illinois not-for-profit corporation and affiliate of Memorial Health System (the “**Landlord**”), and the SANGAMON COUNTY DEPARTMENT OF PUBLIC HEALTH (the “**Tenant**”).

WITNESSETH:

WHEREAS, Landlord and Tenant have previously entered into that certain Lease dated _____ (the “**Lease**”), covering certain premises located at 1 Centre Drive, in Petersburg, Illinois as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant wish to set forth their agreements as to the commencement of the term of the Lease;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto mutually agree as follows:

1. For the purpose of confirming the establishment of the Term Commencement Date, as required by the provisions of the Lease, Landlord and Tenant hereby agree that:

a. The date of _____, is hereby established as the “**Term Commencement Date**” referred to in the Lease; and

b. The date of _____, is hereby established as the “**Term Expiration Date**” referred to in the Lease.

2. The Rentable Area of the Premises is _____ gross square feet and the Rentable Area of the Building is _____ gross square feet.

3. The construction of the Premises, excluding “punch list” items has been completed to the satisfaction of the Tenant.

4. The Annual Base Rent is \$_____.

5. This Confirmation Agreement and each and all provisions hereof shall inure to the benefit of, or bind, as the case may require, the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first written above.

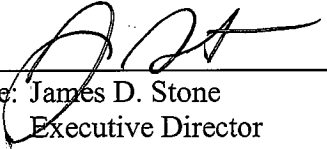
Landlord:

Memorial Physician Services

By: _____
Name: J. Travis Dowell
Title: President

Tenant:

Sangamon County Department of Public Health

By:  _____
Name: James D. Stone
Its: Executive Director

Lease
“Exhibit C”: Rules and Regulations

1. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Office Building, any persons occupying, using, or entering the Office Building, or any equipment, furnishings, or contents of the Building. Tenant will comply with Landlord's reasonable requirements relative to such systems and procedures.

2. The sidewalks, halls, passages, exits, entrances, elevators, and stairways of the Office Building will not be obstructed by any tenants or used by any of them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits, entrances, elevators, escalators, and stairways are not for the general public, and Landlord will in all cases retain the right to control and prevent access to such halls, passages, exits, entrances, elevators and stairways of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Office Building and its tenants; however, nothing contained in these rules and regulations will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no employee or invitee of any tenant will go upon the roof of the Office Building. No tenant will be permitted to place or install any object (including, without limitation, radio and television antenna, loud speakers, sound amplifiers, microwave dishes, solar devices, or similar devices) on the exterior of the Office Building or on the roof of the Office Building except as designated in the lease.

3. Other than draperies expressly permitted by Landlord and Office Building standard mini-blinds, no curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations will be attached to, hung or placed in, or used in connection with any window of the Office Building or the Premises.

4. The sashes, sash doors, skylights, windows, heating, ventilating, and air conditioning vents and doors that reflect or admit light and air into the halls, passageways or other public places in the Office Building will not be covered or obstructed by any tenant.

5. No show cases or other articles will be put in front of or affixed to any part of the exterior of the Office Building, nor placed in the public halls, corridors, or vestibules without the prior written consent of Landlord.

6. No tenant will permit the Premises to be used for any immoral or illegal purpose. No tenant will use or permit the use of the Premises in any manner which involves the unusual risk of injury to any person. No cooking will be done or permitted by any tenant on the Premises, except in areas of the Premises that are specially constructed for cooking and except that use by the Tenant of Underwriters' Laboratory approved equipment such as microwave oven or equipment for brewing coffee, tea, hot chocolate, and similar beverages will be permitted, provided that such use is in accordance with all applicable federal, state, and city laws, codes, ordinances, rules and regulations.

7. No tenant will employ any person or persons other than the cleaning service of Landlord for the purpose of cleaning the Premises, unless otherwise agreed to by Landlord in writing. Except with the written consent of Landlord, no person or persons other than those approved by Landlord will be permitted to enter the Office Building for the purpose of cleaning it. No tenant will cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness. If Tenant's actions result in any increased expense for any required cleaning, Landlord reserves the right to assess Tenant for such expenses.

8. The toilet rooms, toilets, urinals, wash bowls, and other plumbing fixtures will not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other foreign substances will be thrown in such plumbing fixtures. All damages resulting from any misuse of the fixtures will be borne by the tenant who, or whose servants, employees, agents, visitors, or licensees, caused the same.

9. No tenant will in any way deface any part of the Premises or the Office Building of which they form a part. Without the prior written consent of Landlord, no tenant will lay linoleum, or other similar floor covering, so that the same will come in direct contact with the floor of the Premises. If linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt will be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited. In those portions of the Premises in which carpet has been provided directly or indirectly by Landlord, Tenant will at its own expense install and maintain pads to protect the carpet under all furniture having casters other than carpet casters.

10. No tenant will alter, change, replace, or rekey any lock, or install a new lock on any door of the Premises. Landlord, its agents, or employees will retain a pass (master) key to all door locks on the Premises. Any new door locks required by Tenant or any change in keying of existing locks will be installed or changed by Landlord following Tenant's written request to Landlord and will be at Tenant's expense. All new locks and rekeyed locks will remain operable by Landlord's pass (master) key. Landlord will furnish each tenant, free of charge, with two (2) keys to each door lock on the Premises. Landlord will have the right to collect a reasonable charge for additional keys requested by any tenant. Each tenant, upon termination of its tenancy, will deliver to Landlord all keys for the Premises and Office Building which have been furnished to such tenant.

11. No tenant will use or keep in the Premises or the Office Building any kerosene, gasoline, or inflammable or combustible or explosive fluid or material or chemical substance, other than limited quantities of such materials or substances reasonably necessary for the operation or maintenance of office equipment or limited quantities of cleaning fluids and solvents required in Tenant's normal operations in the Premises. Without Landlord's prior written approval, no tenant will use any method of heating or air conditioning other than that supplied by Landlord. No tenant will use or keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Office Building by reason of noise, odors or vibrations, or interfere in any way with other tenants or those having business in the Office Building.

12. Landlord will have the right to prohibit any advertising by Tenant mentioning the Office Building, which, in Landlord's reasonable opinion, tends to impair the reputation of the Office Building or its desirability as a Office Building for health care offices, and upon written notice from Landlord, Tenant will refrain from or discontinue such advertising.

13. Each tenant will store all its trash and garbage within its premises. No material will be placed in the trash boxes or receptacles if such material may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal will be made only through entryways and elevators provided for such purposes and at such times as Landlord designates. Removal of any furniture or furnishings, large equipment, packing crates, packing materials, and boxes will be the responsibility of each tenant. Such items may not be disposed of in the Office Building trash receptacles, nor will they be removed by the Office Building's janitorial service, except at Landlord's sole option and at the Tenant's expense. No furniture, appliances, equipment, or flammable products of any type may be disposed of in the Office Building trash receptacles without Landlord's permission.

14. Canvassing, peddling, soliciting, and distribution of handbills or any other written materials in the Office Building are prohibited, and each tenant will cooperate to prevent the same.

15. Tenant will see that the doors of the Premises are closed and locked and that all water faucets, water apparatus, and utilities are shut off before Tenant or Tenant's employees leave the Premises, so as to prevent waste or damage, and for any default or carelessness in this regard Tenant will make good all injuries sustained by other tenants or occupants of the Office Building or by Landlord.

16. Tenant will not conduct itself in any manner that is inconsistent with the character of the Office Building as a first quality Office Building or that will impair the comfort and convenience of other tenants in the Office Building.

17. Neither Landlord nor any operator of the parking areas within the Leased Premises, as the same are designated and modified by Landlord, in its sole discretion, from time to time (the "parking areas"), will be liable for loss of or damage to any vehicle or any contents

of such vehicle or accessories to any such vehicle, or any property left in any of the parking areas, resulting from fire, theft, vandalism, accident, conduct of other users of the parking areas and other persons, or any other casualty or cause. Further, Tenant understands and agrees that: (a) Landlord will not be obligated to provide any traffic control, security protection, or operator for the parking areas; and (b) Tenant uses the parking areas at its own risk.

18. Tenant (including tenant's employees, agents, invitees, and visitors) will use the parking areas solely for the purpose of parking passenger cars, small vans, and small trucks and will comply in all respects with any rules and regulations that may be promulgated by Landlord from time to time with respect to the parking areas. The parking areas may be used by Tenant, its agents, or employees for occasional overnight parking of vehicles. Tenant will ensure that any Tenant vehicle parked in any of the parking areas will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline. If any of the parking areas are at any time used (a) for any purpose other than parking as provided above; (b) in any way or manner reasonably objectionable to Landlord; or (c) by Tenant after default by Tenant under the Lease, Landlord, in addition to any other rights otherwise available to Landlord, may consider such default an event of default under the Lease.

19. Tenant's right to use the parking areas will be in common with other tenants of the Leased Premises and with other parties permitted by landlord to use the parking areas. Landlord reserves the right to assign and reassign, from time to time, particular parking spaces for use by persons selected by Landlord, provided that Tenant's rights under the Lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces (if any), nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as: RESERVED, HANDICAPPED, VISITORS ONLY, LIMITED TIME PARKING, or similar designation.

20. Tenant has no right to assign or sublicense any of its rights in the parking areas.

21. Landlord retains and reserves all of the rights, and the prerogative and the authority, to determine and prescribe the nature and form of the technology which will be installed, operated or utilized in the Office Building during the Term of this Lease. The term "technology," when applied in the context of this Lease, means and encompasses all types of radio frequency equipment, including, without, however, being specifically limited to, transmitters and receivers, wireless telephones and other instruments of communication, paging systems and any other equipment, whether currently existing or subsequently developed during the Term of this Lease, which, in Landlord's judgment and opinion, could potentially hamper, impair or otherwise interfere with the functioning of any of the equipment or medical devices which are located in the Office Building.

22. The Tenant agrees the Office Building, including the Premises, be maintained as a smoke-free environment.

23. No act or thing done or omitted to be done by Landlord or Landlord's agent during the term of the lease in connection with the enforcement of these rules and regulations will constitute an eviction by Landlord of any tenant, nor will it be deemed an acceptance of

surrender of the Premises by any tenant, and no agreement to accept such termination or surrender will be valid unless in writing signed by Landlord. The delivery of keys to any employee or agent of landlord will not operate as a termination of the lease or a surrender of the Premises unless such delivery of keys is done in connection with a written instrument executed by Landlord approving the termination or surrender.

24. In these rules and regulations, Tenant includes the employees, agents, invitees, and licensees of Tenant and others permitted by Tenant to use or occupy the Premises.

25. These rules and regulations are in addition to, and will not be construed to modify or amend, in whole or in part, the terms, covenants, agreements, and conditions of the Lease.

Lease
“Exhibit D”: Additional Terms and Conditions