

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this "Lease") is entered into as of date of the last party to sign hereon by and between **Dialysis Clinic, Inc.** ("Tenant"), a Tennessee non-profit corporation having its principal place of business at 1633 Church Street, Suite 500, Nashville, Tennessee 37203 and **Cooper County** ("Landlord"), a Missouri government entity having its principal place of business at 200 Main Street, Boonville, Missouri 65233. The parties agree:

1. **Leased Premises:** Upon the terms and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real property located at 16895 Rankin Mill Lane, Boonville, Missouri 65233, and the improvements built thereon ("Landlord's Property") including a "Building" consisting of approximately five thousand four hundred fifty (5,450) rentable square feet of space (the "Leased Premises"), further detailed in the floor plan attached hereto as Exhibit A and incorporated by reference. Landlord also grants to Tenant, its employees, agents and invitees an exclusive right or license to use the parking lot, sidewalks, and other paved areas for parking and access to and from the Building and servicing the Leased Premises. Prior to execution of this Lease, the parties agree that they have been afforded sufficient time to measure or conduct other due diligence related to the actual square footage of the Building. Accordingly, the parties agree that if either party later discovers a discrepancy in the square footage, plus or minus, that is different from the provisions of this Lease, the respective party waives any and all rights to claim against the other party.

### **2. Lease Term:**

(a) The "Initial Term" of this Lease commences on the date on which this Lease is fully executed ("Commencement Date") and expires on the day before the sixth anniversary of the Commencement Date.

(b) Provided that Tenant is not in default under this Lease, then Tenant will have the option to renew this Lease for an additional five (5) years at the expiration of the Initial Term and again at the expiration of the first renewal term for a total of two (2) five (5) year optional renewal terms (each, a "Renewal Term" and, collectively, "Renewal Terms"). All of the terms and conditions of this Lease will apply during the Renewal Terms except that Tenant will pay adjusted rent, as applicable, in accordance with Section 4 of this Lease. To exercise this option to renew, Tenant will notify Landlord of its intention in writing at least sixty (60) days prior to the expiration of the Initial Term or first Renewal Term.

(c) The Initial Term and any Renewal Terms may also be collectively referred to herein as the "Lease Term."

3. **Rent:** During the Initial Term, the total rent due hereunder is Seventy-Eight Thousand and 00/100 Dollars (\$78,000.00) per year payable monthly in the amount of Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00) per month in advance on or before the first day of each month. Tenant will tender monthly rent to Landlord at the following address or at such other place as Landlord may designate upon prior written notice to Tenant: Cooper County; 200 Main Street; Room 24; Boonville, MO 65233; Attn: Residing Commissioner. In the event that Tenant has not paid the monthly rental amount within fifteen (15) days of its due date, then Tenant agrees to pay a late charge of Fifty Dollars & 00/100 (\$50.00) plus interest of five percent (5%) per month on the delinquent amount.

4. **Rent Adjustment Process:** The rent will be adjusted at the start of each Renewal Term to reflect increases, if any, of the "Consumer Price Index" (as defined herein) for the five (5) year period immediately thereto, but in no instance will any single rent increase exceed three percent (3%) nor will the rent be adjusted downward to an amount less than the monthly amount paid during the prior term. The above-described adjustment will apply at the beginning of each Renewal Term and is a one-time rental adjustment, and, once adjusted, the rent will remain consistent throughout the balance of

the then-current term. "Consumer Price Index" is defined as the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, published by the United States Department of Labor on its website at <http://www.bls.gov.cpi>. If publication of the CPI-U ceases, or if the CPI-U otherwise becomes unavailable or is altered in a way as to be unusable, the parties will agree on the use of an appropriate substitute index published by the Bureau or any successor agency.

**5. Obligation to Pay Rent and Partial Months:** Tenant's obligation to pay rent will begin on the Commencement Date. Tenant's monthly rent will be prorated for any partial months in the Lease Term.

**6. Use:** Tenant will use the Leased Premises for operation of a dialysis clinic and related medical professional offices. Tenant may use the Leased Premises for any other lawful purpose with Landlord's consent which will not be unreasonably withheld.

**7. Uses Prohibited:** Tenant will not use the Leased Premises for any purpose in violation of law or that would directly cause an increase (above normal and customary insurance rate increases) in or cancellation of Landlord's policies of insurance covering the . Tenant will not commit any waste or nuisance to or within the Leased Premises.

**8. Assignment and Subletting:** Tenant will not assign this Lease or sublet any portion of the Leased Premises without the prior written consent of Landlord which consent Landlord will not unreasonably withhold. Landlord will inform Tenant of Landlord's consent or rejection to any requested assignment/sublet within ten (10) days of Landlord's receipt of Tenant's request. Except that Tenant may from time to time enter into sublease or license arrangements with its associated physicians for use of examination room space within the Leased Premises. Tenant will furnish Landlord a copy of any sublease or license to its associated physicians, and such sublease or license will be subject to this original Lease. Any assignment or sublease in violation of this provision is void, and Landlord, at its option, may terminate this Lease.

**9. Ordinances and Statutes:** Landlord and Tenant will comply with all statutes, ordinances or other laws pertaining to the Leased Premises, Landlord's Property and/or affecting the use of the property.

**10. Maintenance and Repair:**

(a) Tenant will, at Tenant's expense, be responsible for all minor repair of the interior of the Building, including telephones and light bulb replacement. Tenant will be responsible for maintaining the fire detectors and the fire extinguishers in the Leased Premises.

(b) Landlord will, at Landlord's expense, be responsible for maintenance and repair of the exterior and structure of the Building and the Leased Premises, including the roof, outside windows, glass, doors, grounds and parking lot maintenance. Landlord will, at Landlord's expense, be responsible for maintenance and repair of the heating, cooling, plumbing, and electrical systems servicing the Leased Premises, provided, however, that Tenant replaces heating/cooling system filters approximately every thirty (30) days with filters to be provided by Landlord at Landlord's expense.

(c) Landlord will attend to emergency repairs as soon as possible with all reasonable diligence. With respect to non-emergency repairs, Landlord will make such repairs within thirty (30) days after notice from Tenant to Landlord specifying such needed repair, or, if such repair is of such a nature that Landlord cannot reasonably repair the same within such thirty (30) day period, Landlord will commence promptly to repair the same and to prosecute such repair to completion with diligence and continuity. If Landlord fails to fulfill its maintenance and repair duties, Tenant may, at Tenant's option, arrange for such maintenance and repairs and Landlord agrees to reimburse Tenant for any amount paid by Tenant in so doing. If Landlord fails to timely reimburse Tenant for any amount paid by Tenant, this amount may be deducted by Tenant from Tenant's next or any succeeding rent payment due hereunder.

(d) Notwithstanding the foregoing, Tenant will, at Tenant's expense, be responsible for the repair of any damage to the Leased Premises which is directly caused by the gross negligence or recklessness of Tenant or Tenant's agents or employees.

**11. Entry and Inspection:** Tenant will permit Landlord to inspect the Leased



Premises upon reasonable advance notice to Tenant. Within ninety (90) days of the expiration of the Lease Term, Tenant will allow Landlord to post signage advertising the future availability of the Leased Premises.

**12. Alterations, Additions, Improvements, and Trade Fixtures:** Tenant will not make any alterations, installations, improvements or additions, structural or non-structural (collectively "Improvements"), in and to the Leased Premises or the Building, without first procuring the written consent of Landlord, which will not be unreasonably withheld by Landlord. Landlord will inform Tenant of Landlord's consent or rejection to any of Tenant's planned Improvements within ten (10) days of Landlord's receipt of Tenant's plans. Except for personal property and trade fixture installations by Tenant, any Improvements made by Tenant in or to the Leased Premises or the Building will become the property of Landlord upon expiration or earlier termination of this Lease for any cause whatsoever. Trade fixtures include, but are not limited to, Tenant's dialysis machines and equipment.

**13. Quiet Enjoyment:** Subject only to the performance by Tenant of the terms, covenants and conditions of this Lease on the part of Tenant to be kept and performed, and the terms of any mortgages to which this Lease is now or hereafter subordinate, Landlord warrants and represents that Tenant will have the quiet and peaceable possession and enjoyment of the Leased Premises for the purposes demised and every part thereof, without any hindrance or disturbance whatsoever throughout the Lease Term.

**14. Indemnification:** Landlord and Tenant agree to indemnify and hold each other harmless from all claims, damages, liabilities, judgments, including reasonable attorney fees, which the other party may incur in connection with the negligent or reckless acts or negligent or reckless omissions of the other party or their agents and/or employees. This indemnification clause specifically includes Tenant's obligations under Section 18 of this Lease.

**15. Insurance:** Landlord and Tenant will carry and maintain general liability insurance with policy limits of not less than One Million Dollars & 00/100 (\$1,000,000.00) per occurrence and Three Million & 00/100 (\$3,000,000.00) in the aggregate. Landlord and Tenant will name each other as additional insureds on the respective general liability policies pertaining to their respective interests in the leasehold estate. Either party will provide to each other proof of insurance to the other party upon the other party's reasonable request. Landlord will maintain fire and other hazard insurance covering one hundred percent (100%) replacement costs of Leased Premises; provided that Landlord will not be obligated to insure any trade fixtures or personal property that Tenant may have placed upon the Leased Premises.

**16. Utilities and Services:**

(a) Tenant will arrange and pay for all utility services (e.g., electricity, gas, water and sewer, telephone, cable and internet) provided to the Leased Premises. Tenant will arrange and pay for the provision of trash removal (including medical and hazardous waste removal) services and janitorial services to the Leased Premises.

(b) Landlord will arrange and pay for the provision of grounds and lawn care services and snow removal services to the Leased Premises.

**17. Destruction of Building:** In the event of the partial destruction of the Leased Premises, from any cause, Landlord will forthwith repair the Building, provided that such repairs can and are made within sixty (60) days under existing governmental laws and regulations, but such partial destruction will not terminate this Lease, except that Tenant will not pay rent while Landlord makes the repairs. If the repairs may not be made within sixty (60) days, then Tenant, at its sole option, may terminate this Lease or agree with Landlord to allow this Lease to continue in exchange for an abatement of rent while Landlord makes repairs.

**18. Medical and Hazardous Waste:** Tenant will dispose of all medical and hazardous waste in accordance with local, state and federal law. Tenant will be solely responsible for the cost of such disposal.

**19. Insolvency:** Tenant's insolvency, evidenced via bankruptcy, appointment of a receiver or general assignment for the benefit of creditors, will constitute a breach of this Lease.

**20. Remedies in the Event of Default or Breach:** In the event Landlord materially breaches any obligation delegated to it per this Lease, then Tenant may terminate this Lease and recover damages allowed by law. In the event that Tenant materially breaches any obligation delegated to it per this Lease, then Landlord, at its option, may terminate this Lease and recover from Tenant: (a) unpaid rent earned at the time of termination; (b) rent that would have become due after the date of termination until such time as Landlord should have been reasonably expected to have relet the Building or otherwise reasonably mitigated Landlord's damages; and, (c) any other damages allowed by law as reasonable expenses. Alternatively, Landlord may continue this Lease in effect, as long as Landlord does not terminate Tenant's right of possession, and Landlord may enforce all its rights and remedies under the Lease, including the right to recover rent as it becomes due under the Lease. Nothing contained herein will be deemed to limit the parties' other rights and remedies per law.

**21. Confidential Information:** During the Lease Term, Landlord may be exposed to, have access to and become acquainted with certain confidential information, consisting of business accounts, confidential financial information, clinical protocols developed by DCI, and patient healthcare information or any other records of DCI (the "Confidential Information"). This Confidential Information is owned exclusively by DCI, used in the operation of its business and is secret, confidential and proprietary to DCI. The parties hereto will maintain the confidentiality of all patient medical records and individually identifiable health information except as required by law or consented to by the applicable patient. During and after the Lease Term, Landlord will not divulge any of the Confidential Information to any other person or entity or use the Confidential Information for its own benefit or for the benefit of any other person or entity, without the prior written consent of DCI, which may be withheld in its sole discretion.

**22. Notices:** All notices, consents, waivers and other communications required or permitted by this Lease will be in writing and will be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other party):

If to Landlord:

Cooper County  
200 Main Street, Room 24  
Boonville, MO 65233

Attn: Presiding Commissioner

If to Tenant:

Dialysis Clinic, Inc.  
1633 Church Street, Suite 500  
Nashville, TN 37203  
Attn: President

With a copy to:

Dialysis Clinic, Inc.  
3300 Lemone Boulevard  
Columbia, MO 65201  
Attn: Administrator

**23. Attorney Fees and Costs:** If either party to this Lease will bring any action to enforce any provisions of this Lease, the prevailing party in such action will be entitled to recover all reasonably incurred costs and expenses, including reasonable attorneys' fees, incurred by such party in connection with such action.

**24. Waiver:** Any waiver of any term, covenant or condition of this Lease by any party hereto will not be effective unless set forth in writing signed by the party granting such waiver, and in no event will any such waiver be deemed to be a waiver of any other term, covenant or condition of this Lease, whether or not similar, or to be a continuing



waiver.

**25. Hold-Over Tenancy:** Any holdover after the expiration of this Lease, with the consent of Landlord, will become a month-to-month tenancy.

**26. Heirs, Assigns and Successors:** This Lease is binding upon and inures to the benefit of lawful heirs, assigns and successors.

**27. Sale of Landlord's Property:** If Landlord sells all or any portion of Landlord's Property during the Lease Term, Tenant's rights and duties hereunder will not be affected so long as Tenant is in good standing under the Lease at the time of the sale. Any buyer will be required to honor the terms and conditions of this Lease as a condition of its purchase of any interest in Landlord's Property. Upon Landlord's sale or transfer of its entire interest in Landlord's Property, Landlord will be released from all further liability under this Lease accruing subsequent to such sale, if the party acquiring such interest in Landlord's Property has assumed explicitly in writing the obligations of the Landlord under this Lease accruing subsequent to such sale.

**28. Taxes:** Landlord will pay all real estate taxes assessed against the Leased Premises. Tenant will pay all personal property taxes assessed against Tenant's personal property located on or about the Leased Premises.

**29. Estoppel Certificate:** In the event that Landlord requests an estoppel certificate certifying to its creditors or potential creditors that this Lease is in full force, unmodified and that the parties are not in breach thereof, then Tenant will cooperate to sign and deliver any such reasonable estoppel certificate to Landlord or his/her/its designee within twenty (20) days of Tenant's receipt of such request. In exchange for Tenant executing an estoppel certificate on Landlord's behalf and to the benefit of Landlord's creditor(s), Landlord and Landlord's creditor(s) will agree in writing within the estoppel certificate to not disturb Tenant's possession and quiet enjoyment of the Leased Premises so long as Tenant is not in default under the Lease.

**30. Brokerage or Management Fees:** Landlord will pay all real estate brokerage or management fees, if any, associated with the Leased Premises and/or Landlord's Property.

**31. Approval for Tenant's Business Operation:** Tenant, at its own expense, will obtain and maintain all necessary permits, licenses, and governmental approvals for the operation of an outpatient dialysis clinic, including but not limited to proper zoning of the Leased Premises. If Tenant is not able to obtain or maintain any and all such permits, licenses, and approvals for the operation of such facility, Tenant, at its option, may elect to (a) continue under this Lease, or (b) terminate this Lease by providing no less than thirty (30) days prior written notice of such "Early Termination Date" to Landlord, in which event this Lease will terminate as of the Early Termination Date with no further liability on either party, provided, however, that Tenant will notify Landlord, in writing, of any inability to obtain such permits, licenses, and governmental approvals.

**32. Condition at Termination:** Upon the expiration or within thirty (30) days after the earlier termination of this Lease, Tenant will deliver the Leased Premises to Landlord in the same condition as when delivered to Tenant with the exception of reasonable wear and tear, damage by casualty or condemnation, and alterations, additions or improvements required to be left in place in accordance with Section 12 of this Lease. Tenant will not be required to remove any special plumbing or electrical wiring installed for Tenant's operations.

**33. Choice of Law:** This Lease will be governed by and construed in accordance with the laws of the State of Missouri without regard to its choice of law provisions.

**34. General Provisions:**

(a) Section headings are inserted herein solely for the purpose of convenience of reference and will not be construed as part of this Lease.

(b) The parties hereto agree to execute such other documents and to take such further actions as may be reasonably necessary or appropriate in order to carry out the purposes of this Lease.

(c) If it is determined that any part of this Lease is in violation of applicable law,

then the parties agree to negotiate in good faith to amend the Lease, to the extent possible consistent with its purposes, to conform to the law.

(d) This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission will constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile will be deemed to be their original signatures for all purposes.

(e) This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings and agreements.

(f) This Lease may be modified or amended by the parties hereto at any time, but only by a written instrument executed by both of the parties hereto.

(g) Each party agrees to execute, at the request of the other, a memorandum of this Lease to be recorded at the expense of the party requesting it.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the signature date of the latter party to sign below.

TENANT:

LANDLORD:

DIALYSIS CLINIC, INC. COOPER COUNTY

By: 

By: 

Its: CFO/Treasurer

Its: Don Baragary  
presiding Commissioner

Date: 9/18/2020

Date: 9/17/2020

EXHIBIT A

See attached floor plan of the Leased Premises.

