TO: Members of the County Council  
Steve Ehlmann, County Executive

CC: Donna Vogt, Executive Assistant to the County Council  
Joann Leykam, Director of Administration  
John Greifzu, Assistant Director of Administration  
John Watson, County Counselor

FROM: Christine Ramsdell, Director of Facilities Management

DATE: July 9, 2020

SUBJECT: Temporary Lease agreement for the Health Building Project

As part of the overall Health Building COVID prevention renovation project, we are required to relocate all staff from the building to meet the expedited schedule to meet the December 30, 2020 completion date.

It was determined in early June that a temporary location needed to be leased since the County did not have vacant space to accommodate the staff that need to be moved. Temporary leased space is difficult to find since landlords do not want to lose an opportunity to lease for a longer term in favor of the short 6-month duration that the County requires. After searching available property and determining sites that are agreeable to a temporary lease option, only two sites were available. We toured both sites, but one was quickly eliminated since it was not suitable. The landlord was unaware of the poor condition of the building. Fortunately, the location at 1551 Wall Street, currently leased by SSM, works well to accommodate both clinical needs as well as staffing requirement. Additionally, the space has a significant number of existing furnishings included that will allow the County to move-in without any changes. The County does not require the full leased space to be sublet, but a portion of the floor to help control cost.

SSM is willing to sublease a portion of their space to the County and I am seeking Council approval to enter into the attached agreement. The lease costs for the temporary space will be covered under the CARES Act funding.
SUBLEASE TO MEDICAL OFFICE LEASE
1551 Wall Street, St. Charles, MO
SSM Health St. Joseph Hospital – St. Charles

This SUBLEASE TO MEDICAL OFFICE LEASE ("Sublease") is effective July 15, 2020 ("Effective Date") between SSM Health Care St. Louis, a Missouri nonprofit corporation, owning and operating, SSM Care Management Company ("SUBLESSOR") and St. Charles County, Missouri ("SUBTENANT").

WHEREAS, SUBLESSOR is the tenant under a Lease for Office Space dated September 11, 2003, as subsequently amended 6 ("Prime Lease"); and

WHEREAS, SUBTENANT wishes to sublease from SUBLESSOR a portion of the Premises leased by SUBLESSOR under the Medical Office Lease which portion consists of approximately 11,119 rentable square feet of floor area, located on the 3rd floor, which is depicted on Exhibit A, attached hereto and made a part hereof ("Sublease Premises").

THEREFORE, it is understood and agreed upon by the parties as follows:

1. **Sublease of Premises: Use.**

   SUBTENANT hereby subleases from SUBLESSOR the Sublease Premises. SUBTENANT shall use the Sublease Premises only for the uses allowed in the Prime Lease identified in Exhibit B. Along with the Sublease Premises, SUBTENANT shall have the non-exclusive right and license, along with other occupants and users of the of the Sublease Premises, to use certain shared areas within the Sublease Premises, which shared areas are generally depicted on Exhibit A ("Shared Areas").

   SUBTENANT shall not perform or permit on or in the Sublease Premises or parking lot, any COVID-19 testing or lab work. If SUBTENANT performs or premises COVID-19 testing or lab work, SUBLESSOR may require SUBTENANT to cease such testing and lab work immediately and terminate this Sublease immediately. SUBTENANT shall indemnify and hold SUBLESSOR harmless from any claims related to its failure to adhere to the requirements of this section.

2. **Term.**

   The term of this Sublease shall commence on the Effective Date and shall expire December 31, 2020.

3. **Rent.**

   During the Term of this Sublease, SUBTENANT shall pay to SUBLESSOR rent in the amount of Sixteen Thousand Six Hundred Seventy-Eight and 50/100 Dollars ($16,678.50) per month during the term of this Sublease ("Gross Rent").

   In addition, SUBTENANT shall pay an additional fee for afterhours HVAC service, as described in the Prime Lease. The additional fee shall equal the amount of Twenty-Five and 00/100 Dollars ($25.00) per hour, for a minimum of three (3) hours.

   In addition, SUBTENANT shall pay an additional fee for weekend snow removal. MMC SCC OMT Holdings, LLC ("Prime Landlord") shall provide snow removal service on weekends if
requested by the SUBTENANT. The additional fee for snow removal shall be billed by the Prime Landlord to the SUBTENANT.

4. **Obligations of SUBTENANT.**

This Sublease is subject to and subordinate to all the terms and conditions of the Prime Lease and the terms of the Prime Lease are hereby expressly incorporated as part of this Sublease. SUBTENANT shall not perform, or permit on or in the Sublease Premises, any act or omission which would violate any term or condition of the Prime Lease or be cause for termination of the Prime Lease by Prime Landlord. SUBTENANT shall perform all of the obligations of tenant under the Prime Lease with respect to the Sublease Premises as if SUBTENANT were the tenant under the Prime Lease and SUBLESSOR was the landlord under the Prime Lease including, without limitation, paying the cost of all utilities, and all maintenance, repairs, and replacements, to the extent SUBLESSOR is obligated to perform the same with respect to the Sublease Premises under the Prime Lease. If SUBTENANT fails to comply with the terms of the Prime Lease, or the terms of this Sublease, SUBLESSOR shall be entitled to all of the remedies granted to Prime Landlord in the Prime Lease, together with any other rights SUBLESSOR might otherwise have and all rights and remedies available at law or in equity. All provisions in the Prime Lease dealing with indemnity and liability shall be applicable as between SUBLESSOR and SUBTENANT. SUBTENANT shall name SUBLESSOR, Prime Landlord, Prime Landlord’s managing agent and lender and other parties required to be named under the Prime Lease as named insured in the insurance policies it is required to obtain pursuant to Section 11 hereof.

5. **Quiet Enjoyment.**

So long as SUBTENANT is not in default in the performance of its covenants and agreements in this Sublease, SUBTENANT’s quiet and peaceable enjoyment of the Sublease Premises shall not be disturbed or interfered with by SUBLESSOR or by any person claiming by, through or under SUBLESSOR.

6. **Prime Landlord Obligations.**

SUBLESSOR shall not be obligated to perform, nor does it guarantee the performance of Prime Landlord’s duties under the Prime Lease. SUBTENANT agrees that SUBLESSOR’s only obligation in such event will be to join with SUBTENANT, at SUBTENANT’s expense, in making demand on Prime Landlord to fulfill its obligation under the Prime Lease. In no event shall SUBTENANT be allowed any abatement or diminution of Rent under this Sublease because of Prime Landlord’s failure to perform any of its obligations under the Prime Lease, unless SUBLESSOR is likewise allowed an abatement or diminution of rent under the Prime Lease.

7. **Assignment or Subletting.**

SUBTENANT shall not assign this Sublease or any interest under it or further sublet the Sublease Premises or any part thereof without the prior written consent of SUBLESSOR. No assignment or subletting shall relieve SUBTENANT from SUBTENANT’s obligations and agreements hereunder and SUBTENANT shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been made.
8. **Condition of Sublease Premises.**

SUBTENANT accepts the Sublease Premises in its current condition on the date of this Sublease AS IS, WHERE IS AND WITH ALL FAULTS BOTH LATENT AND PATENT and hereby waives any claim now existing or hereafter arising relating to, or arising out of, the condition of the Sublease Premises. SUBTENANT acknowledges and agrees that neither SUBLESSOR nor Prime Landlord has undertaken any obligation to make or agreed to make any alteration or improvements to the Sublease Premises for SUBTENANT’s use or occupancy. SUBTENANT shall, at all times, at SUBTENANT’s sole cost and expense keep the Sublease Premises in good condition and repair. SUBTENANT shall, at all times, at its own expense comply with all laws and ordinances of all governmental authorities applicable to the Sublease Premises or to SUBTENANT’s particular use thereof. SUBTENANT shall not erect or hang any signs or alter or improve the Sublease Premises in any way without first obtaining the written consent of SUBLESSOR, which consent may be withheld at SUBLESSOR’s discretion. SUBTENANT shall be solely responsible for the installation, maintenance and removal of its own telephone and computer systems.

9. **Ownership of Personal Property.**

Except as otherwise specified in the Prime Lease, all articles of personal property and all business and trade fixtures, machinery and equipment, furniture and movable partitions installed by SUBTENANT shall remain the property of SUBTENANT and shall be removed by SUBTENANT at the expiration or other termination of this Sublease. SUBTENANT shall, at its own cost and expense, promptly repair any damage to the Sublease Premises caused by such removal.

SUBTENANT shall use some of SUBLESSOR’s furniture during the Sublease. SUBTENANT shall, at its own cost and expense, promptly repair any damage to the furniture prior to the expiration or other termination of this Sublease. This furniture shall remain the property of SUBLESSOR and shall remain in the Sublease Premises after the expiration or other termination of this Sublease.

10. **Insurance.**

SUBTENANT shall, unless SUBLESSOR otherwise consents in writing, procure and maintain, at its own cost and expense, such liability insurance as is required to be carried by SUBLESSOR under the Prime Lease, naming SUBLESSOR, as well as Prime Landlord, and any other required parties in the manner required therein, and such property insurance as is required to be carried by SUBLESSOR under the Prime Lease. If the Prime Lease requires SUBLESSOR to insure leasehold improvements or alterations, then SUBTENANT shall, unless SUBLESSOR otherwise consents in writing, insure such leasehold improvements in the Sublease Premises, as well any alterations in the Sublease Premises made by SUBTENANT. SUBTENANT shall furnish to SUBLESSOR a certificate of SUBTENANT’s insurance, with the Prime Landlord, MMC SCC OMT Holdings, LLC, c/o DCM Group, 8300 Eager Road, Suite 601, St. Louis, MO 63144, listed as an additional insured on the Certificate of Insurance required hereunder not later than the day of SUBTENANT’s taking possession of the Sublease Premises. Each party hereby waives claims against the other for property damage to the extent such party maintains insurance coverage covering such claims, provided such waiver shall not invalidate the waiving party’s property insurance and each party shall attempt to obtain from its insurance carrier a waiver of its right of subrogation. SUBTENANT hereby waives claims against SUBLESSOR for property damage to the Sublease Premises or its contents if and to the extent that SUBLESSOR waives such claims against Prime Landlord under the Prime Lease. SUBTENANT agrees to obtain, for the benefit of Prime Landlord and
SUBLESSOR, such waivers of subrogation rights from its insurer as are required of SUBLESSOR under the Prime Lease.

11. **Indemnities.**

SUBTENANT shall not do or permit anything to be done that would be a breach of or default under the Prime Lease or that would cause the Prime Lease to be terminated or forfeited. SUBTENANT shall indemnify, defend and hold SUBLESSOR harmless from and against any and all claims, demands, losses, damages, and reasonable costs and expenses arising out of or relating to SUBTENANT’s breach of or default under this Sublease or its use or occupancy hereunder or any occurrence or event on the Sublease Premises during the term hereof. In addition, SUBTENANT shall indemnify SUBLESSOR and hold SUBLESSOR harmless from all losses, damages, liabilities and expenses that SUBLESSOR incurs or for which SUBLESSOR may be liable to Prime Landlord arising from the acts or omissions of SUBTENANT that are the subject matter of any indemnity or hold harmless of SUBLESSOR to Prime Landlord under the Prime Lease.

12. **SUBTENANT Default and Remedies.**

SUBTENANT further agrees that any one or more of the following events shall be considered an event of default:

12.1 SUBTENANT is adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer is filed against SUBTENANT asking for reorganization of SUBTENANT under the federal bankruptcy laws as now or hereafter amended, or under the laws of any state, is entered, and any such decree or judgment or order is not vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

12.2 SUBTENANT files, or admits the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the federal bankruptcy laws now or hereafter amended, or SUBTENANT institutes any proceedings for relief of SUBTENANT under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

12.3 SUBTENANT makes any assignment for the benefit of creditors or applies for or consents to the appointment of a receiver for SUBTENANT or any of the property of SUBTENANT; or

12.4 SUBTENANT abandons the Sublease Premises during the term hereof; or

12.5 SUBTENANT defaults in any payment of Rent or any other amount required to be paid by SUBTENANT hereunder when due as herein provided and such default shall continue for ten (10) days after the date due; or

12.6 SUBTENANT defaults in securing insurance or in providing evidence of insurance as set forth in Section 11 of this Sublease; or

12.7 SUBTENANT, by its act or omission to act, causes a default under the Prime Lease and such default is not cured within the time, if any, permitted for such cure under the Prime Lease; or
13.8 SUBTENANT defaults in any of the other covenants and agreements herein contained to be kept, observed and performed by SUBTENANT, and such default continues for thirty (30) days after written notice is delivered to SUBTENANT.

If one or more events of default occurs, SUBLESSOR may exercise any remedy against SUBTENANT that Prime Landlord may exercise for default by SUBLESSOR under the Prime Lease.


13.1 Amendment.

This Sublease may only be amended by written agreement signed by the parties and to which SUBLESSOR has given its written consent.

13.2 Notices.

Any notice or communication required or permitted to be given under this Sublease shall be served personally, sent by United States certified mail or sent by email to the following address:

If to SUBLESSOR: SSM Health
Attn: Contracts
10101 Woodfield Lane
St. Louis, MO 63132
Email: ContractNotices@ssmhealth.com

With a copy to: SSM Health
Attn: Real Estate
1015 Corporate Square, Suite 160
St. Louis, MO 63132
Email: realestate@ssmhealth.com

With a copy to: MMC SCC OMT Holdings, LLC
c/o DCM Group
8300 Eager Road, Suite 601
St. Louis, MO 63144

If to SUBTENANT: St. Charles County, Missouri
Attn: Christine Ramsdell
201 N. Second Street
St. Charles, MO 63301
Email: Cramsdl@scmo.org

Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice method utilized.
13.3 Successors and Assigns.

The covenants and agreements contained in this Sublease shall be binding on and inure to the benefit of SUBLESSOR, SUBTENANT and their respective successors and assigns.

13.4 Attorneys’ Fees.

If SUBLESSOR commences any action to enforce any provision of this Sublease, SUBLESSOR shall be entitled to receive from SUBTENANT its costs and expenses, including reasonable attorneys’ fees and expenses incurred in such proceeding and in any appeals therefrom.

13.5 Alterations/Liens.

SUBTENANT shall not make or permit any alterations, additions or improvements to the Sublease Premises. SUBTENANT shall not allow the Sublease Premises to become subject to any mechanic’s, laborer’s or materialmen’s lien.

13.6 Representation and Warranty.

SUBTENANT represents and warrants to SUBLESSOR that SUBTENANT and its owners, employees, agents and any subcontractors (collectively “Personnel”) are not: (i) listed on the System for Award Management website (“sam.gov”) with an active exclusion; (ii) listed on the Office of the Inspector General’s website (“oig.hhs.gov”); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, “Government Payor Programs”). SUBTENANT also represents and warrants that to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of SUBTENANT or Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an “Investigation”). SUBTENANT shall notify SUBLESSOR of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) business days of SUBTENANT’s first learning of it. SUBLESSOR shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension or exclusion. SUBLESSOR shall be kept apprised by SUBTENANT in a timely manner of the status of any such Investigation. SUBTENANT shall indemnify, defend and hold SUBLESSOR harmless from any claims, liabilities, fines and expenses (including reasonable attorneys’ fees) incurred as a result of SUBTENANT’s breach of this paragraph.

13.7 Exhibits.

This Sublease incorporates the terms and conditions contained in the following exhibits:

Exhibit A - Sublease Premises and Shared Areas

Exhibit B - Prime Lease
15. **Holdover.**

In the event the parties fail to appropriately document an extension, and SUBTENANT continues to occupy the Sublease Premises hereunder, the term of this Sublease shall be deemed to be automatically extended on a day to day basis until terminated by either party upon thirty (30) days prior written notice.

16. **Counterparts, Facsimile or Electronic Signature.**

This Sublease may be signed in one or more counterparts, including via facsimile or email, or by electronic signature in accordance with Missouri law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Sublease shall be binding on the parties to this Sublease.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]
IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Sublease in the capacity set forth beneath his or her signature and the parties hereto have signed this Sublease as of the date and year written below.

SUBLESSOR:

SSM Health Care St. Louis, owning and operating
SSM Care Management Company

By: ________________________________
Name: Don Tran, M.D.
Title: President, Medical Group, STL Region
Address: 12312 Olive Blvd., Ste. 600
St. Louis, MO 63141

Date: 7/9/20

SUBTENANT:

St. Charles County, Missouri

By: ________________________________
Name: ________________________________
Title: ________________________________
Address: ________________________________

Date: ________________________________
EXHIBIT A

SUBLEASE PREMISES AND SHARED AREAS

7,446sf

12,240sf

7,692sf

875sf

11,119sf

Sublease Premises
EXHIBIT B

Prime Lease and Amendment to follow
AMENDMENT I
TO LEASE FOR OFFICE SPACE
BETWEEN BRENTWOOD-CLAYTON TRADE CENTER, LLP
AND SSM HEALTH CARE ST. LOUIS

THIS AMENDMENT I TO LEASE FOR OFFICE SPACE ("Amendment") is made and entered into this 10 day of FEBRUARY, 2011 by and between BRENTWOOD-CLAYTON TRADE CENTER, LLP, a Missouri limited liability partnership, of the County of St. Charles, State of Missouri, hereinafter called "Landlord", and SSM HEALTH CARE ST. LOUIS, owning and operating SSM Care Management Company, a Missouri non-profit corporation hereinafter called "Tenant".

WITNESSETH:

A. The Tenant and Greater Missouri Builders, Inc. ("GMB") (predecessor in interest to Landlord) entered into that certain Lease For Office Space dated September 11, 2003 ("Lease") covering certain premises consisting of approximately 39,372 rentable square feet of floor area within a Building commonly known as 1551 Wall Street, St. Charles, Missouri.

B. Landlord succeeded to the rights of GMB in and to the Lease and the Building and assumed all obligations of GMB under the Lease.

C. Landlord and Tenant signed that certain Lease And Rent Commencement Memorandum on August 2, 2004 related to the Lease.

D. The parties wish to modify and extend the Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. All capitalized terms used, and not otherwise defined herein, shall have the meaning ascribed to them in the Lease.
2. The Lease Term is extended by five (5) years (which period of extension shall consist of Lease Years 8 through 12) commencing July 1, 2011 through June 30, 2016.

3. "Base Rent" for Lease Years 8 through 12 shall be as follows:

   Lease Years 8-10 (July 1, 2011-June 30, 2014) $18.00 per R/S/F  $708,696.00 Yearly
                  $59,058.00 Monthly

   Lease Years 11-12 (July 1, 2014-June 30, 2016) $19.00 per R/S/F  $748,068.00 Yearly
                  $62,339.00 Monthly

4. "Base Tax Year", as defined in Section 1.11 of the Lease, shall, commencing as of July 1, 2011 and throughout the remainder of the Lease Term, be amended to the calendar year commencing January 1, 2010 and ending December 31, 2010.

5. "Base Operating Year", as defined in Section 1.13 of the Lease, shall, commencing as of July 1, 2011 and throughout the remainder of the Lease Term, be amended to the calendar year commencing January 1, 2010 and ending December 31, 2010.

6. Section 3.1 of the Lease is, effective on July 1, 2011, amended to add the following sentence at the end thereof: "Notwithstanding anything herein to the contrary, "Operating Expenses", as that term is calculated and defined herein and as the amount represented by such term is used to calculate Tenant’s Share of Operating Expenses, shall (excluding Operating Expenses related to insurance premiums and snow removal) never increase in any calendar year more than three percent (3%) over the prior calendar year. "Real Estate Taxes", as defined in Section 4.1 of the Lease, shall not be similarly limited.

7. Notwithstanding Tenant’s prior exercise of its option to extend the Lease Term, the parties have chosen to extend the original Lease Term, in lieu of giving effect to the exercise of the option, and to preserve and reinstate Tenant’s Extension Option under Section 6.1 of the Lease. The parties agree that at the end of the extended Lease Term, Tenant shall continue to
have the right to exercise the Extension Option. The time limit for Tenant to exercise the Extension Option is changed from sixty (60) days prior to the expiration of the Lease Term to nine (9) calendar months prior to expiration of the Lease Term. Once Tenant formally submits its notice to exercise the Extension Option, Landlord shall deliver to Tenant its good faith determination of the Fair Market Rent within thirty (30) days thereafter. Upon receipt from Landlord of Landlord's good faith determination of Fair Market Rent, Tenant shall have thirty (30) days to accept or reject such terms. If rejected, Tenant may revoke its exercise of the Extension Option. All other provisions of Section 6 shall remain the same.

8. Section 8.4 of the Lease is amended by adding the following text at the end thereof: "Effective as of June 30, 2011, Landlord shall be obligated to pay to Tenant, the amount of One Hundred Ninety-Six Thousand Eight Hundred Sixty and 00/100 Dollars ($196,860.00) which Tenant may use to refurbish the Premises. Tenant shall not need Landlord’s consent to perform such refurbishment (notwithstanding any such requirement in the Lease) but Tenant shall provide to Landlord appropriate, conditional lien waivers from Tenant’s general contractor upon completion of any such work."

9. All other terms and conditions of said original Lease shall remain unchanged and in effect. In the event of any conflict or inconsistency between the Lease and this Amendment, this Amendment shall control.

10. Tenant shall hold Landlord harmless from any claim of leasing commissions from any outside broker for this Amendment.
IN WITNESS WHEREOF, the parties have made and entered into this Amendment as of the date and year first above written.

LANDLORD:

BRENTWOOD-CLAYTON TRADE CENTER, LLP

By: _____________________________
Name: ___________________________
Date: ____________

TENANT:

SSM HEALTH CARE ST. LOUIS, owning and operating SSM Care Management Company

By: _____________________________
Name: Mark E. Renken
Date: ____________________________
AMENDMENT II
TO LEASE FOR OFFICE SPACE
BETWEEN BRENTWOOD-CLAYTON TRADE CENTER, LLP AND SSM HEALTH CARE ST. LOUIS

THIS AMENDMENT II TO LEASE FOR OFFICE SPACE ("Amendment") is made and entered into effective the 1st day of May, 2013 ("Effective Date") by and between BRENTWOOD-CLAYTON TRADE CENTER, LLP, a Missouri limited liability partnership, of the County of St. Charles, State of Missouri, hereinafter called "Landlord", and SSM HEALTH CARE ST. LOUIS, owning and operating SSM Health Care Management Company, a Missouri non-profit corporation, hereinafter called "Tenant".

Recitals:

A. The Tenant and Greater Missouri Builders, Inc. ("GMB") (predecessor in interest to Landlord) entered into that certain Lease For Office Space dated September 11, 2003 (as, amended, the "Lease") covering certain premises consisting of approximately 39,372 rentable square feet of floor area within a Building commonly known as 1551 Wall Street, St. Charles, Missouri.

B. Landlord succeeded to the rights of GMB in and to the Lease and the Building and assumed all obligations of GMB under the Lease.

C. Landlord and Tenant signed that certain Lease And Rent Commencement Memorandum on August 2, 2004 related to the Lease.

D. Landlord and Tenant signed that certain Amendment I To Lease For Office Space Between Brentwood-Clayton Trade Center, LLP And SSM Health Care St. Louis dated February 10, 2011 extending the term of the Lease ("Amendment I").

E. The parties wish to modify and extend the Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. All capitalized terms used, and not otherwise defined herein, shall have the meaning ascribed to them in the Lease.

2. Effective as of May 01, 2013, the original Premises under the Lease ("Original Premises") shall expand to include two (2) non-contiguous spaces on the first floor of the Building shown on Exhibit A, attached hereto and made a part hereof, one of which consists of approximately 4,118 rentable square feet and one of which consists of approximately 2,698 rentable square feet (collectively referred to herein as the "New Premises"). The term "Premises" shall, from and after May 01, 2013, include both the Original Premises and the New Premises. In addition, the Lease Term is hereby extended, but only with respect to the New Premises, through June 30, 2018. On June 30, 2016 the Premises shall, unless the Tenant has exercised the Extension Option found in Section 6.1 of the Lease, automatically contract and thereafter consist only of the New Premises.

3. "Base Rent" for Lease Years 9 through 12 for the Original Premises (defined herein) shall be as set forth in Amendment I.

Base Rent for the New Premises shall be calculated based on a different amount per rentable square foot than Base Rent for the Original Premises and therefore, is set forth herein separately from Base Rent for the Original Premises. The term "Base Rent" shall from and May 01, 2013 include Base Rent for the New Premises and Base Rent for the Original Premises unless a contrary interpretation is clearly intended. "Base Rent" for the New Premises for a portion of Lease Year 9 (May 01, 2013 through June 30, 2013) and Lease Years 10 through 14 shall be as follows:

<table>
<thead>
<tr>
<th>Lease Years 9-14 (Effective Date-June 30, 2018)</th>
<th>$21.00 per R/S/F</th>
<th>$143,136.00 Yearly</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$11,928.00 Monthly</td>
</tr>
</tbody>
</table>
4. "Base Tax Year", as defined in Section 1.11 of the Lease, shall, commencing as of May 01, 2013 and throughout the remainder of the Lease Term, be amended to the calendar year 2011.

5. "Base Operating Year", as defined in Section 1.13 of the Lease, shall, commencing as of the May 01, 2013 and throughout the remainder of the Lease Term, be amended to the calendar year 2013.

6. "Tenant's Share", shall continue to be defined in Section 1.7.5 of the Lease and shall, as of May 01, 2013, be Sixty-One and 82/100 percent (61.82%). On June 30, 2016, unless Tenant has exercised the Extension Option with respect to the New Premises and Original Premises, the Tenant's Share shall, due to the contraction of the Premises to only the New Premises, be reduced to Nine and 12/100 percent (9.12%).

7. The parties agree to preserve Tenant's Extension Option under Section 6.1 of the Lease, as amended by Amendment 1. The parties agree that Tenant shall continue to have the right to exercise the Extension Option for the entire Premises (including the New Premises and the Original Premises) and that if Tenant exercises the Extension Option, the Lease Term shall extend for five (5) years with respect to the Original Premises and only three (3) years with respect to the New Premises so that the extended Lease Term shall end on June 30, 2021 for both the New Premises and the Original Premises. Base Rent for the New Premises during any Extension Option period shall continue to be as set forth in Section 3 hereof through June 30, 2018 and thereafter, shall be at the same annual rate per square foot as the Fair Market Rent, Base Rent for the Original Premises.

8. Tenant shall not need Landlord's consent to perform finish work or refurbishment to the Original Premises or New Premises (notwithstanding any such requirement in the Lease).

9. All other terms and conditions of the Lease, as amended, shall remain unchanged and in effect. In the event of any conflict or inconsistency between the Lease and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have made and entered into this Amendment as of the date and year first above written.

LANDLORD:

BRENTWOOD-CLAYTON TRADE CENTER, LLP

By: [Signature]
Name: [Name]
Date: 5-9-2013

TENANT:

SSM HEALTH CARE ST. LOUIS,

owning and operating
SSM Care Management Company

By: [Signature]
Name: [Name]
Date: [Date]
AMENDMENT III
TO LEASE FOR OFFICE SPACE
1551 Wall Street, St. Charles, MO 63303
Brentwood-Clayton Trade Center, LLC
SSM Care Management Company

This AMENDMENT III TO LEASE FOR OFFICE SPACE ("Amendment Effective Date") is effective July 1, 2016 ("Effective Date"), by and between SSM Health Care St. Louis, a Missouri nonprofit corporation, owning and operating SSM Care Management Company ("TENANT") and Brentwood-Clayton Trade Center, LLC, a Missouri limited liability company ("LANDLORD").

WHEREAS, TENANT and Greater Missouri Builders, Inc. ("GMB" and predecessor in interest to LANDLORD) entered into that certain Lease for Office Space dated September 11, 2003 (as amended, the "Lease") covering certain premises consisting of approximately 39,372 rentable square feet of floor area within a Building commonly known as 1551 Wall Street, St. Charles, MO;

WHEREAS, LANDLORD succeeded to the rights of GMB in and to the Lease and the Building and assumed all obligations of GMB under the Lease;

WHEREAS, LANDLORD and TENANT signed that certain Lease and Rent Commencement Memorandum on August 2, 2004 related to the Lease;

WHEREAS, LANDLORD and TENANT signed that certain Amendment I to Lease for Office Space dated February 10, 2011 and Amendment II to Lease for Office Space dated March 1, 2013;

WHEREAS, LANDLORD and TENANT desire to modify certain provisions of the Lease as set forth below in order that the Lease, as modified, is acceptable to both parties for execution.

THEREFORE, it is understood and agreed upon by the parties as follows:

1. As of the Amendment Effective Date, the Lease shall be revised as follows:
   a. Premises and Term.
      (1) The Premises currently consist of the following:
         1. 4th floor Premises containing 19,686 rentable square feet ("4th Floor Premises")
         2. 3rd floor Premises containing 19,686 rentable square feet ("3rd Floor Premises")
         3. 1st floor Premises containing 4,118 rentable square feet ("1st Floor Premises 4118")
         4. 1st floor Premises containing 2,698 rentable square feet ("1st Floor Premises 2698")
      (2) The Lease Term for the Premises listed above shall hereby be extended through (each an "Extended Term"):
         1. 4/30/2017 (4th Floor Premises)
         2. 6/30/2021 (3rd Floor Premises)
         3. 4/30/2017 (1st Floor Premises 4118)
         4. 4/30/2017 (1st Floor Premises 2698)
(3) TENANT shall also have a right to extend (2) additional months through and including 6/30/2017 for the 4th Floor Premises, 1st Floor Premises 4118 and 1st Floor Premises 2698. TENANT must provide LANDLORD with thirty (30) days written notice prior to any extension stated in this Section.

b. **Base Rent.**

The Base Rent for the Extended Term shall be as follows:

**4th Floor Premises (19,686 SF):**

<table>
<thead>
<tr>
<th>Period</th>
<th>Annual</th>
<th>Monthly</th>
<th>$/Sq. Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/16 – 4/30/17:</td>
<td>$374,034</td>
<td>$31,169.50</td>
<td>$19.00</td>
</tr>
<tr>
<td>5/1/17 – 6/30/17 (if applicable):</td>
<td>$374,034</td>
<td>$31,169.50</td>
<td>$19.00</td>
</tr>
</tbody>
</table>

**3rd Floor Premises (19,686 SF):**

<table>
<thead>
<tr>
<th>Period</th>
<th>Annual</th>
<th>Monthly</th>
<th>$/Sq. Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/16 – 6/30/21:</td>
<td>$344,505</td>
<td>$28,708.75</td>
<td>$17.50</td>
</tr>
</tbody>
</table>

**1st Floor Premises (4,118 SF):**

<table>
<thead>
<tr>
<th>Period</th>
<th>Annual</th>
<th>Monthly</th>
<th>$/Sq. Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/16 – 4/30/17:</td>
<td>$86,478</td>
<td>$7,206.50</td>
<td>$21.00</td>
</tr>
<tr>
<td>5/1/17 – 6/30/17 (if applicable):</td>
<td>$86,478</td>
<td>$7,206.50</td>
<td>$21.00</td>
</tr>
</tbody>
</table>

**1st Floor Premises (2,698 SF):**

<table>
<thead>
<tr>
<th>Period</th>
<th>Annual</th>
<th>Monthly</th>
<th>$/Sq. Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/16 – 4/30/17:</td>
<td>$56,658</td>
<td>$4,721.50</td>
<td>$21.00</td>
</tr>
<tr>
<td>5/1/17 – 6/30/17 (if applicable):</td>
<td>$56,658</td>
<td>$4,721.50</td>
<td>$21.00</td>
</tr>
</tbody>
</table>

c. **Base Tax Year.**

For the 4th Floor Premises and 3rd Floor Premises only, the Base Tax Year shall be updated to be defined as the calendar year commencing January 1, 2016 and ending December 31, 2016.

d. **Base Operating Year.**
For the 4th Floor Premises and 3rd Floor Premises only, the Base Operating Year shall be updated to be defined as the calendar year commencing January 1, 2016 and ending December 31, 2016.

e. **TENANT’s Renewal Option – 3rd Floor Space Only.**

Provided that TENANT is not in default of any of the terms, covenants and conditions of the Lease at the expiration of the Extended Term, TENANT shall have two (2) options to renew the Lease for terms of five (5) years each by providing LANDLORD with at least six (6) months prior written notice. The option term shall be subject to all the terms, covenants and conditions of the Lease except that the rent shall be paid at the then-current fair market rates for comparable buildings in the St. Charles submarket. Fair market rates shall include Base Rent, Tenant Improvement Allowance, brokerage commission and any other concessions then being offered to other tenants with similar creditworthiness of TENANT.

f. **Holding Over.**

Section 13 of the Lease shall be modified to state that TENANT’s hold over Base Rent shall be equal to One Hundred Fifty Percent (150%) of the then applicable Base Rent for the time TENANT remain in possession of the Premises. Any reference to One Hundred Seventy Five Percent (175%) shall hereby be removed.

g. **Signage.**

Upon request by Landlord, TENANT shall remove the “SSM Urgent Care” building signage within 30 days after expiration of the 1st and 4th floor lease terms.

2. Sansone Group/DDR, LLC is TENANT’s agent for this Amendment and shall be paid a market leasing commission by LANDLORD equal to three percent (3%) of the aggregated Base Rent owed during the Extended Term. Said fee shall be within thirty (30) days of execution. If not paid when due, TENANT shall have the right to pay TENANT’s agent and deduct the actual amount from its future rent obligation.

All other terms of the Lease shall remain in full force and effect. If the terms of the Lease in any way conflict with or are otherwise inconsistent with the terms of this Amendment, this Amendment shall govern and control.

[Remainder of Page Intentionally Left Blank - Signature Page to Follow]
IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Amendment in the capacity set forth beneath his or her signature and the parties hereto have signed this Amendment as of the date and year written below.

LANDLORD:

Brentwood-Clayton Trade Center, LLC

By: 
Name: Michael Anthon
Title: Manager
Address: 17854 Chesterfield Airport Road
Chesterfield, MO 63005
Date: 10/20/15

TENANT:

SSM Health Care St. Louis, owning and operating SSM Care Management Company

By: 
Name: Margaret Head
Title: Vice President, Operations Medical Group
Address: 1173 Corporate Lake Drive
St. Louis, MO 63132
Date: 10-20-15
LEASE FOR OFFICE SPACE
1551 Wall Street, St. Charles, Missouri

is entered into by and between

GREATER MISSOURI BUILDERS, INC.,
a Missouri corporation

and

SSM HEALTH CARE ST. LOUIS, owning and
operating SSM Care Management Company
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Schedule of Exhibits

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Exhibit B  Rules and Regulations
Exhibit C  Schedule of Operating Cost Exclusions
Exhibit D  Tenant Improvement Plans
Exhibit E  Commencement Letter
Exhibit F  Property Description
Exhibit G  Omitted
Exhibit H  Janitorial Agreement
LEASE FOR OFFICE SPACE
1551 Wall Street, St. Charles, Missouri

THIS LEASE ("Lease") is entered into this 11th day of September, 2003, between GREATER MISSOURI BUILDERS, INC., a Missouri corporation ("Landlord"), and SSM HEALTH CARE ST. LOUIS, owning and operating SSM Care Management Company ("Tenant").

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises (as defined in Section 1.3), and Landlord hereby grants Tenant a non-exclusive easement and right to use the Common Areas, as defined below in Section 2.2, on the following terms and conditions:

1. BASIC LEASE PROVISIONS AND DEFINITIONS

1.1 "Building". That building known as and located at, 1551 Wall Street, St. Charles, Missouri, consisting of four (4) stories and containing approximately 77,000 square feet of rentable floor area ("Rental Floor Area").

1.2 "Property" means the Building and the real property upon which it is located (which Property is more particularly described on Exhibit F attached hereto).

1.3 "Premises". The Parties agree that the Premises (or "Leased Premises") consists of 39,372 rentable square feet and 38,712 usable square feet comprising the entire third (3rd) floor and the entire fourth (4th) floor of the Building.

1.4 "Tenant Improvements" means any and all construction, alteration, remodeling, repair, and decoration, which are authorized by Landlord to be performed under this Lease. "Tenant's Initial Improvements" means all such work to be performed to the Premises prior to the Rent Commencement Date in accordance with Exhibit D.

1.5 "Rent Commencement Date". Upon the earlier of (i) the date of substantial completion of Tenant's Initial Improvements, and receipt of a full or temporary occupancy permit or (ii) when Tenant occupies the entire Premises for the purpose of conducting business therein and opens for business to the public therein. Notwithstanding the foregoing, in no event shall the Rent Commencement Date occur prior to the completion by Landlord of the Landlord's Work in accordance with plans approved by Tenant as required herein. Landlord and Tenant shall execute an agreement (the "Lease Commencement Date Memorandum") confirming the Rent Commencement Date (Exhibit E), which at this time is projected to be December 2003. "Lease Term" or "lease term" shall commence on the first day of the Month following the Rent Commencement Date and shall terminate on the last day of the Eighty Fourth (84th) month after the Rent Commencement Date.

1.6 "Lease Year" means each period of twelve (12) consecutive months during the Lease Term commencing on the Rent Commencement Date or, as the case may be, on each anniversary date of the Rent Commencement Date.
1.7 Rent.

1.7.1 Base Rent. Tenant shall pay Landlord "Base Rent" for the Premises, annually, as follows:

<table>
<thead>
<tr>
<th>Lease Year</th>
<th>Base Rent</th>
<th>Yearly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$16.00</td>
<td>$629,952.00</td>
<td>$52,492.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>$16.75</td>
<td>$659,481.00</td>
<td>$54,956.75</td>
</tr>
<tr>
<td>Year 3</td>
<td>$17.50</td>
<td>$688,010.00</td>
<td>$57,415.70</td>
</tr>
<tr>
<td>Year 4</td>
<td>$18.25</td>
<td>$718,539.00</td>
<td>$59,878.25</td>
</tr>
<tr>
<td>Year 5</td>
<td>$19.00</td>
<td>$748,068.00</td>
<td>$62,339.00</td>
</tr>
<tr>
<td>Year 6</td>
<td>$19.50</td>
<td>$767,754.00</td>
<td>$63,979.50</td>
</tr>
<tr>
<td>Year 7</td>
<td>$20.00</td>
<td>$787,440.00</td>
<td>$65,620.00</td>
</tr>
</tbody>
</table>

1.7.2 Payment of Base Rent. Base Rent shall be paid without demand and without any set-off or deduction whatsoever (except as may be specifically set forth in this Lease) in twelve (12) equal payments promptly on the first (1st) day of every calendar month of the Lease Term, except for the first month's rent which is due and payable upon the Rent Commencement Date. Base Rent for part of a month shall be prorated. All payments shall be made payable by check, or electronic deposit to:

Greater Missouri Builders, Inc.,
1551 Wall Street,
St. Charles, MO 63303,

or to such other person or address as Landlord may direct in writing, by mail or otherwise.

Landlord's federal tax identification number is: 43-0838077

1.7.3 Additional Rent. In addition to Base Rent, Tenant shall pay in accordance with Sections 1.7.1 and 1.7.2 above, "Additional Rent" consisting of all amounts required or provided to be paid by Tenant under this Lease, other than Base Rent. Base Rent and Additional Rent shall in all events be deemed "Rent".

1.7.4 Late Fee. A late fee of Five (5%) percent will be charged on any Base Rent or Additional Rent that is not received within ten (10) days from the date such Rents are due under the terms of this Lease. In addition, Interest at the annual rate of fourteen (14%) will be charged from the first day of the calendar month for Rent not paid by the tenth (10th) day of that month.

1.7.5 "Tenant's Share" means the ratio of the rentable area of the Premises to the Rentable Floor Area in the Building, adjusted from time to time, as required, to reflect increases or decreases in the rentable area of the Premises (but only if Tenant and Landlord agree to increase or decrease the size from the area specified in this Lease) or the Building, on the first day of the calendar year in which any payment based on Tenant's Share is due or payable. Tenant's Share at the commencement of the Lease
Term is fifty-one (51%) percent.

1.8. “Real Estate Taxes” has the meaning in Article 4 of this Lease.

1.9 “Operating Expenses” has the meaning in Section 3.1 of this Lease.

1.10 Payment of Additional Rent. Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of all increases in Real Estate Taxes on the Building and Property for any Tax Year to the extent in excess of Real Estate Taxes for the Base Tax Year, as provided in Article 4 of this Lease, and in addition shall pay, as Additional Rent, Tenant's Share of all increases in Operating Expenses in any calendar year subsequent to the Base Operating Year, as provided in Article 3 of this Lease.

1.11 “Base Tax Year” means the calendar year commencing January 1, 2003 and ending December 31, 2003.

1.12 “Tax Year” means each calendar year during the term hereof subsequent to the Base Tax Year.

1.13 “Base Operating Year” means the calendar year commencing January 1, 2003 and ending December 31, 2003.

1.14 “Operating Year” means each calendar year during the term hereof subsequent to the Base Operating Year.

1.15 “Operating Hours” for the Building means Monday through Friday from 8:00 a.m. to 6:00 p.m. and Saturday from 8:00 a.m. to 12:00 noon, except federal holidays, provided, however, Landlord recognizes that Tenant may operate its business 24 hours a day, 7 days per week and, in that event, Tenant shall pay all such reasonably allocable costs associated with 24/7 or after-hours operation pursuant to the terms of Article 5.

1.16 “Rules and Regulations” are Landlord's requirements with respect to use and occupancy of the Premises and Building, as stated in Exhibit B of this Lease.

2. PREMISES

2.1 USE. Tenant shall occupy and use the Leased Premises for general office and medical office purposes. At all times during the term of this Lease, the Tenant shall conduct its business in a high class and reputable manner, reasonably neat and clean, and well maintained with an adequate staff, subject however to Acts of God, strikes, fire casualty and other causes beyond Tenant's control and except during reasonable periods for repairing and cleaning the Leased Premises. Nothing contained herein, however, shall obligate Tenant to continuously operate its business in the Premises during the Lease Term.

2.2 Common Areas. The parking lot, driveways, elevators, sidewalks, hallways, stairways, lobby, common entrances and exits thereto and other common facilities furnished by Landlord, both inside and outside the Building (the “Common Areas”) are for the general use in common of tenants, their employees, agents, invitees, licensees, visitors and customers (the “Permitted Users”), and shall at all times be subject to the exclusive control and management of
Landlord. Landlord reserves the right at any time and from time to time to establish, modify and enforce reasonable, non-discriminatory Rules and Regulations with respect to the Building and the Common Areas. Landlord shall have the right to construct, maintain, modify and operate facilities within the Common Areas; to employ personnel to operate and keep clean the Common Areas; to change the area, level, location and arrangement of the Common Areas; to restrict parking and enforce parking restrictions; to close all or any portion of the Common Area to such extent as may, in the opinion of the Landlord, be required to prevent a dedication thereof or the accrual of any legal rights therein to any person or the public provided that Landlord shall not close any parking areas of the Common Area for more than two (2) business days nor shall Landlord take any action which materially affects Tenant's access or which closes more than thirty-five percent (35%) of the parking spaces on the Property (even if for less than two (2) business days); and to do and perform such acts as Landlord shall determine to be appropriate with regard to the improvement of the convenience and use thereof by the Permitted Users. Landlord shall have the responsibility to operate and maintain the Common Areas in good condition and repair and to monitor and provide safe and secure ingress and egress in a manner and to the extent that is standard for buildings of similar class, size, and location.

2.3 Condition of Premises. This Lease does not grant any right to light or air over or about the Premises or Building, except as may be specifically set forth herein.

2.4 Compliance with Laws. Tenant shall, at its expense, comply with all applicable laws, orders, ordinances and regulations of federal, state, county and municipal authorities, including but not limited to the Americans With Disabilities Act ("ADA"), and with any direction made pursuant to law by any public officer or officers which shall, with respect to the occupancy, use or manner of use of the Premises or to any abatement of nuisance, impose any violation, order or duty upon Landlord or Tenant arising from Tenant's occupancy, use or manner of use of the Premises or any installations made therein by or at Tenant's request or required by reason of a breach of any Tenant's covenants or agreements hereunder.

Tenant shall not be required or bound to any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration or any alteration or improvement of a permanent nature concerning the Premises, unless such alteration is required because of a condition created by, or at the instance of, the Tenant or is required due to a breach of any of the Tenant's covenants and agreements hereunder.

3. INCREASES IN OPERATING EXPENSES

3.1 "Operating Expenses" shall mean those reasonable expenses incurred or paid by or on behalf of Landlord in respect of the operation and maintenance of the Property which, in accordance with generally accepted principles of sound accounting practice, as applied to the operation and maintenance of first class office buildings, are properly chargeable to the operation and maintenance of the Property, including the following: (i) repairs, replacements and maintenance and the cost of supplies, tools, materials and equipment repairs, replacements and maintenance, except for those items generally accepted to be capital items; (ii) premiums and other charges incurred by Landlord for insurance, including fire and extended coverage insurance shall not exceed normal market costs for insurance; (iii) costs incurred for inspection and servicing, including outside
maintenance contracts necessary or proper for maintenance, such as janitorial and window cleaning, rubbish removal, exterminating, water treatment, elevator, electrical, plumbing and mechanical equipment and the cost of materials, tools, supplies and equipment used for inspection and servicing; (iv) costs incurred for electricity, water, gas, fuel, sewerage or other utilities; (v) capital items acquired after the commencement of the Lease that produce a reduction in energy consumption or Operating Expenses or that are necessitated by governmental requirements, the costs of which shall be amortized over the life of such items; and (vi) other costs reasonably necessary to operate, repair and maintain the Building and the Property. Operating Expenses shall not include the items listed in Exhibit C attached hereto.

3.2 Calculation of Operating Expenses. In determining the amount of Operating Expenses for the purpose of this Article 3, for the Base Operating Year or for any subsequent Operating Year, if less than ninety-five percent (95%) of the Building shall be occupied by tenants during the year, Operating Expenses which vary with occupancy shall be “gessed up” or increased to an amount equal to the Operating Expenses that would normally be expected had the occupancy level been at ninety-five (95%) during such year, as determined under generally accepted accounting principles consistently applied.

3.3 Tenant’s Share. In order to provide for current payments on account of an increase in the Operating Expenses over the Base Operating Year, the Tenant agrees, at Landlord’s request, to pay, as Additional Rent, Tenant’s Share of increases in Operating Expenses over Operating Expenses for the Base Operating Year, as such increases are reasonably estimated by Landlord from time to time, in twelve (12) monthly installments, each in an amount equal to 1/12th of Tenant’s Share as estimated by Landlord commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount of such estimated Tenant’s Share by delivering a statement of Operating Expenses and showing the calculation of Tenant’s Share. If, as finally determined, Tenant’s Share is greater than or less than the aggregate of all installments paid on account to Landlord for the Operating Year, then Tenant shall pay to Landlord the amount of any underpayment, or Landlord shall promptly credit Tenant against future rents for the amount of any overpayment, as the case may be. It is the intention hereunder to estimate the amount of Operating Expenses for each calendar year and then to adjust such estimate in the following year based on actual Operating Expenses incurred and/or paid by Landlord. The obligation of Tenant with respect to the payment of Rent and Additional Rent, and the obligation of Landlord with respect to any refund to Tenant, shall survive the termination of this Lease. Any payment, refund, or credit made under this Section 3.3 shall be made without prejudice to any right of Tenant to dispute, or of the Landlord to correct, any item(s) billed. Any overpayments by Tenant discovered by Landlord, regardless when or how discovered, shall be refunded to Tenant and this obligation shall survive the termination of this Lease.

3.4 Landlord’s Annual Operating Statement. At least once annually, Landlord shall furnish to Tenant Landlord’s detailed and Itemized Operating Statement reconciling and substantiating the actual Operating Expenses for the Operating Year requested. If any Operating Year is less than twelve (12) months, actual Operating Expenses for that year shall be prorated based upon a three hundred sixty-five (365) day year.

3.5 Payment of Increases. Upon receipt of the Landlord’s Statement for the Operating Expenses in the Building, Tenant does hereby covenant and agree promptly to
pay Tenant's Share of the increases in Operating Expenses pursuant to Sections 3.1 and 3.3 as and when the same shall become due and payable, without further such demand therefor, and without any set-off or deduction whatsoever (except as specifically set forth in this Lease). Failure of Landlord to give such Statement shall not constitute a waiver by Landlord of its right to require an increase in Additional Rent nor shall such failure deprive Tenant of a decrease in Additional Rent, as the case may be, based on actual Operating Expenses.

3.6 Tenant's Right of Inspection. Landlord agrees to maintain accurate books and records of the Operating Expenses for each Operating Year (or partial Operating Year) throughout the Lease Term and for a period of three (3) years thereafter. Within thirty (30) days after Tenant's request, Landlord shall provide a written response to any questions that Tenant may have concerning the calculation of Operating Expenses. Tenant shall have the right to conduct an audit of Landlord's books and records relating to the determination of Operating Expenses, upon reasonable prior written notice and during normal business hours at Landlord's office in the Building or, at Landlord's option, at such other location that Landlord may specify in the St. Louis, Missouri metropolitan area. If Tenant's audit indicates that Tenant has been overcharged for Operating Expenses, Landlord shall revise its records and billing accordingly; provided, however, that if Landlord disputes the findings of Tenant's audit, then Landlord and Tenant shall mutually agree upon a nationally recognized firm of certified public accountants which shall conduct an independent audit, and the findings of such firm shall be binding on the parties hereto. Within thirty (30) days after resolution of such dispute, the party which owes money to the other shall remit the sum owed. Tenant shall be responsible for the cost of its own audit and for the cost of any audit by an independent accounting firm, as provided herein; provided, however, that if Tenant's audit or an audit conducted by an independent accounting firm determines that Tenant has been overcharged by five percent (5%) or more for Operating Expenses, then Landlord shall pay for or reimburse Tenant for the reasonable cost of Tenant's audit, and, if an audit by an independent accounting firm was also conducted in accordance with the foregoing provisions of this Section, Landlord shall also pay for the cost of such independent audit.

3.7 Limitation on Rent Reduction. No decrease in Operating Expenses shall reduce Tenant's Rent below the annual Base Rent set forth in Section 1.7.1.

4. INCREASES IN REAL ESTATE TAXES

4.1 "Real Estate Taxes" shall mean all real estate taxes, assessments, sewer and water rents, governmental levies, municipal taxes, county taxes or any other governmental charge, general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind or nature whatsoever, which are or may be assessed, levied or imposed upon all or any part of the Property, including the Building. If, due to a future change in the method of taxation or in the taxing authority, a new or additional real estate tax, or a franchise, income, transit, profit or other tax or governmental imposition, however designated, shall be levied against Landlord and or the Property, in addition to, or in substitution in whole or in part for any tax which would constitute Real Estate Taxes, such tax or imposition shall be deemed for the purposes hereof to be included within the term Real Estate Taxes and an appropriate portion shall be included in Base Tax to fairly represent the change in taxation.
4.2 “Base Tax” shall mean the Real Estate Taxes levied or assessed for the Base Tax Year, however Real Estate Taxes for the Base Tax Year will be calculated as if the Property were fully assessed.

4.3 Tax Payment. If the Real Estate Taxes for any Tax Year shall be greater than the Base Tax, Tenant shall pay Tenant's Share of Real Estate Taxes as Additional Rent for such Tax Year a sum equal to Tenant's Proportionate Share of the amount by which the Taxes for such Tax Year are greater than the Base Tax (which amount is hereinafter called the "Tax Payment"). Tenant's obligation to pay such Additional Rent for periods covered by this Lease and Landlord's obligation to refund pursuant to Section 3.3, as the case may be, shall survive the termination of this Lease.

5. SERVICES

5.1 Landlord's Services. Landlord shall provide the following services during the Lease Term:

(a) Air conditioning and heat sufficient in Landlord's reasonable judgment to provide comfortable occupancy of the Premises during Operating Hours consistent with first class office buildings. Tenant agrees, except with the written consent of Landlord, not to connect any apparatus or device to or with the conduits, pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services.

(b) Electric power for lighting of Premises, operation of office machines, and air conditioning and heating in accordance with the provisions of the preceding paragraph. Electric power furnished by Landlord is intended to be that consumed in normal office use for lighting, heating, ventilating, air conditioning and operation of office machines and personal computers.

(c) Water for drinking, lavatory and toilet purposes from the regular Building supply (at the temperature and pressure consistent with a first class office building).

(d) Public rest room supplies, public area lamp replacement, window washing with reasonable frequency, and janitor services to the Premises during the times and in the manner they are customarily furnished in first class office buildings in the St, Charles County area.

(e) All lamp replacement within the Common Areas, the cost of which shall be included among Operating Expenses, and all lamp replacement within the Premises, the cost of which shall be billed to Tenant.

(f) All replacement of interior glass, except where breakage or other damage is caused by Tenant, in which case Landlord shall replace such glass at Tenant's expense.

(g) Removal of ice, snow and debris to allow ingress and egress to and from the Building, the Property and the Premises.
(h) Evening Janitorial Services per the attached Exhibit H.

(i) General maintenance, repair and replacement of Common Areas, Building exterior, structure and Building systems.

5.2 Building Access. Landlord shall close the Building outside of Operating Hours and at such other hours as Landlord may from time to time reasonably determine to be necessary or desirable. During hours the Building is closed, Tenant’s visitors and invitees may be admitted only under such reasonable regulations as Landlord may from time to time prescribe. Tenant and its employees shall have 24-hour, seven (7) days weekly access to the Building, the Premises and elevators. Landlord shall provide Tenant Building access cards for each of Tenant’s employees authorized by Tenant to access the Premises as of the Rent Commencement Date for the cost of the card. Thereafter, Landlord shall provide Tenant with replacement cards and additional cards for such employees and other authorized occupants at the cost of twenty dollars ($20.00) per card. All cards shall be transferable among terminating and new employees at no additional cost to Tenant, provided Tenant promptly notifies Landlord in writing of each terminating and new employee and of each card that is determined to be lost or stolen from any employee. Upon reasonable request, Landlord shall provide Tenant with any available information regularly tracked by Landlord’s access system regarding Tenant’s employees access to the Building.

5.3 Additional Tenant Services. Landlord agrees to provide services at the Building consistent with the level and type of services available at first-class buildings of comparable size, type and quality. Landlord acknowledges that Tenant may require electricity, HVAC and other utilities, services and capacities in addition to the services provided by Landlord at the Building. Landlord and Tenant shall mutually agree that upon reasonable advance notice by Tenant, Landlord shall furnish such excess services, or will reasonably cooperate with Tenant to obtain all such necessary services and utilities. Landlord and Tenant will agree upon the cost and expenses thereof which shall never exceed the amounts charged to other tenants in the Building. As of the date of this Lease, the charge for after hours HVAC is $25 per hour with a 3 hour minimum.

5.4 Interruption of Services. It is understood that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption, Tenant acknowledging that any one or more such services may be suspended by reason of accident or of repairs, alterations or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of Landlord including, without limitation, war, terrorism and criminal acts by unrelated third parties and any other events beyond the control of the applicable party (collectively or individually “Force Majeure”). Any such interruption or discontinuance of service shall never be deemed an eviction or disturbance of Tenant’s use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages by abatement of rent or otherwise, or relieve Tenant from performance of Tenant’s obligations under this Lease. Notwithstanding the foregoing, in the event of interruption or discontinuation of water, electrical, plumbing, or security service that substantially forecloses Tenant from entering or using the Premises for the intended purpose that extends for an unreasonable period of time and is due to Landlord’s fault,
6. **OPTION TO EXTEND LEASE TERM**

6.1 **Extension Option.** Provided the Lease is in full force and effect and Tenant is not in default under any terms or conditions of this Lease at the time notification of the Extension Option is given or on the date of commencement of the Extension Option, Tenant shall have one (1) option to extend the term of this Lease for a term of five (5) years ("Extension Option"), for the Premises being leased by Tenant as of the date the extension term is to commence, on the same terms and conditions set forth in this Lease.

6.2 **Notice of Exercise.** If Tenant elects to exercise its Extension Option, Tenant shall provide written notification to Landlord not later than sixty (60) days prior to the expiration of the Lease Term. If Tenant fails to notify Landlord as provided in this Section 6.2, Tenant shall have no further or additional right to extend the term of this Lease.

6.3 **Extension Base Rent.** The base rent for the Extension Term ("Extension Base Rent") shall be adjusted to reflect the then current fair market rental ("Fair Market Rent") for other tenants in the Building, and similar buildings in the St. Charles County office market. In determining Fair Market Rent, Landlord shall take into consideration base rent, date of lease, operating expense base, length of lease term, comparable lease area, landlord contribution, and quality of space for recent comparable lease transactions within the twelve (12) months preceding the date that Tenant gives Landlord the notice provided for in Section 6.2, and all other relevant factors. The Base Year and the Base Tax Year shall become calendar year in which the extension term takes effect.

6.4 **Notice of Fair Market Rent.** Landlord shall advise Tenant of its good faith determination of the Fair Market Rent within fifteen (15) days after receipt of Tenant’s written notice of extension. In the event Tenant disagrees with Landlord’s determination of the Fair Market Rent and if the parties are unable to agree upon an Extension Base Rent within thirty (30) days after Landlord notifies Tenant of its determination of Fair Market Rent, the Tenant may revoke its exercise of this Extension Option.

6.5 **Arbitration.** Section Deleted

6.6 **Personal to Tenant.** Section Deleted

7. **CERTAIN RIGHTS RESERVED TO THE LANDLORD**

The Landlord reserves the following rights:

(a) To name the Building and to change the name or street address of the Building with six (6) months prior written notice.

(b) To install and maintain a sign or signs on the exterior or interior of the Building provided Tenant shall always be listed on all building directories.

(c) To designate all sources furnishing sign painting and lettering, ice, drinking water, towels, toilet supplies, shoe shining, vending machines, mobile vending service, catering, and like services used on the Premises or in the
Building.

(c) In the event Tenant vacates the Premises during the last ninety (90) days of the Lease Term, Landlord shall have the right to enter the Premises to decorate, remodel, repair, after or otherwise prepare the Premises for rec-occupancy, without affecting Tenant's obligation to pay rental for the Premises.

(e) At all times to have pass keys to the Premises, to be used by Landlord in the case of an emergency or for regular maintenance and otherwise only during usual and customary business hours following reasonable notice provided for all of the foregoing, Landlord shall use its best efforts to minimize any interference with Tenant's conduct of business. Upon written request from Tenant, Landlord shall execute, and shall cause any janitorial service with access to the Premises to execute; a business associates agreement with Tenant. Tenant shall supply the form of such agreement. Such agreement shall be for the purpose of protecting the confidentiality of medical records and shall be provided by, and satisfactory to Tenant. Any additional costs associated with the procurement or use of such agreement shall be borne by Tenant.

(f) On reasonable prior notice to the Tenant, to exhibit the Premises to prospective tenants during the last six (6) months of the Lease Term, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the Property and to others having a legitimate interest at any time during the Lease Term; Provided that Landlord shall use its best efforts to minimize any interference with Tenant's conduct of business.

(g) At any time in the event of an emergency which threatens injury to persons or damage to property, and otherwise at reasonable times, following reasonable notice under the circumstances to Tenant, to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises or to the Building, as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building or the Landlord's interests, or as may be necessary or desirable in the operation or improvement of the Building or in order to comply with all laws, orders and requirements of governmental or other authority, provided Landlord shall use its best efforts to minimize any interference with Tenant's conduct of business.

(h) To install vending machines of all kinds in the Building, and to receive all of the revenue derived therefrom, provided, however, that no vending machines shall be installed by Landlord in the Tenant's Premises without Tenant's written consent.

8. TENANT'S IMPROVEMENTS/ALTERATIONS

8.1 Construction. Except as Landlord and Tenant may otherwise agree in writing, and subject in each instance to the prior written architectural and engineering approval of Landlord, and except as otherwise provided herein, Tenant shall be responsible for providing the construction of all Tenant's Initial Improvements to the Premises. No other
alteration, addition, improvement, painting or refinishing of or to the Premises shall be made by Tenant without the advance written consent of Landlord, which consent shall not be unreasonably withheld or delayed, and all such future improvements will be conducted in a manner consistent with the guidelines set forth herein.

8.2 Plans and Drawings. Tenant has furnished a floor plan, which is attached to this Lease and labeled, as Exhibit D. Landlord shall use this to create the construction documents, bearing the seal of an architect licensed in the State of Missouri. The construction documents shall be reasonably acceptable to Landlord, and Tenant. Within Fifteen (15) working days of receipt of a full set of plans and drawings, Tenant shall deliver to Landlord any reasonable revisions or modifications, and in the event Tenant does not notify Landlord within the Fifteen (15) working day period, the plans and drawings shall be deemed to have been accepted and approved by Tenant as submitted. With any reasonable changes required by Landlord and approved by Tenant, Tenant's plans and drawings shall be the Final Plans for Tenant's Initial Improvements, and shall not be structurally or otherwise materially altered by Tenant without Landlord's approval. Upon Landlord and Tenant's approval thereof, Tenant's plans and drawings shall become a part of this Lease, and labeled Exhibit D replacing the floor plan previously labeled as Exhibit D. Tenant will obtain bids for the Tenant's Initial Improvements and Landlord shall be allowed to bid on the work. Tenant shall, after receipt of necessary permits and approvals from Landlord and any governmental or quasi-governmental authority, use good faith efforts to cause such work to be completed in accordance with the drawings and specifications and any applicable federal, state and local laws, regulations or ordinances in a good, workmanlike and professional manner. Landlord will make payment to Tenant for the amount of the allowance set forth in Section 8.4 within thirty (30) days of receipt of all usual and customary Lien waivers. All costs of work performed by Tenant which exceed the allowance shall be Tenant's responsibility. If Landlord and Tenant do not approve plans and specifications for the work Tenant may terminate this Lease.

8.3 Restoration Obligation. At the end of the lease term Tenant shall be required to remove any of the improvements to the Leased Premises that Landlord required be removed, as a written condition to Landlord's approval of such improvements, at Tenant's expense; provided, however, in no event shall Tenant be required to remove any of the Initial Improvements made to the Premises unless specifically requested in writing at the time Landlord and Tenant approve the construction drawings.

8.4 Tenant Improvement Allowance: Twenty One ($21.00) Dollars per useable square foot of Premises. This amount shall cover all costs associated with the Tenant's Initial Improvements including Architectural plans as set forth in Section 8.2 hereinafter and the Landlord's Work. Should the buildout finishes cause the cost of the Tenant's Initial Improvements and Landlord's Work to exceed Twenty One ($21.00) Dollars per useable square foot of Premises, Tenant shall be responsible for that difference. The allowance shall be paid to Tenant as set forth in Section 8.2.

8.5 Landlord's Work. Landlord shall, within ninety (90) days after the date of this Lease, perform the following construction ("Landlord's Work") within the Building and/or on the Property, all in accordance with all laws and in a good and workmanlike manner: installation of power, automatic opening main entrance front door to facilitate access for customers using wheelchairs and installation of awning at front entrance in accordance with the plans approved by Landlord and Tenant in writing. Landlord shall prepare and submit
such plans to Tenant within thirty (30) days of the date hereof.

8.6 Time of the Essence. Landlord agrees to use commercially reasonable efforts to cooperate with Tenant in the substantial completion of Tenant’s Initial Improvements as soon as reasonably possible. Landlord and Tenant agree to promptly respond to each other’s requests for approval of plans and drawings and bids.

9. SIGNS

At Tenant’s request and expense, Landlord shall place Tenant’s name and location on the Building directory and, if provided to other tenants, on Tenant’s door plate. Tenant has requested two (2) outside building signs, which Landlord has agreed to allow Tenant to install, subject to Landlord’s written approval of plans detailing the construction of and attachment of (but not the design of) such sign(s) to the building. Tenant shall submit plans for such sign, if any to Landlord for its review. Landlord will provide its comments within seven (7) working days. Landlord’s approval shall not be unreasonably withheld, conditioned, or delayed. All costs associated with the maintenance and operation of such sign shall be borne by Tenant, including damage to the building or roof. Should Tenant not maintain said sign in a reasonably high class and reputable manner similar to other signs in similar type buildings at all times Landlord reserves the right, after sixty (60) days prior written notice to Tenant, if Tenant has not by the expiration of such sixty (60) days period, commenced maintaining such sign, to cause it to be repaired. All costs associated with these expenditures by Landlord shall be subject to the same remedies Landlord has in other sections of this Lease.

10. WAIVER OF CERTAIN CLAIMS

10.1 Waiver of Claims. Tenant hereby (but only to the extent of actual insurance coverage) waives and releases any and all claims it may have against Landlord, or its agents and employees, for injury (including death) or damage to person or property sustained by Tenant resulting from any part of the Property or any equipment or appurtenances becoming out of repair, or resulting from any accident in or about the Property or resulting directly or indirectly from any act or neglect of any tenant or occupant of any part of the Property or of any other person, unless such damage is a result of the gross negligence or willful misconduct of Landlord, or Landlord’s agents or employees. If any damage results from any wrongful act or negligence of Tenant, Landlord may, at Landlord’s option after reasonable prior notice to Tenant, repair such damage and Tenant shall thereupon pay to Landlord the reasonable total cost of such repair unless such cost is insured or required to be insured against hereunder. All personal property belonging to Tenant or any occupant of the Premises that is in or on any part of the Property shall be there at the risk of Tenant or of such other person only, and Landlord and its agents and employees shall not be liable for any damage thereto or for the theft or misappropriation thereof unless such damage, theft or misappropriation is a result of the gross negligence or willful misconduct of Landlord or Landlord’s agents or employees or contractors. Tenant agrees to indemnify and hold Landlord harmless from and against claims and liability for injuries to all persons and for damage to or loss of property occurring in or about the Property, due to any negligent act or default under this Lease by the Tenant, its contractors, agents or employees, including but not limited to any injury, loss or damage occurring during or in connection with any Tenant Improvements or Initial Tenant Improvements.

Landlord will indemnify and hold Tenant, its affiliates and subsidiaries, and its employees,
agents, successors, assigns, officers and directors harmless from and against any and all claims, actions, damages, liability and expense in connection with bodily injury, death, and damages to property arising from or out of (i) the condition of the Building, the Property, or the Premises, or any parts thereof, or (ii) the negligent acts or omissions of Landlord or any default under this Lease by Landlord, its employees, agents, or contractors. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease.

10.2 Waiver of Subrogation. Notwithstanding anything herein to the contrary, Landlord and Tenant and all parties claiming under them hereby mutually release and discharge the other from all claims and liabilities arising from or covered by any hazard covered by property insurance on the Building or the Premises, or covered by property insurance in connection with property on or activities conducted at the Building or Premises, regardless of the cause of the damage or loss. This release shall apply only to the extent that such loss or damage is covered by insurance (including all corresponding deductibles) and would be covered by insurance required by this Lease (including all corresponding deductibles) and each party shall obtain a waiver of subrogation from its insurer.

11. LIABILITY INSURANCE

11.1 Tenant's Insurance Policies. Tenant shall, at its expense, maintain during the Term, commercial general liability insurance, contractual liability insurance for this Lease and property damage (covering Tenant's personal property) insurance under policies issued by insurers of recognized responsibility, with limits of not less than Two Million Dollars ($2,000,000) for personal injury, bodily injury, death, or for any damage or injury to or destruction of property (including the loss of use thereof) for any one occurrence. Tenant's liability policies shall include Landlord as an additional insured, and all such policies shall be issued by insurance companies holding an A.M. Best's Rating of "A-" and a Financial Size Rating of "VII" or better, as set forth in the most current issue of Best's Key Rating Guide. Tenant is solely responsible for procuring and maintaining its own contents (personal property) insurance coverage. In lieu of the foregoing Tenant may elect to self insure.

11.2 Insurance Certificates. Within Thirty (30) days after the execution of this Lease, Tenant shall deliver to Landlord copies of current certificates evidencing the insurance. Tenant shall furnish Landlord with renewals or "binders" of any policies of insurance Tenant is required to carry hereunder within Thirty (30) days prior to the expiration thereof. If Tenant fails within thirty (30) days following notice by Landlord to procure or maintain any insurance required hereunder, Landlord may, at its option, treat the failure to maintain said insurance as a Tenant default.

11.3 Landlord's Insurance. Landlord shall maintain in effect at all times an ISO Commercial Property Policy - Special Cause of Loss Form policy of insurance covering one hundred percent (100%) of the full replacement valuation of the Building and Landlord's property therein, subject to commercially reasonable deductibles, in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "Special Cause of Loss Form" policies. Landlord shall also obtain and keep in full force (a) a policy of commercial general liability and property damage insurance with limits of not less than $3,000,000 for personal injury, bodily injury, death, or for any damage or injury to or destruction of property (including the loss of use thereof) for any one occurrence, (b) loss of
12. TERMINATION OF LEASE

12.1 Surrender Condition. At the termination of this Lease, Tenant shall return the Premises broom-clean and in as good condition as when Tenant took possession, except for ordinary wear and loss by fire or other casualty, failing which Landlord may restore the Premises to such condition and Tenant shall pay the reasonable cost thereof on demand. Tenant's obligations under this Section 12 shall survive the termination of this Lease.

12.2 Delivery of Possession. Upon the expiration or any termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord and hereby grants to Landlord full and free license to enter into and upon the Premises, and upon the Premises, in such event by legal process to repossess the Premises of the Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Premises, and to remove any and all property therefrom, using such force as may be reasonably necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainee, and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

12.3 Abandoned Personal Property. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of the Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses reasonably incurred in such removal and all reasonable storage charges against such property so long as the same shall be in Landlord's possession or under the Landlord's control. Any such property of Tenant not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the term or of Tenant's right to possession of the Premises, however terminated, shall be conclusively deemed to have been forever abandoned by Tenant and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit.

13. HOLDING OVER

If Tenant without Landlord's consent retains possession of all or any part of the Premises after the termination of the Lease Term (as it may be extended for the Extension Term), Tenant shall pay Landlord Base Rent One Hundred Seventy Five Percent (175%) of the then applicable Base Rent for the time Tenant thus remains in possession. If Tenant remains in possession of the Premises, or any part thereof, after the termination of the Lease Term or Extension Term, such holding over shall constitute a tenancy from month to month on the same terms and conditions of this Lease.

14. QUIET ENJOYMENT

So long as Tenant shall observe and perform the covenants and agreements binding on it
hereunder, Tenant shall at all times during the Lease Term be granted peaceful and quiet enjoyment of the Premises.

15. ASSIGNMENT AND SUBLETTING

15.1 Consent Required. Tenant may assign this Lease, or sublet the Premises or any part thereof; or permit the use or occupancy of the Premises or any part thereof by anyone, subject to the other terms and conditions of this Lease. However any such actions shall not in any way relieve Tenant of it’s obligations under this Lease, in whole or part.

15.2 Notice. Section Deleted

15.3 Expiration of Approval. Section Deleted

15.4 Tenant Affiliates. Section Deleted

15.5 Costs. Section Deleted

15.6 Sublease Rent. If this Lease is assigned as permitted herein, or if the Premises or any part of it is sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent and Additional Rent, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of Tenant’s covenants contained in this Lease or the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from further performance by Tenant.

16. HAZARDOUS SUBSTANCES

16.1 Compliance. Tenant shall not store or permit any Hazardous Substances (hereinafter defined) to be brought onto the Premises or the Property. “Hazardous Substances” means those hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C §§9601 et seq., as amended from time to time; and any and all materials defined as hazardous pursuant to any federal, state or local laws or regulations or order; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products or by-products. Hazardous Substances shall not include any materials kept on the Premises in those limited quantities necessary for the operation or maintenance of Tenant’s normal activity within the premises. However should Tenant’s normal activity create any legal violation, or have any costs associated with monitoring, cleanup, or other not specifically stated herein, that cost shall be borne by Tenant.

Inspection. Landlord reserves the right to inspect the premises at any reasonable time during business hours to ascertain Tenant’s compliance with Section 16.1. If any contamination, as reasonably determined by Landlord, shall occur to the Premises or to the Property due to the handling, use, storage or transfer by Tenant of any Hazardous Substances, whether such contamination, violation or hazardous condition is discovered during the lease term or after expiration or termination thereof and such contamination is proven to have been caused by Tenant, its employees, agent or contractors, Tenant shall be solely responsible for removal or remediation of the Hazardous Substances in accordance with federal, state and local regulations and permit requirements. Tenant’s
failure to comply with the provisions of this Section 16 shall be grounds for termination of this Lease for default. The rights and remedies of Landlord provided in this clause are in addition to any other rights and remedies which may be available to Landlord by law or under this agreement. The Tenant hereby agrees to indemnify and hold harmless Landlord and its officers, directors, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense and/or liability, including its reasonable attorneys’ fees, caused by or resulting from Tenant’s violation of this Article 16. Landlord represents to Tenant that to the best of its knowledge there is not now, any Hazardous Substances on or under the Property. Landlord will indemnify and hold Tenant harmless from any and all damages, fines, judgments, penalties, costs, liabilities, or losses (including reasonable attorney’s fees) arising during or after the Lease Term, and any renewals and extensions thereof, from or in connection with the presence of any Hazardous Substances in, on or about the Premises unless such Hazardous Substances are present solely due to the negligent acts or omissions of Tenant, its employees, agents, or contractors. Landlord’s indemnification shall specifically apply to and include any and all Hazardous Substances, which flow, diffuse, migrate, or percolate into, onto, or under the Premises at any time.

Tenant shall have no responsibility for and Landlord’s indemnity to Tenant shall include any Hazardous Substances violations which have occurred prior to the Commencement Date of this Lease or which occur for any reason whatsoever after the expiration, termination or cancellation of the Lease.

The obligations of Tenant and Landlord under this article shall survive the expiration, termination or cancellation of this Lease.

17. NO WAIVER

The failure of Landlord to insist in any one or more instance upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition. Tenant’s obligation with respect to such future performance shall continue in full force and effect.

18. APPLICABLE LAWS

Tenant shall comply with all applicable federal, state and municipal laws, ordinances and regulations relating to its business operations in the Premises, and obtain and pay for all licenses and permits as may be required for Tenant’s business operations. Landlord shall comply with all applicable federal, state and municipal laws, ordinances and regulations relating to its business operations and relating to the Property and the Building, and obtain and pay for all licenses and permits as may be required for Landlord’s business operations. This Lease shall be governed by and interpreted in accordance with the laws of the State of Missouri.

19. ESTOPPEL CERTIFICATE

Tenant shall at any time and from time to time, upon not less than twenty (20) days’ prior written notice, deliver to Landlord a statement in writing certifying to the best of Tenant’s knowledge (a) that this Lease is unmodified and in full force and effect (or if there have
been modifications that the same is in full force and effect as modified and identifying the modifications), (b) the dates to which the Rent and other charges have been paid, and (c) that, so far as the person making the certificate knows, neither Landlord nor Tenant is in default under any provision of this Lease, and, if so, specifying each such default of which the person making the certificate may have knowledge, (d) stating the address to which notices to Tenant should be sent, and (e) whatever other information the requesting party may reasonably request, it being understood that any such statement so delivered may be relied upon by any owner of the Building, any landlord under any ground or underlying lease, or any prospective purchaser, mortgagee, or any assignee of any mortgage on the Property.

20. NOTICES

20.1 Notice Addresses. Any notice or advice to or demand upon the parties shall be in writing and delivered personally, mailed by United States certified mail or other mail for which a delivery receipt may be obtained, or sent by facsimile transmission with verification of receipt or delivered by nationally recognized delivery company with receipt for delivery to the following addresses or such other addresses as the parties may designate in writing:

If to Tenant:
SSM Health Care St. Louis, owning and operating SSM Care Management Company
1551 Wall Street
St. Charles, Missouri 63303

With Copy To: Donald Kennedy
Greensfelder, Hemker & Gale
10 S. Broadway, Suite 2000
St. Louis, Missouri 63102

If to Landlord:
Att: Kent Evans
Greater Missouri Builders, Inc.
1551 Wall St. Suite 220
St. Charles, Mo. 63303
Fax: (636) 949-9992

20.2 Date of Delivery. Landlord and Tenant shall promptly notify each other of any address changes. Notices shall be deemed to have been given or made on the day when delivered via facsimile transmission or personally delivered to the addressee or on the date of receipt or refusal of receipt after being deposited in the mail.

21. REMEDIES

All rights and remedies of the parties herein shall be cumulative, and none shall exclude any other right or remedy allowed by law. In addition to the other remedies in this Lease provided, the Landlord and Tenant shall each be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease.

22. LANDLORD’S REMEDIES

22.1 Tenant Default. If (a) Tenant defaults in the payment of Rent and such default continues for ten (10) days following receipt of written notice that such payment is
past due, or (b) Tenant defaults in the prompt and full performance of any other provision of this lease and such default continues for thirty (30) days after Tenant’s receipt of written notice, or for defaults that cannot be reasonably expected to be cured during such thirty (30) day period, Tenant has not begun to diligently cure such default or (c) if the leasehold interest of Tenant be levied upon under execution or be attached by process of law, or (d) if Tenant abandons (for purposes hereof “abandon” shall have the meaning of not occupying the Premises and not paying Rent) the Premises for at least twenty (20) consecutive days due to no fault of Landlord and not as a result of casualty or force majeure, then and in any such event Landlord may, at its election, either terminate this Lease, or terminate Tenant’s right to possession of the Premises without terminating the Lease and endeavor to relet the Premises. Nothing herein shall be construed so as to relieve Tenant of any obligation, including the payment of Rent, except as provided in this Lease.

22.2 Landlord’s Exercise of Remedies. If Tenant abandons the Premises as set forth in Section 22.1 or Landlord otherwise becomes entitled so to elect, and Landlord elects, without terminating the Lease, to terminate Tenant’s right to possession and endeavor to relet the Premises, Landlord may, at its option enter into the Premises, remove Tenant’s signs and other evidence of tenancy, and take and hold possession thereof, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from its obligation to pay the Rent hereunder for the full term as hereinafter provided. Upon and after entry into possession without termination of the Lease, Landlord may relet the Premises or any part thereof for the account of Tenant to any person, firm or corporation other than Tenant for such rent, for such time and upon such terms as Landlord shall determine, to be reasonable. In any such case, Landlord may make reasonable and necessary repairs, alterations and additions in or to the Premises, and redecorate the same to the extent deemed by Landlord reasonably necessary or desirable, and Tenant shall, upon demand, pay the reasonable cost thereof together with all of Landlord’s reasonable expenses of the reletting including but not limited to any unamortized Tenant improvements, marketing, and brokerage fees. If the consideration collected by Landlord upon any such reletting for Tenant’s account is not sufficient to pay monthly the full amount of the Rent reserved in this Lease, together with the cost of repairs, alterations, additions, redecorating and Landlord’s expenses, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand. In no event shall Landlord be required to refund to Tenant for the amount of any Rent which it shall receive in excess of Tenant’s obligations for the payment of Rent under this Lease. Landlord shall use reasonable efforts to mitigate all damages under this Lease.

22.3 Election to Terminate. If Landlord elects to terminate this Lease due to any of the contingencies specified in this Section, it being understood that Landlord may elect to terminate the Lease after and notwithstanding its election to terminate the Tenant’s right to possession as provided in Section 22.1, Landlord shall, immediately upon such termination, be entitled to recover as damages, and not as a penalty, an amount equal to the remaining Base Rent due under this Lease less the current market rent available.

22.4 Performance by Landlord and Tenant. Landlord and Tenant agree that if either shall at any time fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord or Tenant may, after providing sixty (60) days prior written notice and without waiving, or releasing the other from any obligation under this Lease, make such payment or perform such other act to the extent that may be reasonable, and in connection therewith to pay expenses and employ counsel. Landlord and
Tenant agree to pay the others reasonable attorneys' fees if legal action is required to enforce performance of any condition, obligation or requirement hereunder. All sums so paid by Landlord or Tenant, and all expenses in connection therewith, together with interest thereon at the rate of fifteen percent (15%), shall be due by the other.

23. BANKRUPTCY

If Tenant shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of Tenant, or of all or a substantial part of its assets, (ii) admit in writing its inability to pay its debts as they come due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law other than the federal Bankruptcy Code, or (v) file an answer admitting the material allegations of a petition filed against the Tenant in any reorganization or insolvency proceeding, other than a proceeding commenced pursuant to the federal Bankruptcy Code, or if any order, judgment or decree shall be entered by any court of competent jurisdiction, except for a bankruptcy court or a federal court sitting as a bankruptcy court, adjudicating Tenant insolvent or approving a petition seeking reorganization of Tenant or appointing a receiver, trustee or liquidator of Tenant or of all or a substantial part of its assets (unless any of the aforesaid is not dismissed in sixty (60) days) then, Landlord may give to Tenant a notice of intention to end the term of this lease specifying a date not earlier than thirty (30) days thereafter, and upon the giving of such notice the term of this Lease and all right, title and interest of Tenant hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the term.

24. UNTENANTABILITY

If the Premises are made untenantable in whole or in part by fire or other casualty or by force majeure, the Rent, until repairs shall be made or the Lease terminated as hereinafter provided, shall be apportioned on a per diem basis according to the part of the Premises which is unusable by Tenant. If such damage shall be so extensive that the Premises cannot be restored to its condition immediately prior to such destruction by Landlord within a period of ninety (90) days, either party shall have the right to cancel this Lease by notice to the other given at any time within sixty (60) days after the date of such damage. In the event of giving effective notice pursuant to this Section, this Lease and the term and the estate hereby granted shall expire the date of fifteen (15) days after the giving of such notice as fully and completely as if such date were the date set in this Lease for the expiration of the term of this Lease. If this Lease is not so terminated, Landlord will promptly repair the damage at Landlord's expense.

Notwithstanding anything to the contrary set forth herein, if the damage or destruction occurs during the final twelve (12) months of the Lease Term, or at any time during any extension or renewal of this Lease, or if repairs are commenced but not completed within one hundred twenty (120) days of the date of the casualty or force majeure, then Tenant may terminate this Lease by written notice to the Landlord with the termination effective as of the date of the casualty.

25. EMINENT DOMAIN
25.1 Complete Taking. In the event that title to the whole or any part of the Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of vesting of title and Landlord shall be entitled to receive that portion of the award equal to the fair market value of the Property and Tenant shall receive that portion of the award which is attributable to the cost of improvements made at Tenant's expense to the Building or the Premises.

25.2 Partial Taking. In the event that title to a part of the Building other than the Premises shall be so condemned or taken and if in the opinion of either party, the Building should be restored in such a way as to alter the Premises materially either party may terminate this Lease and the term and estate hereby granted by the giving of notice of such termination within sixty (60) days following the date of vesting of title, and this Lease and the term and estate hereby granted shall expire on the date specified in the notice of termination, not less than sixty (60) days after the giving of such notice, as fully and completely as if such date were the date set herein for the expiration of the Lease Term, and the Rent shall be apportioned as of such date.

26. SUBORDINATION AND NONDISTURBANCE

26.1 Underlying Leases and Mortgages. Subject to the terms of this Section 26, the rights of Tenant under this Lease shall be and are subject and subordinate at all times to all ground leases, and/or underlying leases, if any, now or hereafter in force against the Property (collectively "Underlying Lease"), and to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Property, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This Section is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination Tenant shall promptly execute such further instruments as may be requested by the Landlord. Tenant, at the option of any mortgagee, or other purchaser, agrees to attorn to such mortgagee or other purchaser in the event of a foreclosure sale, deed in lieu thereof, or sale. Landlord represents to Tenant that there is not a ground lease or master lease of any type that affects the Property or any portion thereof and that the only leases thereon are between Landlord, as the landlord, and other tenants in the Building.

26.2 Subsequent Purchasers. Subject in all cases to Section 26.1 above, this Lease, its terms and options shall bind all subsequent purchasers of the Building and real estate and shall run with the land.

26.3 Nondisturbance Protection. Landlord agrees to obtain and deliver prior to the Rent Commencement Date from any assignee, transferee, or holder of a mortgage or landlord under any Underlying Lease an agreement, in favor of Tenant, which provides in substance that so long as this Lease shall be in full force and effect (1) Tenant shall not be named or joined in any action or proceeding to (i) enforce any rights granted to a landlord or lessor under its Underlying Lease (including, without limitation, termination thereof by reason of Landlord's default) or (ii) enforce any rights granted to such mortgagee under its mortgage (including, without limitation, foreclosure of such mortgage), (2) no such termination or foreclosure, or any action or proceeding brought in pursuance thereof, shall cause a cancellation or termination of this Lease and (3) if any Underlying Lease shall
terminate, then Tenant shall recognize and attorn to the landlord thereunder or its designee, or if the interest of Landlord in the Property and Building shall be transferred by foreclosure of any mortgage or in lieu of such foreclosure, then Tenant shall recognize and attorn to the transferee of such interest, (such landlord or its designee, or such transferee, as the case may be, being referred to here as the "Successor Landlord"), and the Successor Landlord shall recognize and not disturb Tenant and this Lease shall continue in full force and effect as a direct lease between Tenant and such Successor Landlord, upon all of the terms, provisions, conditions and obligations of this Lease, except that such Successor Landlord shall not be (i) bound by any prepayment of Base Rent which Tenant might have paid for more than the current month prior to the date of such attornment, (ii) deleted, (iii) liable for any act or omission of Landlord under this Lease, it being understood that the foregoing is not intended to relieve such Successor Landlord of any liability arising by reason of its acts or omissions from and after the date of attornment, including a continuation of the failure of the prior Landlord to perform its obligations under this Lease, or (iv) subject to any offsets of Landlord.

27. SPRINKLERS

If the "sprinkler system" in the Building or any of its appliances shall be damaged or caused not to be in proper working order by reason of any act or omission of Tenant, Tenant's agents, servants, employees, licensees or visitors, Tenant shall forthwith restore the same to good working conditions at its own expense; and if the Board of Fire Underwriters or Fire Insurance Exchange or any bureau, department or official of the state or city government, require or recommend that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents, of the Premises, or for any other reason, or if any such changes, modifications, alterations, additional sprinkler heads or other equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by said Exchange, or by any fire insurance company, Tenant shall, at its own expense, promptly make and supply such changes, modifications, alterations, additional sprinkler head or other equipment.

28. INVALIDITY OF PARTICULAR PROVISIONS

If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws of any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby.

29. MISCELLANEOUS TAXES

Tenant shall pay prior to delinquency all taxes assessed against or levied upon its occupancy of the Premises, or upon the fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises, if nonpayment thereof shall give rise to a lien on the real estate, and Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the property of Landlord. In the event any or all of Tenant's fixtures, furnishings, equipment and other personal
property, or upon Tenant's occupancy of the Premises, shall be assessed and taxed with
the property of Landlord, Tenant shall pay to Landlord its share of such taxes within ten (10)
days after delivery to Tenant by Landlord of a statement in writing setting forth the amount
of such taxes applicable to Tenant's fixtures, furnishings, equipment or personal property.

30. SECURITY DEPOSIT. SECURITY DEPOSIT

30.1 Amount of Security Deposit. Tenant has deposited or shall deposit with
Landlord cash or, at Tenant's election, a letter of credit for the sum equal to $78,738.00 (the
"Security Deposit") as security for the full and faithful performance of every provision of
this Lease to be performed by Tenant. The Security Deposit, along with the first months
rent, shall be due promptly after final execution of this Lease. If any letter of credit
deposited with Landlord shall expire during the term hereof, Tenant shall, prior to expiration,
either replace the letter of credit or deposit a cash security deposit. Tenant shall, upon
written request, unless Tenant assigns this Lease to an unaffiliated entity, provide Landlord
with copies of the most current generally published and publicly available financial
statements for SSM Health Care Corporation from time to time.

30.2 Application of Security Deposit. If Tenant defaults with respect to any
provision of this Lease, including but not limited to the provisions relating to the payment of
Rent, Landlord may use, draw down, apply or retain all or any part of the Security Deposit
for the payment of any Rent or any other sum in default or for the payment of any other
amount which Landlord may spend or become obligated to spend by reason of Tenant's
default, or to compensate Landlord for any other loss, cost or damage which Landlord may
suffer by reason of Tenant's default. If any portion of said Security Deposit is so used or
applied, Tenant shall, within five (5) days after written demand therefore, deposit cash (or
letter of credit) with Landlord in an amount sufficient to restore the Security Deposit to its
original amount and Tenant's failure to do so shall be a breach of this Lease. Landlord shall
not, unless otherwise required by law, be required to keep this Security Deposit separate
from its general funds, nor pay interest to Tenant. If, however, Landlord is required to
maintain said Security Deposit in an interest bearing account, Landlord shall be permitted
retain the interest earned thereon as a bookkeeping and administrative charge. If Tenant
shall fully and faithfully perform every provision of this Lease to be performed by it, the
Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's
option, to the last transferee of Tenant's interest hereunder) at the expiration of the Lease
term and upon Tenant's vacation of the Premises. In the event the Property is sold, the
Security Deposit shall be transferred to the new owner, Tenant shall be notified of the
transfer and identity of the transferee, and Landlord shall be relieved of any further
obligation to Tenant with respect to said Security Deposit.

31. BROKERAGE

Landlord and Tenant represent and warrant that neither party has dealt with any broker,
agent or other person in connection with this transaction and that no broker, agent or other
person brought about this transaction, other than the Sansone Group, who is acting on
behalf of the Landlord; and Gundaker Commercial Group who is acting on behalf of Tenant.
Landlord and Tenant agree to indemnify and hold each other harmless from and against
any claims by any other broker, agent or other person claiming a commission or other form
of compensation by virtue of having dealt with Landlord or Tenant with regard to this leasing
transaction. The provisions of this Section shall survive the termination of this Lease.
Landlord is responsible for payment of any and all commissions and/or broker fees in connection with this Lease.

32. SPECIAL STIPULATIONS

32.1 No Implied Liability. No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any Notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit or imply consent for any action for which Landlord’s consent is required.

32.2 Landlord. The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of Landlord's interest in this Lease at the time in question, and in the event of any transfer or transfers of such interest the Landlord herein named (and in case of any subsequent transfer, the then Transferor) shall be automatically freed and relieved from and after the date of such transfer of all liability as respects the performance of any covenants or agreements on the part of Landlord contained in this Lease thereafter to be performed.

32.3 Landlord as Occupant. It is understood that Landlord may occupy portions of the Building in the conduct of Landlord's business. In such event, all references herein to other tenants of the Building shall be deemed to include Landlord as an occupant.

32.4 Covenants. All of the covenants of Tenant hereunder shall be deemed and construed to be "conditions" as well as "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate instance.

32.5 Memorandum of Lease. Tenant and Landlord agree that, upon receiving a written request from the other, each will within ten (10) days deliver an executed notarized Memorandum of this Lease, in recordable form to the other.

32.6 Representations. Tenant acknowledges that Landlord has not made any representations or promises, except as shall be contained herein, or in some further writing signed by Landlord making such representation or promise. Landlord acknowledges that Tenant has not made any representations or promises, except as shall be contained herein, or in some further writing signed by Tenant making such representation or promise. The signatories of this document each represent that they have been duly authorized to execute and deliver this document on behalf of their respective entities.

32.7 Rules and Regulations. Tenant agrees to observe and be bound by the Rules and Regulations attached hereto. Landlord reserves the right to amend the Rules and Regulations as Landlord in its judgment may from time to time deem to be reasonably necessary or desirable for the safety, care and cleanliness of the Building and the preservation of good order therein, so long as such amendments do not adversely affect Tenant's use of the Premises. Landlord shall enforce all Rules and Regulations in a fair, uniform and non-discriminatory manner. To the extent the Rules and Regulations conflict with this Lease, this Lease shall control.

32.8 Costs and Expenses. In the event that either party brings legal action to construe or enforce the terms or conditions of this Lease, the prevailing party in any such action shall be entitled to its reasonable costs and expenses, including but not limited to
reasonable attorneys' fees and expenses.

32.9 Successors. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives and successors, and assigns as permitted herein.

32.10 Liens. If because of any act or omission of Tenant, its employees, agents, contractors, or subcontractors, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord, or against all or any portion of the Premises, or the Building of which the Premises are a part, Tenant shall unless it desires to contest the claim in good faith, at its own cost and expense, cause the same to be discharged of record, within thirty (30) days after Tenant's receipt of notice of the filing thereof, and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorney's fees resulting therefrom. Tenant shall have the right to bond or otherwise utilize generally accepted methods to secure and contest any liens.

33. OPTION TO TERMINATE. Not Applicable

34. PARKING FACILITIES

Landlord shall provide, during the Lease Term and all extensions and renewals thereof, at no cost to Tenant, parking facilities for the non-exclusive use of Tenant, its officers, employees, agents and customers, adjacent to the Building or within the parking garages servicing the Building. It being agreed that parking spaces shall be provided to Tenant at a minimum ratio of four (4) spaces per 1,000 rentable square feet (which is approximately One Hundred and Fifty Two (152) parking spaces). Landlord shall provide adequate lighting facilities and security for parking areas, and may from time to time change the area, level, location and arrangement of parking areas and restrict parking by tenants, their officers, agents, and employees to designated employee parking areas so long as same does not diminish parking ratios as described above and so long as such actions do not materially interfere with access to the Premises.

35. TELECOMMUNICATIONS. Tenant may, in Tenant's sole judgment, select any telecommunications service carrier to provide voice and data communications service. So long as the equipment is contained within the Tenants space Tenant shall remain responsible for payment of all services provided by the carrier selected. Should Tenant require use of the chases, or electrical closets Tenant shall notify Landlord in writing of it's proposed need. Landlord will use its reasonable judgment in it's determination. Use of the roof is prohibited.

36. LANDLORD DEFAULT; TENANT REMEDIES

a. Landlord shall be deemed to be in default under this Lease if Landlord shall fail to comply with any term, provision, or covenant of this Lease and shall not commence to cure such default within thirty (30) business days after receipt of written notice thereof from Tenant, or in the event such failure cannot reasonably be cured within thirty (30) business days, if Landlord fails to commence cure within thirty (30) business days and pursue to a diligent conclusion; In the event the Landlord is in default under this Lease Tenant may, at its option exercise any rights available under Missouri Law:
b. No right or remedy herein conferred upon or reserved to Tenant is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by agreement, applicable law or in equity.

37. AMERICANS WITH DISABILITIES ACT; OCCUPATIONAL SAFETY AND HEALTH ACT

Landlord agrees that the Building, all Common Areas including without limitation, hallways, elevators, restrooms, sidewalks and parking lots, and the Premises will comply as of the Commencement Date, with (a) the Americans with Disabilities Act of 1990, including any amendments thereto, and all regulations at any time promulgated thereunder (the "ADA"); and (b) the Occupational Safety and Health Act of 1970, including any amendments thereto, and all regulations at any time promulgated thereunder ("OSHA") which are applicable to Landlord's obligations with respect to the Premises. Landlord further agrees that if any department, commission, board, body, or such other authority having jurisdiction should determine that any portion of the Building, the Common Areas or the Premises does not comply with the applicable provisions of the ADA or OSHA, Landlord will be solely responsible for such failure. Landlord will take all actions necessary to bring the Building, the Common Areas and the Premises into compliance as may necessary, and shall indemnify and hold Tenant harmless from any and all actions, damages, liabilities and expenses arising from Landlord's failure to comply with the ADA or OSHA. Landlord further agrees that if there are any facilities, services or amenities within the Premises which are required to comply with the provisions of the ADA or OSHA, Landlord will be responsible for ensuring and taking all actions necessary to bring the Premises into compliance with such requirements prior to the Commencement Date of this Lease. Tenant agrees that its design and furnishing of the Premises, and any additions or modifications made thereto by Tenant in accordance with the terms of this Lease, will comply with the ADA and OSHA, as applicable. Landlord's indemnification obligations pursuant to this Section 37, shall survive the expiration, termination, or cancellation of this Lease.

38. CONSENT

Wherever in this Lease provision is made for obtaining the consent or approval of either Landlord or Tenant, both Landlord and Tenant agree that it will not unreasonably withhold, condition or delay such consent or approval.

[Remainder of page intentionally left blank]
In witness whereof, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

GREATER MISSOURI BUILDERS, INC.

By: _____________________________
Name: Kent Evans
Title: Vice President
Date: 9/19, 2003

TENANT:

SSM HEALTH CARE ST. LOUIS,
owning and operating SSM Care Management Company.

By: _____________________________
Name: Mark E. Renken
Title: Chief Administrative Officer
Date: 9/18, 2003
EXHIBIT B
RULES AND REGULATIONS

Tenant agrees to comply with the following rules and regulations, as they may be amended from time to time, provided no such amendment shall adversely affect Tenant or its use or operation, and to use reasonable efforts to obtain compliance by Tenant's employees, agents, licensees, invitees, and contractors.

1. Tenant shall not alter any lock or install new or additional locks or bolts on any door of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. The replacement of any existing present locks with personal locks will be at Tenant's expense.

2. Landlord will not permit entrance to the Premises by the use of pass keys controlled by Landlord to any person at any time without written permission by Tenant except in the case of immediate threat to property or human safety, or for employees, contractors or service personnel directly supervised by Landlord and its agents and then only at reasonable times and following reasonable notice to Tenant.

3. Landlord may enter the Premises at reasonable times and following reasonable notice to tenant, to exhibit the Premises to prospective purchasers, mortgagees or tenants, to inspect the Premises, to make repairs or replacements to the Premises or to any adjoining space or to carry out any of its rights or obligations under the Lease. Prospective tenants will be shown through the Premises only during the last six (6) months of the lease.

4. Landlord will not be responsible for lost or stolen property, equipment, money or jewelry from the Premises or public rooms regardless of whether such loss occurs when such area is locked against entry or not, unless such property was; (i) entrusted to Landlord's care with Landlord's express consent, or (ii) such loss was caused by Landlord.

5. Tenant shall not place in, use in, or store about the Premises any explosives, gasoline, kerosene, oil, acids, caustics or any other flammable, explosive or hazardous materials without the prior written consent of Landlord, unless in nominal quantities usually associated with general medical office usage.

6. Tenant shall not use any apparatus, machinery or device in or about the Premises which shall cause substantial noise, radiation or vibration so as to disturb the quiet enjoyment of any other tenant in the Building or inhibit Landlord in the operation of other parts of the Building.

7. Tenant shall not overload any floor of the Premises or permit any use of the Premises which constitutes a nuisance or annoyance to any other tenant of the Building or which will injure the reputation of the Building or for any extra hazardous purpose.

8. The entries, passages, doors, elevators, elevator doors, hallways and stairways may be used only for access by Tenant or Tenant's agents, employees or invitees; such areas shall not be blocked or obstructed or any rubbish, litter, trash or material of any nature; and no such material shall be placed, emptied or thrown into these
9. Tenant shall store all its trash and garbage within its Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

10. Tenant shall not make or permit noise or odors objectionable to the public or to other tenants.

11. Except as expressly authorized in Tenant's Lease, no signs will be allowed in any form on the exterior of the Building or the inside or outside of windows, and no signs except in uniform locations and uniform styles fixed by Landlord will be permitted in the public corridors or on corridor doors or entrances to Tenant's Premises. All building standard signs will be furnished by Landlord.

12. No draperies, shutters or other window coverings shall be installed on exterior windows or walls and doors facing public corridors without Landlord's prior written approval.

13. Without Landlord's prior written approval, Tenant shall not install any radio or television antenna, loudspeaker, music system or device on the roof or exterior walls of the Building or on walls common with adjacent tenants.

14. No portion of the Premises shall at any time be used or occupied as sleeping or lodging quarters, unless in connection with providing health care services.

15. No animals shall be brought into or kept in or about the Building without express written permission from Landlord except in the case of specially trained support animals such as seeing eye dogs.

16. Tenant shall refer to Landlord all contractors, contractors' representatives and installation technicians rendering any service to Tenant for Landlord's supervision, approval and control before performance of any contractual service, which shall not be unreasonably withheld. This provision shall apply to all work performed in the Building concerning the installation of telephones, or other communication equipment or lines, electrical devices and attachments, and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.

17. Internal telephone wiring and telephone arrangements and signal and intercom systems shall be Tenant's responsibility and at Tenant's cost.

18. Should Tenant require telegraphic, telephonic or other communication services, Landlord shall direct where and how wires are to be introduced to and placed in the Building and Premises, and none shall be introduced or placed except, as Landlord shall direct.

19. Landlord shall provide an alphabetical directory board in the Building. Tenant shall reimburse Landlord for the cost of maintaining and updating Tenant's directory listings.
20. These rules are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease covering any Premises in the Building.

21. Landlord reserves the right to make from time to time such other reasonable, non-discriminatory rules and regulations as in its judgment may from time to time be necessary provided they do not adversely affect Tenant or its use or operations.

22. Landlord shall exclude and, if necessary, cause to be removed from the Building and alcoves adjacent to the Building all drunken persons, peddlers, idlers, solicitors, and generally persons of a character or a conduct which causes disturbance or inconvenience to the tenants of the building.

23. Landlord reserves the right to designate and reserve parking spaces if any in the parking lot of the Building for the exclusive use of the various tenants and invitees to the Building, and to monitor and enforce the use of such parking spaces. All tenants shall comply with and cause their business invitees to comply with the designation of parking spaces.

24. The foregoing rules and regulations shall be enforced in a fair, uniform and non-discriminatory manner with respect to all tenants and occupants of the Building.
EXHIBIT C

SCHEDULE OF OPERATING COST EXCLUSIONS

"Operating Expenses" shall not include:

(i) mortgage and debt service on any debt instrument which encumbers the Property;

(ii) ground lease payments;

(iii) Landlord's general corporate overhead and general administrative expenses not related to management or operation of the Property;

(iv) depreciation;

(v) any and all costs of selling, exchanging or refinancing the Property, escrow charges, transfer taxes and loan fees and points;

(vi) Intentionally omitted

(vii) costs incurred by Landlord for the repair of damage to the Building to the extent that Landlord is reimbursed by insurance proceeds from policies paid for in total or in part by Tenant and/or the tenants in the Building, and to the extent Landlord is required by this Lease to insure such loss (including applicable deductibles);

(viii) capital expenditures except those capital expenditures made primarily to reduce Operating Costs, or to comply with any laws or other governmental requirements enacted after the Rent Commencement Date ("Permitted Capital Expenditures"), which capital expenditures shall be amortized for purposes of this Lease over their useful lives in accordance with generally accepted accounting principles (GAAP) using an interest rate of ten percent (10%);

(ix) rentals for items (except when needed in connection with normal repairs and maintenance of permanent systems) which if purchased, rather than rented, would not constituted a Permitted Capital Expenditure (excluding, however, equipment not affixed to the Building which is used in providing janitorial or similar services);

(x) costs incurred in connection with work required at the Building to comply with life, fire and safety codes, ordinances, statutes or other laws in effect prior to the Rent Commencement Date, including, without limitation, the ADA, including penalties or damages incurred due to such non-compliance;

(xi) costs incurred with respect to the installation of tenant improvements made for tenants in the building or incurred in renovating or otherwise decorating, painting or redecorating vacant space for tenants of the Building;

(xii) leasing commissions, attorneys’ fees, and other costs and expenses incurred in connection with negotiations or disputes with present or prospective tenants or other
occupants of the Building;

(xiii) costs incurred by Landlord to enforce the provisions of any lease of space in the Building due to the violation by any tenant of the Building of the terms and conditions of any lease;

(xiv) cost of services paid to Landlord or to subsidiaries or affiliates of Landlord for services in the Building to the extent the same exceeds the cost of such services rendered by unaffiliated qualified third parties on a comparable competitive basis;

(xv) any compensation (including wages and fringe benefits) paid to clerks, attendants or other persons in commercial concessions operated by Landlord in the Building lobby;

(xvi) all items and services for which Tenant or any other tenant of the Building reimburses Landlord (other than the pass-through of Operating Expenses) or which Landlord offers selectively to one or more tenants (other than Tenant) without reimbursement;

(xvii) advertising and promotional expenditures, and cost of purchase and installation of signs in or on the Building identifying the owner of the Building or any tenant of the Building; and

(xviii) penalties incurred as a result of Landlord’s negligence or inability or unwillingness to make payments when due.
Exhibit D
Tenant Improvement Plans

These drawings are PRELIMINARY in scope.
NOT FINAL DRAWINGS
These drawings are PRELIMINARY in scope.
NOT FINAL DRAWINGS
EXHIBIT "E"
LEASE AND RENT COMMENCEMENT MEMORANDUM

LEASE DATE

TENANT

LANDLORD Greater Missouri Builders, INC

PREMISES 1551 Wall Street, Suite St. Charles, MO 63303

Square Feet of Premises 77,000
Square Feet of (Bldg/Ctr)

Pursuant to the above Lease, Paragraph 1 Landlord and Tenant agree and certify to the following:

Lease Commencement Date
Lease Expiration Date

Base Rent per month

Operating Expenses: (Show Base Year/Slop/Set Rate Etc.)

CAM
Real Estate Taxes
Insurance
State Taxes

per month

per month

per month

Commencement Date for Base Rent
Free Base Rent for Months

Commencement Date for Additional Rent

USE ONLY WHEN CANCELLATION REQUIRES PENALTY BASED ON TWO ITEMS BELOW

Leasable Expenses $ amortized $ monthly
Real Estate Commission $ amortized $ monthly

LANDLORD: Greater Missouri Builders

By: ____________________________
Its: Vice President
Date: 5-9-02

TENANT:

By: ____________________________
Its: Vice President
Date: ____________________________

LA3:916947.7 E-1
EXHIBIT “E”
LEASE AND RENT COMMENCEMENT MEMORANDUM

LEASE DATE

TENANT

LANDLORD
Greater Missouri Builders, INC

PREMISES
1551 Wall Street, Suite
St. Charles, MO 63303

Square Feet of Premises
77,000

Pursuant to the above Lease, Paragraph 1, Landlord and Tenant agree and certify to the following:

Lease Commencement Date
Lease Expiration Date

Base Rent per month

Operating Expenses: (Show Base Year/Stop/Set Rate Etc.)
CAM per month
Real Estate Taxes per month
Insurance per month
State Taxes per month

Commencement Date for Base Rent
Free Base Rent for Months

Commencement Date for Additional Rent

USE ONLY WHEN CANCELLATION REQUIRES PENALTY BASED ON TWO ITEMS BELOW

Leasehold Expenses $ amortized $ monthly
Real Estate Commission $ amortized $ monthly

LANDLORD: Greater Missouri Builders

By: 
Its: Vice President
Date: 5-9-02

TENANT:

By: 
Its: Vice President
Date: 

LA3:916947.7 E-1
EXHIBIT H

JANITORIAL AGREEMENT

No less than the following first class cleaning services will be provided five (5) days weekly (holidays excepted):

A. OTHER AREAS NIGHTLY SERVICES

1. Empty and clean all waste receptacles and remove waste paper and rubbish from the Demised Premises nightly; wash receptacles as necessary. Any bulk trash or moving boxes clearly marked trash shall be removed. Any cost associated with cleaning or waste removal not generally accepted as usual and customary for similar First (1st) class office buildings with non-medical users shall be borne by the Tenant. Specifically with regard to the removal of medical waste or other extraordinary cleaning treatment associated with cleaning of medical space.

2. Empty and clean all ash urns nightly; screen all sand urns nightly and supply and replace sand as necessary.

3. Vacuum all rugs and carpeted areas in office, lobbies and corridors nightly.

4. Hand dust and wipe clean all office furniture, files, fixtures and all other horizontal surfaces with treated dust cloth nightly; window sills weekly and wash window sills when necessary.

5. Remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass partitions weekly.

6. Wash clean, sanitize and polish all public water coolers nightly.

7. Sweep all private stairways nightly; vacuum if carpeted.

8. Police all stairwells through the entire Building and keep in clean condition, as required.

9. Damp mop spillage in office and public areas as required.

10. Hand dust all telephones with treated cloth as necessary.

11. Dust and remove debris from all metal doors, thresholds as necessary.

B. REST ROOMS

1. Damp mop, rinse and dry floors nightly.

2. Scrub floors as necessary.
3. Clean all mirrors, bright work, and enameled surfaces nightly.
4. Wash and disinfect all basins, urinals, and bowls nightly, using scouring powder to remove stains and clean undersides of rim or urinals and bowls.
5. Wash both sides of all toilet seats with soap and water or disinfectant nightly.
6. Damp wipe nightly. Wash with disinfectant when necessary, all partitions, tile walls, and outside surface of all dispensers and receptacles.
7. Empty and sanitize all receptacles and sanitary disposals nightly; thoroughly clean and wash at least once per week.
8. Fill toilet tissue, soap, towel, and sanitary napkin dispensers daily.
9. Clean flushometers, piping, toilet seat hinges, and other metal work nightly.
10. Wash and polish all wall partitions, tile walls, and enamel surfaces from trim to floor monthly.
11. Vacuum all louvers, ventilating grilles, and dust light fixtures monthly.

C. FLOORS
1. Ceramic tile, marble or terrazzo floors to be swept and buffed nightly and waxed or scrubbed as necessary.
2. Vinyl asbestos, asphalt, vinyl, rubber or other composition floors and bases to be swept nightly.
3. Tile floors in office areas will be waxed and buffed monthly.
4. All tile floors stripped, machine cleaned and rewaxed semiannually.
5. All carpeted areas and rugs to be vacuumed clean nightly.
6. Carpet shampooing will be performed at Tenant's request and billed to Tenant at Landlord's contractor's reasonable cost thereof.

D. GLASS
1. Clean all perimeter windows, inside and outside as required.
2. Spot clean glass entrance doors and adjacent glass panels nightly.

E. ELEVATORS
1. Vacuum carpet daily as needed.
2. Check and clean elevator interiors as needed
3. Clean sides of elevator car daily.

4. Clean hand rail as needed

5. Clean lobby elevator saddles, doors and frames daily.
   a) **Weekly Services**
      Dust all low reach and high reach areas, including, but not limited to, structural ledges, mirror tops, partition tops and edges, air conditioning diffusers and return air grilles.
   
   b) **Monthly Services**
      1. Wipe down all tile walls and metal partitions. Partitions shall be left clean and unstreaked after this work.
      2. Clean all ventilation grilles.
      3. Dust all doors and door jambs.
   
   c) **Quarterly Services**
      Dust all air conditioning diffusers and return air grilles.
   
   d) **Semi-Annual Services**
      Machine scrub ceramic tile floors.

J. **MAIN FLOOR ELEVATOR LOBBIES AND PUBLIC CORRIDORS SPECIFICATIONS**

1. **NIGHTLY SERVICES**
   a) Spot clean all glass, including low partitions and the corridor side of all windows and glass doors to Tenant's Demised Premises.
   
   b) Spot clean all bright work, including kick plates, base, partition tops, hand rails, waste paper receptacles, planters, elevator call button plates, and visible hardware on the corridor side of Tenant's entry doors.
   
   c) Thoroughly clean all door saddles of dirt and debris.
   
   d) Vacuum, spot clean, sweep, or damp mop all flooring.
   
   e) Spot clean and dust directory board glass and ledges.
   
   f) Ash/trash receptacles in elevator lobbies - screen sand for cigarette butts; empty trash and replace plastic liner, sanitize as needed.

2. **WEEKLY**
(a) Sweep all service stairwells.

(b) Buff terrace level corridor floor.