

Res. 18203

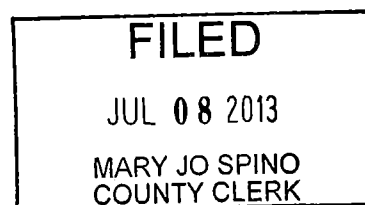
Medical Office Lease

**Between
The Children's Mercy Hospital,
a Missouri non-profit corporation
("Landlord")**

And

**Jackson County, Missouri
("Tenant")**

**Diagnostic and Treatment Center Building
660 East 24th Street
Kansas City, Missouri 64108**



MEDICAL OFFICE LEASE
Diagnostic and Treatment Center Building
Kansas City, Missouri

THIS MEDICAL OFFICE LEASE ("Lease") is made this 28 day of June, 2013, between The Children's Mercy Hospital, a Missouri non-profit corporation ("Landlord"), and Jackson County, Missouri, a Constitutional Home Rule Charter County of the State of Missouri ("Tenant").

11. Premises:

In consideration of the mutual obligations of Landlord and Tenant set forth herein, Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord, those certain premises (the "Premises") consisting of a total of approximately 4,775 rentable square feet of space and located on the ground floor of that certain building commonly known as the Diagnostic and Treatment Center Building located at 660 East 24th Street, Kansas City, Missouri 64108 (the "Building"), to have and to hold, subject to the terms, covenants and conditions in this Lease, together with a non-exclusive right, subject to the provisions hereof, to use the sidewalks, elevators, and any other areas designated by Landlord for use by all tenants and occupants of the Building (excluding parking areas).

12. Term:

a) The term of this Lease shall be for twenty-four (24) months (the "Lease Term") commencing at 12:01 a.m. on June 28, 2013 (the "Commencement Date") and terminating at 11:59 p.m. on June 29, 2015 (the "Termination Date"), unless sooner terminated pursuant to the terms hereof.

b) Notwithstanding anything to the contrary set forth in this Lease, Tenant shall have the right to terminate this Lease upon thirty (30) days' prior notice to Landlord. Such termination shall be subject to the provisions of Paragraph 23 hereof.

13. Rent:

a) The rent for the term of this Lease shall be One Dollar (\$1.00) per year, payable in full on the Commencement Date.

b) All Rent shall be paid without notice, demand, deduction or offset, made payable to, Landlord, addressed to, The Children's Mercy Hospital, 2401 Gillham Road, Kansas City, MO 64108, Attn: VP Facilities, or to such other person or at such other place as Landlord may designate in writing. Tenant shall pay to Landlord as "Additional Rent" all other sums due under this Lease.

14. Character of Occupancy:

a) The Premises are to be occupied for a full service and fully operational medical examiner office use by the Jackson County Medical Examiners' Office, and for no other purpose without the prior written consent of Landlord. Tenant shall not use the Premises nor

permit anything to be done in or about the Premises or Building in any way which will conflict with any law, statute, ordinance, protective covenants affecting the Building or governmental or quasi-governmental rules or regulations now in force or which may hereafter be enacted or promulgated.

b) Tenant shall be responsible for the safe and complete disposal of all items, instruments or things which are utilized by Tenant, his or her agents or employees, in the treatment of patients or other individuals treated upon the Premises, including, but not limited to: needles, syringes, bandages, medical instruments, tissues, containers, receptacles, swabs, etc., as well as any and all potentially, possibly or actually contaminated, hazardous, diseased, infected or infectious material, substance or thing utilized or brought upon the Premises by Tenant or others. All such disposal shall comply fully with all applicable laws and regulations.

c) Tenant hereby defends and indemnifies Landlord and its employees and agents from and against any judgment, loss or claim, including attorney's fees, incurred in defending against any such loss or claim entered against, incurred or sustained by any or either of them as the result of any injury to any individual or entity occasioned by contact with or exposure to any infectious, infected, hazardous or contaminated material, substance or thing utilized, applied, removed or received by Tenant or its agents or employees.

15. Services and Utilities:

a) Landlord agrees, and in accordance with standards from time to time prevailing for medical office buildings in the Kansas City, Missouri, metropolitan area, to furnish to the Building in which the Premises are located, 24 hours per day, electricity service for lighting and light office machines, hot and cold water, heat, refrigerated air conditioning plumbing, and elevator service; in addition to general grounds security.

b) If Tenant requires water or electric power in excess of that usually furnished or supplied for the permitted use of the Premises, Tenant shall first procure the consent of Landlord for the use thereof. Tenant agrees to pay to Landlord such amounts as Landlord determines are necessary to cover the costs of such increased use of water and/or electric power, including, but not limited to, the cost of installation, monitoring, maintenance and repair of any check meter or other instrument necessary to measure the use of additional water and/or electric power. Landlord additionally reserves the right, and at its option shall be entitled, to cause the Premises to be separately metered for water and/or electric power usage.

c) Tenant agrees that Landlord shall not be liable for failure to supply any required services during any period when Landlord uses reasonable diligence to supply such services, or during any period Landlord is required to reduce or curtail such services pursuant to any applicable laws, rules or regulations, now or hereafter in force or effect, it being understood and agreed to by Tenant that Landlord may discontinue, reduce or curtail such services, or any of them, at such times as it may be necessary by reason of accident, repairs, strikes, lockouts, riots, acts of God, application of applicable laws, statutes, rules and regulations, or due to any other happening beyond the reasonable control of Landlord. In the event of any such unscheduled interruption, reduction or discontinuance of Landlord's services for a period of less than eight (8) hours, Landlord shall not be liable for damages to persons or property as a result thereof, nor

shall the occurrence of any such event in any way be construed as an eviction of Tenant or cause or permit an abatement, reduction or setoff of rent, or operate to release Tenant from any of Tenant's obligations hereunder.

16. Quiet Enjoyment:

Subject to the provisions of this Lease, Landlord covenants that Tenant on paying the rent and performing the covenants of this Lease on its part to be performed shall and may peacefully and quietly have, hold and enjoy the Premises for the term of this Lease. Landlord shall not be responsible for the acts or omissions of any other tenant or third party which may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Building or in the real property of which the Premises are a part, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

17. Maintenance and Repairs:

a) Notwithstanding any other provisions of this Lease, Landlord shall make timely repairs and maintain in good order, condition and repair the roof, foundations, plumbing, including plumbing fixtures, HVAC, electrical wiring, switches, fixtures and exterior walls of the Building excluding glass windows, door closure devices, door frames and locks, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of Tenant, its agents, servants, employees, licensees or invitees, in which case Tenant shall pay to Landlord, on demand, the cost of such maintenance and repairs less the amount of any insurance proceeds received by Landlord on account thereof, if applicable. Landlord shall also maintain and keep in good order public portions of the Building, including but not limited to landscaping and walkways. Tenant agrees to notify Landlord of the necessity for any repairs of which Tenant may have knowledge, and for which Landlord may be responsible under the provisions of this paragraph.

b) Tenant, at Tenant's sole cost and expense, shall maintain, in good order, condition and repair, the Premises, including the interior surfaces of the ceilings, interior walls and floors, all doors, interior glass and windows, store fronts, door closure devices, door frames and locks, and other mechanical items that are not designated as the responsibility of Landlord as set forth in 7.(a). Tenant further shall provide janitorial services for the Premises so as to maintain the same in a clean, safe, and sanitary condition. In the event Tenant fails to so maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to maintain the Premises. In the event Tenant fails to promptly commence such work and diligently pursue it to completion, then Landlord shall have the right, but shall not be required, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Tenant shall reimburse Landlord for all costs and expenses incurred in performing such work within ten (10) days of invoice. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

c) Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to their respective maintenance obligations as set forth herein.

18. Alterations and Additions:

a) Tenant shall make no alterations, additions or improvements to the Premises or any part thereof without obtaining the prior written consent of Landlord. Tenant shall not connect any apparatus, machinery or device to the Building systems, including electric wires, water pipes, fire safety, heating and mechanical systems, without the prior written consent of Landlord.

b) If Landlord shall approve any alterations by Tenant, all alterations, improvements and additions to the Premises shall be deemed a part of the real estate and the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the Lease term, whether by lapse of time or otherwise, unless Landlord, by notice given to Tenant no later than fifteen (15) days prior to the end of the term, shall elect to have Tenant remove all or any of such alterations, improvements or additions (excluding non-movable office walls) installed by Tenant, and in such event, Tenant shall promptly remove, at its sole cost and expense, such alterations, improvements and additions and restore the Premises to the condition in which the Premises were prior to the making of the same, reasonable wear and tear excepted. Any such removal, whether required or permitted by Landlord, shall be at Tenant's sole cost and expense, and Tenant shall restore the Premises to the condition in which the Premises were prior to the making of the same, reasonable wear and tear excepted.

c) Tenant, at its sole cost and expense, shall cause any permitted alterations, decorations, installations, additions or improvements in or about the Premises to be performed in compliance with all applicable requirements of insurance bodies having jurisdiction, and in such manner as not to interfere with, delay, or impose any additional expense upon Landlord in the construction, maintenance or operation of the Building, and so as to maintain harmonious labor relations in the Building.

d) Landlord acknowledges that it has purchased the building in which the Medical Examiner Office is currently located and where it has been located for a number of years, with the intent of renovating that portion of the building not being used by the Medical Examiner. Landlord warrants, represents and agrees that it will not interfere with the operation of the Medical Examiner Office by the creation of dust, debris, excessive noise or extended power interruption for any period of time in excess of eight (8) hours due to any renovation project during the term of this Lease. Landlord agrees that it will not block access from the first floor of the building to the Medical Examiner Office without at least 24 hours prior notice to the Medical Examiner, including, but not limited to access by law enforcement, the general public, and Medical Examiner Office personnel, and will not block access from the parking areas assigned to the Medical Examiner Office in this Lease. Landlord agrees that it shall limit renovation on the first floor of the building to cosmetic type changes during the term of this Lease.

19. Entry by Landlord:

Landlord and its agents shall have the right to enter the Premises at all reasonable times, and with prior notice of at least 24 hours whenever possible and with escort through the premises by an authorized Medical Examiner Office employee, for the purpose of examining or inspecting the same, to supply any services to be provided by Landlord hereunder, to show the same to prospective purchasers and prospective tenants of the Building, and to make such alterations, repairs, improvements or additions to the Premises or to the Building as Landlord may deem necessary or desirable. Landlord and its agent may enter the Premises at all times and without advance notice for the purpose of responding to an actual or apparent emergency; however, an employee of the Medical Examiner's Office shall be immediately notified in such an event. Landlord shall retain a master key to the Premises.

20. Mechanic's Liens:

Tenant shall pay or cause to be paid all costs for work done by or on behalf of Tenant or caused to be done by or on behalf of Tenant on the Premises of a character which will or may result in liens against Landlord's interest in the Premises or Building and Tenant will keep the Premises, and Building free and clear of all mechanic's liens and other liens on account of work done for or on behalf of Tenant or persons claiming under Tenant. Tenant hereby agrees to indemnify, defend and save Landlord harmless of and from all liability, loss, damages, costs or expenses, including attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials or supplies furnished to Tenant, including lien claims of laborers, materialmen or others. Should any such liens be filed or recorded against the Premises, or Building with respect to work done for or materials supplied to or on behalf of Tenant or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof.

21. Damage to Property, Injury to Persons:

a) Tenant, hereby defends, indemnifies and agrees to hold Landlord harmless from any and all claims of liability for any injury or damage to any person or property whatsoever: (1) occurring in, on or about the Premises or any part thereof if caused by Tenant, its employees or agents; and (2) occurring in, on or about the Building, when such injury or damage is caused in part or in whole by the act, neglect, fault or omission of Tenant, its agents, contractors, employees, licensees or invitees, subject to the comparative fault law of Missouri. Landlord hereby defends, indemnifies and agrees to hold Tenant harmless from any and all claims of liability for any injury or damage to any person or property whatsoever: (1) occurring in, on or about the Premises or any part thereof if caused by Landlord, its employees or agents; and (2) occurring in, on or about the Building, when such injury or damage is caused in part or in whole by any negligent or wrongful act or omission of Landlord, its agents, contractors, employees, licensees subject to the comparative fault law of Missouri. Tenant further agrees to defend, indemnify and to hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, employees, licensees or invitees. Such indemnities shall include by way of example, but not limitation, all court costs incurred in or about any such claim, action or

proceeding. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Building, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. Tenant agrees to pay for all damage to the Building, as well as all damage to persons or property of other tenants or occupants thereof, caused by the misuse, neglect, act, omission or negligence of Tenant or any of its agents, contractors, employees, licensees or invitees.

b) Neither Landlord nor its agents or employees shall be liable for any damage to property entrusted to Landlord, its agents or employees, or employees of the building manager, if any, nor for the loss or damage to any property occurring by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the roof, street or subsurface or from any other place or resulting from dampness, or any other cause whatsoever; provided, however, nothing contained herein shall be construed to relieve Landlord from liability for any personal injury resulting from its gross negligence. Neither Landlord nor its agents or employees shall be liable to Tenant or its officers, employees, guests or invitees for any damages arising from any latent defect in the Premises or in the Building. Tenant shall give prompt notice to Landlord in case of fire or accidents in or about the Premises or the Building or of defects therein or in the fixtures or equipment located therein.

c) In case any claim, demand, action or proceeding is made or brought against Landlord, its agents or employees, by reason of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including but not limited to reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

d) In case any claim, demand, action or proceeding is made or brought against Tenant, its agents or employees, by reason of any obligation on Landlord's part to be performed under the terms of this Lease, or arising from any wrongful act or negligence of Landlord, its agents or employees, or which gives rise to Landlord's obligation to indemnify Tenant, Landlord shall be responsible for all costs and expenses, including but not limited to reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

e) Each party hereby releases the other party with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property (including the Building, the Premises and rental value or business interruption) occurring during the term of this Lease to the extent it is insured under a policy or policies naming the above party as an additional insured as provided above.

22. Tenant's Indemnity Obligations:

d) Tenant is a political subdivision of the State of Missouri, and enjoys sovereign immunity from tort claims under Article XI of the Missouri Constitution and the laws of the State of Missouri. As such, Tenant is not required to adopt a formal self-insurance plan or to purchase liability insurance. Claims made against Jackson County, and obligations for indemnity owed by Jackson County, are budgeted in the annual budget adopted by the Jackson County Legislature from year to year. Tenant agrees to indemnify Landlord and to adequately fund that obligation in the annual budget from year to year during the effective term of this Lease.

23. Landlord's Insurance:

d) Landlord shall procure and maintain at its own cost at all times during the term of this Lease and any extensions hereof: (i) property coverage on Landlord's property and the contents of the Premises including glass insurance, and (ii) commercial general liability insurance, including coverage for bodily injury, property damage, personal injury, products and completed operations, and contractual liability with the following limits of liability: One Million Dollars (\$1,000,000.00) each occurrence combined single limit and Three Million Dollars (\$3,000,000.00) in the aggregate. All such insurance shall be procured from a responsible insurance company or companies authorized to do business in Missouri and shall be otherwise satisfactory to Tenant. The general liability policy shall name Tenant as an additional insured and shall be primary to any insurance provided by Tenant. Landlord shall provide certificate(s) of such insurance to Tenant upon commencement of the Lease term and at least thirty (30) days prior to any annual renewal date thereof and upon request from time to time and such certificate(s) shall disclose that such insurance names Tenant as an additional insured, in addition to the other requirements set forth herein. The limits of such insurance shall not, under any circumstances, limit the liability of Landlord hereunder. Landlord shall provide to Tenant not less than thirty (30) days prior written notice of any cancellation or material change in coverage required under this Lease.

e) Landlord is allowed, at its sole discretion, to self-insure, in whole or in part, any insurance obligation under this Lease.

24. Damage or Destruction to Building:

d) In the event that the Premises or the Building are damaged by fire or other insured casualty and the insurance proceeds have been made available therefore by the holder or holders of any mortgages or deeds of trust covering the Building, the damage shall be repaired by and at the expense of Landlord to the extent of such insurance proceeds available therefor, provided such repairs and restoration can, in Landlord's reasonable opinion, be made within one hundred eighty (180) days after the occurrence of such damage without the payment of overtime or other premiums, and until such repairs and restoration are completed, the Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of its business, as may be reasonably determined by Landlord, (but there shall be no abatement of Rent by reason of any portion of the Premises being unusable for a period equal to one day or less). Landlord agrees to notify Tenant within thirty (30) days after such casualty if it estimates that it will be unable to repair and restore the Premises within said one hundred eighty (180) day period. Such notice shall set forth the approximate length of time Landlord estimates will be

required to complete such repairs and restoration. Notwithstanding anything to the contrary contained herein, if Landlord cannot or estimates it cannot make such repairs and restoration within said one hundred eighty (180) day period, then Tenant may, by written notice to Landlord, cancel this Lease, provided such notice is given to Landlord within fifteen (15) days after Landlord notifies Tenant of the estimated time for completion of such repairs and restoration. Notwithstanding the preceding sentence, Tenant may not cancel this Lease as hereinabove stated if the damage to the Premises or the Building is in whole or in part the result of the act, omission, fault or negligence of Tenant, its agents, contractors, employees, licensees or invitees. Except as provided in this Paragraph 15, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business or property arising from the making of any such repairs, alterations or improvements in or to the Building, Premises or fixtures, appurtenances and equipment. Tenant understands that Landlord will not carry insurance of any kind on Tenant's Property, including furniture and furnishings, or on any fixtures or equipment removable by Tenant under the provisions of this Lease, or any improvement installed in the Premises by or on behalf of Tenant, and that Landlord shall not be obligated to repair any damage thereto or replace the same.

e) In case the Building throughout shall be so injured or damaged, whether by fire or otherwise (though the Premises may not be affected, or if affected, can be repaired within said one hundred eighty (180) days) that Landlord, within sixty (60) days after the happening of such injury, shall decide not to reconstruct or rebuild the Building, then notwithstanding anything contained herein to the contrary, upon notice in writing to that effect given by Landlord to Tenant within said sixty (60) days, Tenant shall pay the rent, properly apportioned up to date of such casualty, this Lease shall terminate from the date of delivery of said written notice, and both parties hereto shall be released and discharged from all further obligations hereunder (except those obligations which expressly survive termination of the Lease term). A total destruction of the Building shall automatically terminate this Lease.

25. Condemnation:

a) If the whole of the Premises or so much thereof as to render the balance unusable by Tenant for the proper conduct of its business shall be taken under power of eminent domain or transferred under threat thereof, then this Lease, at the option of either Landlord or Tenant exercised by either party giving notice to the other of such election within thirty (30) days after such conveyance or taking possession, whichever is earlier, shall forthwith cease and terminate and the rent shall be duly apportioned as of the date of such taking or conveyance. No award for any partial or entire taking shall be apportioned and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof. Notwithstanding the foregoing, Tenant shall be entitled to seek, directly from the condemning authority, an award for its removable trade fixtures, equipment and personal property and relocation expenses, if any, to the extent Landlord's award is not diminished. In the event of a partial taking which does not result in a termination of this Lease, Rent shall be reduced in proportion to the reduction in the size of the Premises so taken and this Lease shall be modified accordingly. Promptly after obtaining knowledge thereof, Landlord or Tenant, as the case may be, shall notify the other of any pending or threatened condemnation or taking affecting the Premises or the Building.

b) If all or any portion of the Premises shall be condemned or taken for governmental occupancy for a limited period, this Lease shall not terminate and Landlord shall be entitled to receive the entire amount of any such award or payment thereof as damages, rent or otherwise. Tenant hereby assigns to Landlord any award which may be made in such temporary taking, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof. Tenant shall be entitled to receive an abatement of Rent in proportion to the reduction in the size of the Premises so taken.

26. Assignment and Subletting:

a) Tenant shall not permit any part of the Premises to be used or occupied by any persons other than Tenant and its employees, nor shall Tenant permit any part of the Premises to be used or occupied by any licensee or concessionaire or permit any persons other than Tenant, its employees and invitees, to be upon the Premises.

b) Tenant shall not voluntarily, by operation of law, or otherwise, assign, transfer or encumber this Lease or any interest herein nor sublet or part with possession of all or any part of the Premises (any and all of which shall hereinafter be referred to as "Transfer") without Landlord's prior written consent. Any Transfer without the prior written consent of Landlord shall constitute a default hereunder and shall be void ab initio and shall confer no rights upon any third party, notwithstanding Landlord's acceptance of rent payments from any purported transferee.

c) In the event of any Transfer of this Lease or all or any part of the Premises by Tenant, without Landlord's prior written consent, Landlord in addition to any rights contained herein, shall have the following options at its discretion:

(1) To collect and receive the excess of rent due to Tenant from such sublessee or assignee over the Rent due hereunder;

(2) To give Tenant written notice of Landlord's intention to terminate this Lease on the date such notice is given or on any later date specified therein, whereupon, on the date specified in such notice, Tenant's right to possession of the Premises shall cease and this Lease shall thereupon be terminated, except as to any uncompleted obligations of Tenant; or

(3) To re-enter and take possession of the Premises or the part thereof subject to such Transfer, and to enforce all rights of Tenant, and receive and collect all rents and other payments due to Tenant, in accordance with such sublet or assignment of the Premises, or any part thereof, as if Landlord was the or assignor, and to do whatever Tenant is permitted to do pursuant to the terms of such sublease or assignment.

d) At the time of making a request for Landlord's consent to a Transfer and not less than thirty (30) days prior to the proposed effective date thereof, Tenant shall provide to Landlord such information as Landlord, its accountants and attorneys, shall reasonably require with respect to such proposed Transfer, including but not limited to name and address of the

proposed transferee, description of business operations, financial information and certificate of corporate authority and good standing or partnership certificate, as applicable.

e) Consent of Landlord to a Transfer shall not relieve Tenant from seeking consent to any subsequent Transfers.

f) All subleases or assignments shall be in writing and a copy thereof provided to Landlord within ten (10) days of its effective date. All subleases shall further contain an express provision that in the event of any default by Tenant under this Lease and upon notice thereof to the subtenant from Landlord, all rentals payable by the subtenant shall be paid directly to Landlord, for the Tenant's account, until subsequent notice from Landlord that such default has been cured. Notwithstanding the foregoing, receipt by Landlord of rent directly from the subtenant shall not be considered a waiver of the default on the part of Tenant, or an acceptance of such subtenant.

27. Estoppel Certificate:

Tenant further agrees at any time and from time to time on or before five (5) days after written request by Landlord, to execute, acknowledge and deliver to Landlord an estoppel certificate certifying (to the extent it believes the same to be true) 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 stating the modifications), that there have been no defaults thereunder by Landlord or Tenant (or if there have been defaults, setting forth the nature thereof), the date to which the rent and other charges have been paid, if any, that Tenant claims no present charge, lien, claim or offset against rent, the rent is not prepaid for more than one month in advance and such other matters as may be reasonably required by Landlord, Landlord's mortgagee, or any potential purchaser of the Building, it being intended that any such statement delivered pursuant to this Paragraph may be relied upon by any prospective purchaser of all or any portion of Landlord's interest herein, or a holder of any mortgage or deed of trust encumbering any portion of the Building. Tenant's failure to deliver such statement within such time shall be a default under this Lease. Notwithstanding the foregoing, in the event that Tenant does not execute the statement required by this Paragraph, Tenant hereby grants to Landlord a power of attorney coupled with an interest to act as Tenant's attorney in fact for the purpose of executing such statement or statements required by this Paragraph.

28. Default by Tenant:

a) The following events (herein referred to as an "event of default") shall constitute a default by Tenant hereunder;

(1) Tenant shall fail to pay when due any installment of Rent or any other amounts payable hereunder;

(2) This Lease shall be transferred to or shall pass to or devolve upon any other person or party in violation of the provisions of this Lease, except as permitted herein;

(3) Tenant shall abandon or permanently vacate the Premises for ten (10) consecutive days;

(4) Tenant shall fail to perform any of the other agreements, terms, covenants or conditions hereof on Tenant's part to be performed, and such nonperformance shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant; provided, however, that if Tenant cannot reasonably cure such nonperformance within thirty (30) days, Tenant shall not be in default if it commences cure within said thirty (30) days and diligently pursues the same to completion, with completion occurring in all instances within sixty (60) days;

(5) Tenant shall fail to obtain a release of any mechanic's lien, as required herein; and

(6) All or any part of the personal property of Tenant is seized, subject to levy or attachment, or similarly repossessed or removed from the Premises.

b) Upon the occurrence of an event of default, Landlord shall have the right, at its election, then or at any time thereafter and while any such event of default shall continue, either:

(1) To give Tenant written notice of Landlord's intention to terminate this Lease on the date such notice is given or on any later date specified herein, whereupon, on the date specified in such notice, Tenant's right to possession of the Premises shall cease and this Lease shall thereupon be terminated; provided however, all of Tenant's obligations, including but not limited to, the amount of Rent and other obligations reserved in this Lease for the balance of the term hereof, shall immediately be accelerated and due and payable.

(2) To re-enter and take possession of the Premises or any part thereof and repossess the same as Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be reasonably necessary, without being liable for prosecution thereof, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions; provided, however, any such action shall be in compliance with the provisions of Missouri Revised Statutes. Should Landlord elect to re-enter the Premises as provided in this Paragraph 19(b)(2) or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part thereof, in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its discretion, may determine, and Landlord may collect and receive the rents therefore. Landlord shall in no way be responsible or liable for any failure to relet

the Premises or any part thereof or for any failure to collect any rent due upon such reletting. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such re-entry and/or reletting, to exercise its right to terminate this Lease by giving Tenant such written notice, in which event, this Lease will terminate as specified in said notice.

c) Suit or suits for the recovery of the amounts and damages set forth above may be brought by Landlord, from time to time, at Landlord's election and nothing herein shall be deemed to require Landlord to await the date whereon this Lease or the term hereof would have expired had there been no such default by Tenant or no such termination, as the case may be.

d) After an event of default by Tenant, Landlord may, without terminating this Lease, enter upon the Premises, with force if necessary without being liable for prosecution of any claim for damages, without being deemed guilty of any manner of trespass and without prejudice to any other remedies, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with the Tenant's obligations under this Lease; further, Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this subparagraph caused by the negligence of Landlord or otherwise.

e) No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Landlord.

f) Any rents or other amounts owing to Landlord hereunder which are not paid within ten (10) days of the date they are due, shall thereafter bear interest from the due date at the rate of nine percent (9%) per annum ("Interest Rate") until paid. Similarly, any amounts paid by Landlord to cure any default of Tenant or to perform any obligation of Tenant, shall, if not repaid by the Tenant within five (5) days of demand by Landlord, thereafter bear interest from the date paid by Landlord at the Interest Rate until paid. In addition to the foregoing, Tenant shall pay to Landlord whenever any Rent or any other sums due hereunder remain unpaid more than ten (10) days after the due date thereof, a late charge equal to five percent (5%) of the amount due.

g) Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease now or hereafter

existing at law or in equity or of statute or otherwise, including, but not limited to, suits for injunctive or declaratory relief and specific performance. The exercise or commencement of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or subsequent exercise by Landlord of any or all other rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in connection with collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including, by way of example, but not limitation, reasonable attorneys' fees from the date any such matter is turned over to an attorney, shall also be recoverable by Landlord from Tenant.

29. Default by Landlord:

a) The following events (herein referred to as an "event of default") shall constitute a default by Landlord hereunder;

(1) Landlord shall abandon or permanently vacate the Premises for ten (10) consecutive days;

(2) Landlord shall fail to perform any of the other agreements, terms, covenants or conditions hereof on Landlord's part to be performed, and such nonperformance shall continue for a period of thirty (30) days after notice thereof by Tenant to Landlord; provided, however, that if Landlord cannot reasonably cure such nonperformance within thirty (30) days, Landlord shall not be in default if it commences cure within said thirty (30) days and diligently pursues the same to completion, with completion occurring in all instances within sixty (60) days; and

(3) All or any part of the personal property of Landlord is seized, subject to levy or attachment, or similarly repossessed or removed from the Premises.

b) Upon the occurrence of an event of default, Tenant shall have the right to give Landlord written notice of Tenant's intention to terminate this Lease on the date such notice is given or on any later date specified herein, whereupon, on the date specified in such notice.

c) No failure by Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Landlord, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Tenant.

d) Landlord agrees to reimburse Tenant on demand for any expenses which Tenant may incur in effecting compliance with the Landlord's obligations under this Lease; further, Landlord agrees that Tenant shall not be liable for any damages resulting to Landlord from effecting compliance with Landlord's obligations under this subparagraph caused by the negligence of Tenant or otherwise.

e) Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease now or hereafter existing at law or in equity or of statute or otherwise, including, but not limited to, suits for injunctive or declaratory relief and specific performance. The exercise or commencement of the exercise by Tenant of any one or more of the rights or remedies provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or subsequent exercise by Landlord of any or all other rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise.

30. Removal of Tenant's Property:

All movable furniture, telecommunications cabling and personal effects of Tenant not removed from the Premises upon the vacation or abandonment thereof coupled with non-payment of Rent or Operating Expenses or upon the termination of this Lease for any cause whatsoever shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant and without obligation to account therefore, and Tenant shall reimburse Landlord for all expenses incurred in connection with the disposition of such property.

31. Holding Over:

Tenant shall have no right to "hold over" after the termination of this Lease.

32. Parking and Building Common Areas:

Landlord and Tenant acknowledge and agree that Landlord shall provide 14 parking spaces adjacent to or in close proximity to the rear entry to the Premises. Landlord shall provide an additional 4 parking spaces adjacent to or in close proximity to the rear entry to the Premises upon closing of the acquisition of said real property from TMC in which the Eye Foundation Clinic is now located, which is anticipated to be on or about September 1, 2013. Except as otherwise specifically provided herein, all courtyards and other areas, facilities or improvements furnished by Landlord are for the general and non-exclusive use in common of all tenants and occupants of the Building, and those persons invited upon the land upon which the Building is situated and shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right, without obligation to establish, modify and enforce such rules and regulations which the Landlord may deem reasonable and/or necessary.

33. Surrender:

Upon the expiration or earlier termination of this Lease, Tenant shall promptly quit and surrender to Landlord the Premises broom clean, in good order and condition, ordinary wear and tear and loss by fire or other casualty excepted, and Tenant shall remove all of its movable furniture, telecommunications cabling and other effects and such alterations, additions and improvements as Landlord shall require Tenant to remove pursuant to Paragraph 10 hereof. In the event Tenant fails to so vacate the Premises on a timely basis as required, Tenant shall be responsible to Landlord for all costs and damages incurred by Landlord as a result of such failure, plus interest thereon at the Interest Rate on all amounts not paid by Tenant within five (5) days of demand, until paid in full.

34. Acceptance of Premises by Tenant:

Taking possession of the Premises by Tenant shall be conclusive evidence as against Tenant that the Premises were in the condition agreed upon between Landlord and Tenant.

35. Subordination and Attornment:

a) This Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate in all respects to all present and future deeds of trust, mortgages and building loan agreements, including leasehold mortgages and building loan agreements, which may now or hereafter affect the Building or any of such leases, whether or not such deeds of trust or mortgages shall also cover other lands or buildings, to each and every advance made or hereafter to be made under such deeds of trust or mortgages, and to all renewals, modifications, replacements and extension of such leases, deeds of trust and mortgages. The provisions of this Paragraph shall be self-operative and no further instrument of subordination shall be required. However, in confirmation of such subordination, Tenant shall promptly execute and deliver to Landlord (or such other party so designated by Landlord) at Tenant's own cost and expense, within five (5) days after request from Landlord an instrument, in recordable form if required, evidencing such subordination. Failure by Tenant to comply with the requirements of this Paragraph shall be a default hereunder. Notwithstanding the foregoing, in the event that Tenant does not execute such documents as may be required to confirm the subordination set forth in this Paragraph, Tenant hereby grants to Landlord a power of attorney coupled with an interest to act as Tenant's attorney in fact for the purposes of executing whatever documents are necessary to evidence such subordination. Notwithstanding the foregoing, upon Tenant's request, Landlord agrees to request such superior party grant to Tenant a non-disturbance agreement in the form then being used by such superior party for such purposes, providing that Tenant, notwithstanding a default by Landlord, shall be entitled to remain in possession of the Premises in accordance with the terms of this Lease for so long as Tenant shall not be in default of any term, condition or covenant of this Lease. Further, Tenant shall attorn to such superior party.

b) Tenant shall take no steps to terminate this Lease, without giving written notice to such superior party, and a reasonable opportunity to cure (without such superior party being obligated to cure), any default on the part of Landlord under this Lease.

36. Payments After Termination:

No payments of money by Tenant to Landlord after the termination of this Lease, in any manner, or after giving of any notice (other than a demand for payment of money) by Landlord to Tenant, shall reinstate, continue or extend the term of this Lease or affect any notice given to Tenant prior to the payment of such money, it being agreed that after the service of notice of the commencement of a suit or other final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of rent due, or any other sums of money due under the terms of this Lease or otherwise exercise its rights and remedies hereunder. The payment of such sums of money, whether as rent or otherwise, shall not waive said notice or in any manner affect any pending suit or judgment theretofore obtained.

37. Authorities for Action and Notice:

a) Except as otherwise provided herein, Landlord may, for any matter pertaining to this Lease, act by and through its building manager or any other person designated in writing from time to time.

b) All notices or demands required or permitted to be given to Landlord hereunder shall be in writing, and shall be deemed duly served when received, if hand delivered, or five (5) days after deposited in the United States mail, with proper postage prepaid, certified or registered, return receipt requested, addressed to Landlord in care of:

The Children's Mercy Hospital
2401 Gillham Road
Kansas City, MO 64108
Attn: Randall L. O'Donnell, PhD, President and Chief Executive Officer

With a copy to:

Vice President & General Counsel
The Children's Mercy Hospital
401 Gillham Road
Kansas City, MO 64108

All notices or demands required to be given to Tenant hereunder shall be in writing, and shall be deemed duly served when received, if hand delivered, or five (5) days after deposited in the United States mail, with proper postage prepaid, certified or registered, return receipt requested, addressed to Tenant as follows:

Jackson County Medical Examiner's Office
660 East 24th Street
Kansas City, MO 64108
Attn: Medical Examiner

With a copy to:

Chief Operating Officer
Jackson County, Missouri
415 East 12th Street-2nd Floor
Kansas City, MO 64106

With a copy to:

County Counselor Of Jackson County, Missouri
415 East 12th Street-2nd Floor
Kansas City, MO 64106

Either party shall have the right to designate in writing, served as above provided, a different address to which notice is to be provided. The foregoing shall in no event prohibit

notice from being given as provided in the Missouri Rules of Civil Procedure, as the same may be amended from time to time.

38. Liability of Landlord:

Landlord's liability under this Lease shall be limited to insurance coverage provided by Landlord as required by this Lease, and to Landlord's estate and interest in the Building (or to the proceeds thereof) and no other property or other assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use and occupancy of the Premises. Nothing contained in this Paragraph shall be construed to permit Tenant to offset against rents due a successor landlord, a judgment (or other judicial process) requiring the payment of money by reason of any default of a prior landlord, except as otherwise specifically set forth herein.

39. Taxes:

a) Tenant shall be liable for and shall pay at least ten (10) days before delinquency and Tenant hereby agrees to indemnify and hold Landlord harmless from and against any liability in connection with, all taxes levied against any personal property, fixtures, machinery, equipment, apparatus, systems and appurtenances placed by or on behalf of Tenant in or about or utilized by Tenant in, upon or in connection with the Premises ("Equipment Taxes").

40. Rights Reserved to Landlord:

a) Landlord shall have the following rights without liability to Tenant for damage or injury to property, person or business (all claims for damage being hereby waived and released), and without effecting an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoffs or abatement of rent:

(1) To enter the Premises as more fully provided in this Lease.

(2) To install and maintain signs on the exterior of the Building.

(3) To have pass keys to the Premises.

(4) To do or permit to be done any work in or about the exterior of the Building or any adjacent or nearby building, land, street or alley, subject to all specific agreements contained in this Lease, including, but not limited to, renovations.

(5) To grant to anyone the exclusive right to conduct any business or render any service in the Building, provided such exclusive right shall not operate to exclude Tenant from the use expressly permitted by this Lease.

41. Force Majeure Clause:

Wherever there is provided in this Lease a time limitation for performance by Landlord of any obligation including, but not limited to, obligations related to construction, repair, maintenance or service, the time provided for shall be extended for as long as and to the extent that delay in compliance with such limitation is due to an act of God, governmental control or other factors beyond the reasonable control of Landlord.

42. Signage:

a) No new sign, advertisement or notice shall be inscribed, painted or affixed on any part of the inside or outside of the Building unless of such color, size and style and in such place upon or in the Building as shall be first designated by Landlord, but there shall be no obligation or duty on Landlord to allow any sign, advertisement or notice to be inscribed, painted or affixed on any part of the inside or outside of the Building. Landlord shall have the right to remove all non-permitted signs without notice to Tenant and at the expense of Tenant.

b) Tenant shall only be permitted to install building standard signs and logos, subject to Landlord's prior written consent and criteria as to size, design, materials and location.

43. Miscellaneous:

a) The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of the Building at the time in question, and in the event of any transfer or transfers of the title thereto, Landlord herein named (and in the case of any subsequent transfers or conveyances, the then grantor) shall be automatically released from and after the date of such transfer or conveyance of all liability in respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed and relating to events occurring thereafter; provided that any funds in the hands of Landlord or the then grantor at the time of such transfer in which Tenant has an interest shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provisions of this Lease shall be paid to Tenant.

b) This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant shall not be entitled to any setoff of the rent or other amounts owing hereunder against Landlord, if Landlord fails to perform its obligations set forth herein, except as herein specifically set forth.

c) If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable, provided such addition does not increase or decrease the obligations of or derogate from the rights or powers of either Landlord or Tenant.

d) The captions of each paragraph are added as a matter of convenience only and shall be considered of no effect in the construction of any provision or provisions of this Lease.

e) Except as herein specifically set forth, all terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their respective heirs, administrators, executors, successors and assigns. The terms, conditions and covenants hereof shall also be considered to be covenants running with the land.

f) Except as otherwise specifically provided herein, in the event Landlord shall fail to perform any of the agreements, terms, covenants or conditions hereof on Landlord's part to be performed, and such nonperformance shall continue for a period of thirty (30) days after written notice thereof, from Tenant to Landlord, or if such performance cannot be reasonably had within such thirty (30) day period, and Landlord shall not in good faith have commenced such performance within such thirty (30) day period and proceed therewith to completion, it shall be considered a default of Landlord under this Lease. Tenant shall give written notice to Landlord in the matter herein set forth and shall afford Landlord a reasonable opportunity to cure any such default. In addition, Tenant shall send notice of such default by certified or registered mail, with proper postage prepaid, to the holder of any mortgages or deeds of trust covering the Building or any portion thereof of whose address Tenant has been notified in writing and shall afford such holder a reasonable opportunity to cure any alleged default on Landlord's behalf.

g) No act or thing done by Landlord or Landlord's agent during the term hereof, including but not limited to any agreement to accept surrender of the Premises or to amend or modify this Lease, shall be deemed to be binding upon Landlord unless such act or things shall be by an officer of Landlord or a party designated in writing by Landlord as so authorized to act. The delivery of keys to Landlord, or Landlord's agent, employees or officers shall not operate as a termination of this Lease or a surrender of the Premises. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy available to Landlord.

h) Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except such as are expressed in this Lease.

i) Notwithstanding anything to the contrary contained herein, Landlord's liability under this Lease shall be limited to its interests in this Building.

j) Time is of the essence hereof.

k) This Lease shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for any action between the parties arising out of the Lease

shall be filed and maintained solely in the Circuit Court of Jackson County, Kansas City, Missouri.

l) This Lease contains the entire agreement of the parties and may not be amended or modified in any manner except by an instrument in writing signed by both parties.

m) The submission or delivery of this document for examination and review does not constitute an option, an offer to lease space in the Building, or an agreement to lease. This document shall have no binding effect on the parties unless and until executed by both Landlord and Tenant.

n) If Landlord must obtain lender approval of this Lease, then the Lease shall not be effective unless and until such approval is received from such lender by Landlord in writing. If such approval has not been obtained within one month after Tenant's execution hereof, then the Lease shall, at the option of Landlord, be void and both parties shall be released from all obligations hereunder.

44. Hazardous Materials:

a) Tenant shall (i) not cause or permit any Hazardous Material other than bio-waste inherent in the operation of a medical examiner office, to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors, licensees or invitees, without prior written consent of Landlord (which Landlord shall not unreasonably withhold or delay as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Materials so brought upon or used or kept in or about the Premises). If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by Tenant results in contamination of the Premises or Building, or any part thereof, or if contamination of the Premises or Building by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord, its agents, employees, legal representatives, successors and assigns, harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises and Building, damages for the loss or restriction on use of any rentable or usable space or of any amenity of the Premises or Building, damages arising from any adverse impact on marketing of space in the Building, and sums paid in settlement of claims, reasonable attorneys' fees, consultant fees and expert fees) which arise during or after the Lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, such costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in or about the Building or the soil or ground water on or under the Building. Without limiting the foregoing, if the presence of any Hazardous Material on or about the Building caused or permitted by Tenant results in any contamination of any portion thereof, Tenant shall promptly take all actions at its sole expense as are necessary to return the Building to the condition existing prior to the introduction of any such Hazardous Material, subject to obtaining Landlord's prior written consent to the actions to be taken by

Tenant. Landlord may properly require its consent to the selection of the contractors and other experts involved in the inspection, testing and removal or abatement activities, the scope of activities to be performed, the manner and method for performance of such activities, and such other matters as may be required or requested by Landlord for the safety of and continued use of the Building and all occupants thereof. The obligations and liabilities of Tenant herein shall survive expiration or termination of this Lease.

b) **“Hazardous Material,”** as used in this Lease, shall be construed in its broadest sense and shall include asbestos, other asbestotic material (which is currently or may be designated in the future as a Hazardous Material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material if defined or designated as hazardous or toxic substance, or other similar term, by any federal, state or local law, statute, regulation, or ordinance affecting the Building or Premises presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time.


c) In the event Tenant causes or permits Hazardous Material to be brought upon, kept, or used in or about the Premise, with or without Landlord’s consent, Landlord shall be entitled to have an environmental audit performed at reasonable intervals during the term, in Landlord’s reasonable judgment, the reasonable costs and expense of which shall be paid by Tenant.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

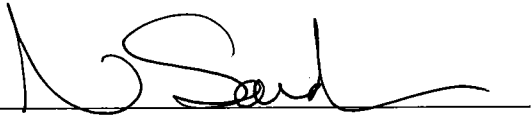
LANDLORD:

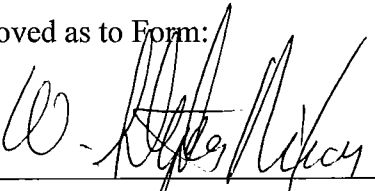
The Children's Mercy Hospital


By: 
Name: Randall O'Donnell
Title: President & CEO

TENANT:

Jackson County, Missouri

By: 
Name: Michael D. Sanders
Title: County Executive

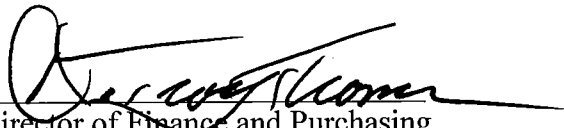
Approved as to Form: 
Name: W. Stephen Nixon
Title: Jackson County Counselor

Attest: 
Name: Mary Jo Spino
Title: Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance, otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$2.00 which is hereby authorized.

June 25, 2013
Date


Director of Finance and Purchasing
Account Number:
002-2001-6620
20012013005



CERTIFICATE OF LIABILITY INSURANCE

6/1/2014

DATE (MM/DD/YYYY)

6/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|--|--|--|----------------|------------------------|
| PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: | | FAX (A/C, No): | |
| | INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURED 1345595 THE CHILDREN'S MERCY HOSPITAL 2401 GILLHAM ROAD KANSAS CITY MO 64108 | INSURER A : CONTINENTAL CASUALTY COMPANY | | | NAIC # 19682 |
| | INSURER B : Hartford Fire Insurance Company | | | |
| | INSURER C : | | | |
| | INSURER D : | | | |
| | INSURER E : | | | |
| INSURER F : | | | | |


COVERAGES CHIME01 **CERTIFICATE NUMBER:** 12438916 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|------------------|-------------------------|-------------------------|---|--------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000/CLAIM DED GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | Y | N | HML 1064404158-9 | 6/1/2013 | 6/1/2014 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 3,000,000 |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) | \$ XXXXXXXX |
| | | | | | | | BODILY INJURY (Per person) | \$ XXXXXXXX |
| | | | | | | | BODILY INJURY (Per accident) | \$ XXXXXXXX |
| | | | | | | | PROPERTY DAMAGE (Per-accident) | \$ XXXXXXXX |
| | | | | | | | | \$ XXXXXXXX |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE | \$ XXXXXXXX |
| | | | | | | | AGGREGATE | \$ XXXXXXXX |
| | | | | | | | | \$ XXXXXXXX |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | NOT APPLICABLE | | | WC STATU-TORY LIMITS | OTHER |
| | | | | | | | E.L. EACH ACCIDENT | \$ XXXXXXXX |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ XXXXXXXX |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ XXXXXXXX |
| B | PROPERTY (INLAND MARINE) | N | N | 37MSTX9196 | 6/1/2013 | 6/1/2014 | PER SCHEDULE ON FILE WITH CARRIER | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Jackson County Medical Examiner's Office is additional insured as respects general liability policy as required by contract.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| 12438916 Jackson County Medical Examiner's Office 660 East 24th Street Kansas City MO 64108 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |