

LEASE AGREEMENT

This Lease Agreement is made and entered into this day by and between Madison County, Mississippi, a public body corporate, acting through the Madison County Board of Supervisors ("Landlord") and the Board of Trustees of the Madison County Nursing Home, a Mississippi Community Hospital ("Tenant").

WHEREAS, the old Madison County Medical Center and improvements are located on that real property more particularly described in Exhibit "A" attached hereto (the "Premises"), and the Premises have been abandoned and non-operational for years;

WHEREAS, Tenant is willing to fund the asbestos abatement and demolition of the Premises to enhance the aesthetics of the adjoining nursing home and assisted living facilities operated by Tenant, and Tenant may in the future at the discretion of its Board of Trustees build a walking trail or similar facilities for use by the residents of the nursing home and for the County at large; and

WHEREAS, the Board of Supervisors has determined that the abatement and demolition costs are substantial and are far greater than the value of the Premises in its current condition and the payment of said costs and the potential improvement of the real property as described above is adequate consideration for the lease of the real property.

NOW, THEREFORE, in consideration of the above-described consideration, and in further consideration of the performance by Tenant of all of the terms and provisions of this Lease, Landlord and Tenant agree and covenant as follows:

- 1) PREMISES. Landlord does hereby lease to Tenant and Tenant

does hereby rent from Landlord property described in Exhibit "A" attached hereto.

2) TERM. This Lease shall be for a term of fifty (50) years commencing upon execution of the Lease by Tenant and ending fifty (50) years from said date. Each party shall be entitled to terminate this Lease with two (2) weeks advance notice to the other, in writing, with or without cause

3) RENT. There shall be no monthly or annual rental payments, and the consideration paid for the rental is the asbestos abatement and demolition and potential future development of the Premises as described above.

5) ASBESTOS ABATEMENT, DEMOLITION AND FUTURE DEVELOPMENT. Landlord expressly acknowledges and agrees, and expressly gives its permission, that Tenant will have performed by a contractor or contractors the asbestos abatement and complete demolition of the Premises. Any future improvements to the Premises following demolition must be submitted in advance for the Landlord's consideration of same.

6) ASSIGNMENT AND SUBLEASING. Tenant shall not assign, lease, or sublet the Premises without first obtaining the written consent of Landlord in each instance. Landlord's consent to assignment or subletting shall not be a waiver of Landlord's right to consent to any subsequent assignment or sublease. If this Lease is assigned, or if the Premises or any part thereof are sublet, or occupied by anyone other than Tenant, Landlord may, after default of Tenant, collect rent directly from any assignee, subtenant or occupant. The consent by Landlord to assignment or subletting shall not be construed to relieve Tenant of all terms, covenants, and obligations of the Lease.

7) QUIET ENJOYMENT. Landlord covenants that Tenant shall peaceably hold and enjoy the Premises, provided Tenant complies with all terms, covenants and conditions contained herein.

8) ENTRY UPON PREMISES. Landlord may at all reasonable times enter upon the Premises to make repairs as Landlord may see fit, or to show the Premises to persons or parties who may wish to lease or buy. Landlord shall not unreasonably interfere with Tenant's use and occupancy of the Premises in doing so. At the expiration or termination of this Lease, Tenant shall peaceably vacate the Premises in good repair and condition, reasonable wear and use excepted.

9) HOLDING OVER. If Tenant holds over and occupies the Premises after expiration or termination of this Lease, Tenant shall at such time become a Tenant at will subject to all terms and provisions of this Lease. Tenant shall vacate and deliver the Premises to Landlord immediately upon Tenant's receipt of notice from Landlord to vacate the Premises. No holding over by Tenant, either with or without Landlord's consent, shall operate to extend the Lease for a longer period than month to month.

10) DEFAULT BY TENANT. If Tenant fails to perform any term, covenant, or condition contained herein which on the Tenant's part is to be performed, for a period of fifteen (15) days after notice by Landlord of said default, Landlord shall have the right immediately, or at any time thereafter, to re-enter and to take exclusive possession of the Premises, remove and/or take possession of all personal property and fixtures thereon, with or without distress warrants, eviction, ejection, unlawful entry and detainer, or other legal process, and without prejudice to any of Landlord's other legal rights. All claims for damages by reason of such reentry in taking possession of the Premises and contents are expressively waived. Upon such default and notice, Landlord shall have the immediate right, but not the obligation, to terminate this Lease without notice to Tenant. Tenant shall be liable for all expenses incurred in the seizure of the Premises and contents, changing locks, removal, storage, and sale of

contents.

11) INDEMNITY OF LANDLORD. To the extent allowed by law, Landlord shall not be liable or responsible for any damages or loss to any property or person occasioned by theft, fire, water, rain, snow, leakage of building, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, order of governmental body or authority, or any matter beyond the control of Landlord. Landlord shall not be liable for any damage or inconvenience which may arise through repair or alteration of any part of the building, or failure to make such repairs, or from any cause whatever, unless solely by Landlord's gross, willful and intentional neglect. To the extent allowed by law, Tenant shall protect, indemnify and hold harmless Landlord from and against all claims, demands, liabilities, loss, cost, or expense to which Landlord may be subjected or sought to be subject for or by reason of any person, firm or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations and any matter incurred in connection with the conduct or operation of Tenant's business conducted from the Premises.

12) COVENANT TO HOLD HARMLESS. Tenant agrees to defend, indemnify and hold Landlord harmless from any and all claims, damages, costs, fines, suits, including reasonable attorney's fees, arising from the use of the Premises, or any breach or default of this Lease by the Tenant, its agents, servants, employees, sublessees, licensees, or invitees, in or about the leased Premises. Tenant accepts the Premises "as is" and accepts the Premises as suitable for the purposes for which the Premises are leased and assumes all risks of damage to persons or property.

13) SUCCESSORS. The terms, conditions and covenants contained in this Lease shall apply and inure to the benefit of and be binding upon the parties

hereto and their respective successors in interest and legal representatives, except as otherwise stated. All rights, powers, privileges, immunities and duties of Landlord under this Lease, including, but not limited to, any notices required or permitted to be delivered by Landlord to Tenant hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

14) WAIVER. The terms of this Lease shall not be deemed waived unless expressly waived in writing and signed by both parties to this Lease. Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action, shall not waive such default, or the right of Landlord to take any action permitted herein.

15) NOTICES. All notices, demands, and requests by each party to the other party shall be in writing. Notice shall be deemed sufficiently given or served if sent by certified mail, return receipt requested, postage prepaid to Landlord and Tenant at the following addresses:

LANDLORD:
Madison County
P. O. Box 608
Canton, MS 39046

TENANT:
Administrator
Madison County Nursing Home
P. O. Box 488
Canton, MS 39046

with a copy to:

Rawlings & MacInnis, P.A.
P. O. Box 1789
Madison, Mississippi 39130

16) AGREEMENT AND AMENDMENTS. This Lease contains all the agreements between the parties. There are no other agreements or warranties

between the parties. All amendments to this Lease must be in writing and signed by all parties to this Lease.

17) LIENS OR JUDGMENTS. Tenant shall promptly discharge and cancel any and all liens or judgments filed or enrolled against the Premises resulting from any cause, omission, event or transaction whatsoever due to Tenant's use and occupancy of the Premises. Failure of Tenant to discharge or cancel the lien or judgment within ninety (90) days, either by payment or by furnishing a surety bond which is satisfactory to Landlord, shall be an event of default under this Lease.

18) SEVERABILITY. If any term or provision of this Lease is held or found to be void, invalid or unenforceable, the other terms and provisions of this Lease shall not be affected thereby and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

DATED: March _____, 2019

LANDLORD:

MADISON COUNTY, MISSISSIPPI
acting through its Board of Supervisors

BY: _____
NAME: _____
TITLE: _____

TENANT:

THE BOARD OF TRUSTEES FOR THE
BENEFIT OF NADSION COUNTY
NURSING HOME

BY: _____
NAME: _____
TITLE: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the state and county aforesaid, the within named _____, who as _____ of the Board of Supervisors of Madison County, Mississippi, acknowledged to me that for and on behalf of said County he/she signed and delivered the above and foregoing Lease Agreement on the date therein stated as the act and deed of said County after being first duly authorized so to do.

GIVEN under my hand and official seal, this the ____ day of March, 2019.

Notary Public

(SEAL)

My Commission expires:

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the state and county aforesaid, the within named _____, who as _____ of the Board of Trustees of Madison County Nursing Home, acknowledged to me that for and on behalf of said nursing home he/she signed and delivered the above and foregoing Lease Agreement on the date therein stated as the act and deed of said nursing home after being first duly authorized so to do.

GIVEN under my hand and official seal, this the ____ day of March, 2019.

Notary Public

(SEAL)

My Commission expires: