OF 10 WA, SS.	Inst. No38 Pa	ge589 Reco	this 10 day of d	Mary E. Welly, Red	corder, By Shirle	y H. Hens
PUTE	R					Deputy (
JFASF.	BUSINE	SS PRC	་ལྷལ–)PFRTY	СН	OPT	E O D M
P 7 3 L -	DOSINE	55 I K C	/	511	OKI	r O K M
	made and entered into on t	hisday o	December 1988	, by and between _	<u>Madison Cou</u>	nty
	ddress, for the purpose of t		son County Co	Ourthouse (Street and Number)		
Winterset,		Iowa	(State)	<u> </u>	502	Zip Code)
	t Haven. Inc.	Duna 1				· ————
1.1	dress for the purpose of this	_	Route 2	(Street and Number)	5007	
Winterset.		Iowa	(State)	_	5027	J Zip Code
The parties agree		- Toward the full division of		Madison		C
See #1 c	ND TERM. Landlord leases to On Exhibit "A"	attached here	eto.			County, Iowa:
together with all impro	ovements thereon, and all ri , and ending on the 315	ights, easements and a	ppurtenances thereto	belonging, for a term	beginning on the 1	St day of
=	agrees to pay Landlord as ،		-		•	
and on the <u>ISt</u>	_ day of each month thereo	ofter, during the term of t	this lease. Rent for any	partial month shall be p	prorated as addition	al rent. Tenant shall
	7 on Exhibit "A id at the address of Landlo			signate in writing Del	inquent novments sh	all draw interest at
		ta, or ar soci olitici piat	to as controlle may or	orginale in Willing. Den	inquera payments sin	an draw impress of
3. POSSESSION	I. Tenant shall be entitled to LORD BE UNABLE TO GIVE	possession on the first of	day of the lease term, a	and shall yield possessi	on to Landlord at the	e termination of this
	shall use the premises only for					
						<u>ci</u>
	AAINTENANCE. (a) Tenant					
	all keep the following in goo		•			
central air (ыхыныныкыныныны conditioning. a	nd all other	integral per	cmanently_af	fixed parts	xxxxxxx tne of said pre
except when the same of	are occasioned by the misus is unless Landlord fails to do	e or negligence of Tenar	nt, its agents, employee	s or invitees. Landlord s	shall not be liable for	failure to make any
	maintain the premises in a r				except for the repairs	and replacements
provided to be made CHANGES, ALTERATIC	by Landlord in subparagra DNS OR ADDITIONS ORDE	oph (b) above, shall ma ERED BY ANY LAWFULLY	ake all repairs, replace CONSTITUTED GOVE	ments and improvements	ents to the premises	, INCLUDING ALL TO TENANT'S USE
OF THE PREMISES. Ter	nant shall make no structure round floor, Tenant agrees t	al changes or alteration:	s without the prior writt	en consent of Landlord	l. Unless otherwise p	provided, and if the
	D SERVICES. Tenant shall p	4		•	_	
transford None	iable for damges for failure					
causes beyond the con	ntrol at Landiord, provided L	Landiord uses reasonab	le diligence to resume	such services.		
7. SURRENDER. and tear or damage wit a month-to-month external control of the con	Upon the termination of this thout fault or liability of Tenan ension of this lease.	s lease, Tenant will surre int. Continued possession	nder the premises to Lo n, beyond the term of th	andlord in good and cl iis Lease and the accep	ean condition, exceptionce of rent by Land	ot for ordinary wear flord shall constitute
8. ASSIGNMENT consent of Landlord, wi	T AND SUBLETTING. No a hich consent shall not unrec	assignment or subletting asonably be withheld.	, either voluntary or by	operation of law, sho	all be effective witho	out the prior written
PROPERTY INS on the premises.	SURANCE. (a) Tenant will no	ot do or omit the doing o	f any act which would i	nvalidate any insurance	e, or increase the insu	rance rates in force
(b) To the extent insurance, each party h	t of all insurance collectible for hereby waives rights of subr	for damage to property, rogation against the oth	and to the extent perm er, regardless of fault.	itted by their respective	policies of fire and	extended coverage
10. INDEMNITY	AND LIABILITY INSURANCE	E. Except for any neglige	nce of Landlord, Tenan	it will protect, defend, a	nd indemnify Landloi	rd from and against
person or property, hap	damage and expenses occ opening or done in, upon or o	about the premises, or d	ue directly or indirectly t	to the tenancy, use or o	ccupancy thereof, or	any part thereof by
Tenant or any person of for any person injured,	faiming through or under Tei	nant. Tenant will procure _ for any one accident, a	and maintain liability is	nsurance in amounts no 100.000.00		nage, which names
Landlord as an insured	1.	_ ioi driy one deciders, i	And with the thins of \$5	222100000	for property dan	nage, which halles
	n the event of damage to the Such termination shall be effe			•		
thereafter be released	from all future obligations h	ereunder.		: westiy <u>-22222 days</u>	aner such nonce; an	a boin parites shair
12. MECHANIC premises. Tenant shall improvement on the pre-	S' LIENS. Neither Tenant, no give notice in advance to al remises.	or anyone claiming by, ill contractors and subco	through, or under Tend	ant, shall have the righ	t to file any mechani h, any material, servi	ic's lien against the ice or labor for any
13. TERMINATIO	ON UPON DEFAULT OF TEN	NANT. Upon default in p	ayment of rent, aband	onment of the premises	, or upon any other o	lefault by Tenant of
forfeited; PROVIDED, H	HOWEVER, before any such a	or canalora, and withou		riunts or remedies afto	raea Landiord by lav j the default, or defal	v, ne cancelled and ults, and stating that
mis Lease will be cance			re, Landlord shall give T	fenant notice specifying	at a constant	
	TIOM GUILLOU THE LOST DINEN	days after notice, u	re, Landlord shall give T inless such default or d	Fenant notice specifying lefaults ar remedied wi		"For Pent" or "Fo-
14. SIGNS. Land Sale" sign. Tenant will	permit prospective tenants	days after notice, u days of this lea or buyers to enter and e	re, Landlord shall give in inless such default or d se, shall have the right examine the premises.	Fenant notice specifying lefaults ar remedied wi to maintain on the pren	nises either or both a	
14. SIGNS. Land Sale" sign. Tenant will 15. NOTICES At of a different address.	permit prospective tenants of permit prospective tenants of ND DEMANDS. All notices so without prejudice to any other the terms of this lease who	days after notice, u days of this lea or buyers to enter and e shall be given to the part her method of notifying	re, Landlord shall give it inless such default or d se, shall have the right examine the premises. ' ties hereto at the addre a party in writing or m	Fenant notice specifying lefaults ar remedied wi to maintain on the pren reses designated unless aking a demand or off	nises either or both a either party notifies t	the other, in writing, such notice shall be
14. SIGNS. Land Sale" sign. Tenant will 15. NOTICES At of a different address. considered given unde postage prepaid. 16. PROVISION	permit prospective tenants of ND DEMANDS. All notices so Without prejudice to any other the terms of this lease what BINDING. Each and ever	days after notice, u days of this lea or buyers to enter and e shall be given to the par her method of notifying een it is deposited in the	re, Landlord shall give 1 inless such default or d se, shall have the right examine the premises. It is shereto at the addre a party in writing or me. U.S. Mail, registered of the shall be sha	lenant notice specifying tefaults ar remedied wi to maintain on the pren asses designated unless aking a demand or oth or cettified, properly ac	either party notifies of er communication, s ddressed, return rece	the other, in writing, such notice shall be sipt requested, and
14. SIGNS. Land Sale" sign. Tenant will 15. NOTICES At of a different address. considered given unde postage prepaid. 16. PROVISION	permit prospective tenants of ND DEMANDS. All notices without prejudice to any offer the terms of this lease what BINDING. Each and ever executors and assigns of the	days after notice, u days of this lea or buyers to enter and e shall be given to the par her method of notifying een it is deposited in the	re, Landlord shall give 1 inless such default or d se, shall have the right examine the premises. It is shereto at the addre a party in writing or me. U.S. Mail, registered of the shall be sha	lenant notice specifying tefaults ar remedied wi to maintain on the pren asses designated unless aking a demand or oth or cettified, properly ac	either party notifies of er communication, s ddressed, return rece	the other, in writing, such notice shall be sipt requested, and

Kay Billeter, Secretary

EXHIBIT "A"

LEASE-BUSINESS PROPERTY - SHORT FORM
Madison County, Landlord; Summerset Haven, Inc., Tenant

- Two (2) dormitory buildings, two (2) small residence buildings, office building and poultry house, including orchard and garden space, all located in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-four (24), Township Seventy-six (76) North, Range Twenty-eight (28) West of the Fifth P.M., Madison County, Iowa
- 17. The rent shall be \$20.00 per month per patient computed by multiplying the number of patients at the Custodial Home on the 15th day of each month times the \$20.00.
- 18. The Landlord reserves the right to review the rental price on each July 1st and January 1st during the lease term and change the rent payable effective at the time of the next rental review.
- 19. The Landlord shall be responsible for the cost of those structural alterations to the buildings and premises as may be required by the Iowa Department of Health and/or the Iowa Fire Marshall.
- The Tenant shall be fully responsible for any window air conditioners on the premises.