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INST. NO. **022275**
POLK COUNTY, IOWA
FILED FOR RECORD **155.00**

AT OCT 18 1990 **A.M.**
1:15 **P.M.**
TIMOTHY J. BRIEN, Recorder
By *T. Cornwell* Deputy

GROUND LEASE

THIS LEASE, executed in Polk County, Iowa this 5th day of September, 1990, by and between IOWA METHODIST MEDICAL CENTER, an Iowa corporation, of 1200 Pleasant Street, Des Moines, Iowa, hereinafter referred to as the "Landlord", and THE GRAHAM GROUP, INC. as General Partner of METHODIST MEDICAL PLAZA III LIMITED PARTNERSHIP, hereinafter referred to as "Tenant". THE GRAHAM GROUP, INC. (hereinafter referred to as "Graham") is also a party to this Lease.

ARTICLE 1.

PREMISES

Section 1. Landlord, in consideration of the rent, covenants, agreements and conditions hereinafter stated to be kept and performed by Tenant, does hereby lease and demise to the Tenant for the term and upon the conditions set forth herein, those certain premises legally described in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as "Premises", subject nevertheless to: (1) any state of facts an accurate survey may show; (2) any state of facts a personal inspection would show; (3) rights and easements, if any, in favor of any public utility company, including, but not limited to, gas, electric, water and telephone, and to sewer easements; (4) present and future valid zoning laws, ordinances, resolutions and regulations of any governmental authority having or asserting jurisdiction, and all present and future ordinances, statutes, laws, regulations and order of all boards, bureaus, departments, agencies, commissions or bodies or any municipal, county, state or federal sovereigns, now or hereafter acquiring or asserting jurisdiction over the leased property; (5) the effect of all present and future Municipal, state or federal laws, orders and regulations relating to Tenant, Lessees, sublessees, or occupants of the Premises, their rights and rentals to be charged for the use of the leased property or any portion thereof. The Tenant is to have and to hold the Premises and the privileges and appurtenances thereunto belonging for the term and upon the conditions hereinafter set forth.

Section 2. Tenant shall cause a site plan of the Premises to be prepared showing among other things the location of a medical office building and cancer center to be erected by it pursuant to the terms of this Lease. Said site plan, when signed by Landlord and Tenant, shall signify the approval thereof by them and shall become a part of this Lease as though completely incorporated herein.

ARTICLE 2.

TERM

Section 1. The term of this Lease shall be for seventy-five (75) years commencing on the 1st day of September, 1990, and ending on the last day of August, 2065, unless earlier terminated as hereinafter provided.

ARTICLE 3.

RENT

Tenant shall pay Landlord ground rent of \$4,800 for the first year of this Lease, \$100,000 per year for the next fifteen (15) years of this Lease and \$4,800 per year for the remaining fifty-nine (59) years of this Lease. The ground rent shall be paid in equal monthly installments.

ARTICLE 4.

TAXES

Section 1. This Lease shall be a "net-net" lease to Landlord. Tenant agrees to pay or cause to be paid before penalty attaches thereto, all taxes, assessments (including without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the term), ground rents, water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Premises (including all penalties or interest thereon), which at any time prior to, during or in respect of the term hereof may be assessed, levied, confirmed, or imposed on the Landlord, or the Tenant, or his successor in interest, or which may be a lien upon the Premises or any part thereof, or any building or improvement on the Premises or against the leasehold interest of the Tenant, during the term of this Lease, it being understood that any sales tax or income tax, or other tax or charge which may at any time during the term of this Lease become due from Landlord on account of receipt of or right to receive rental payments under the term of this Lease, shall be payable by Landlord and not by Tenant or its successor in interest.

Section 2. Tenant shall not be in default hereunder in respect to the payment of any taxes, special assessments, fees or other charges which Tenant shall be required to pay under any provisions of this Lease, so long as Tenant is in good faith, contesting such payments and Tenant may file in the name of the Landlord all such protests or other contests but shall, at the request of Landlord, furnish assurance reasonably satisfactory to Landlord that the Tenant will indemnify the Landlord against any loss or liability by reason of such contest, and Tenant agrees that in no event, even though it is in good faith contesting said tax, special assessment, fees or other charges, will it allow any property or any part thereof which is the subject matter of this Lease to be sold at any public tax sale.

Section 3. All taxes, rates, levies, charges and assessments herein agreed to be paid shall be paid by Tenant before the same shall become delinquent, and receipt shall be taken therefor in the name of Landlord, and evidence of such payment shall be delivered to Landlord prior to the date the same would become delinquent if not paid. All other items to be paid by Tenant under this Article 4 shall be paid if they become due after the date of this Lease or are assessed during any term of this Lease, except that Tenant shall not be obligated to pay any installments of special assessments which were delinquent

at any time prior to September 1, 1990, but Tenant shall be obligated to pay all installments of special assessments which are due and payable at any time after such date, if any. Tenant shall have the right to pay all special assessments in installments; provided, however, that at the termination of this Lease, whether by expiration of term or otherwise, Tenant shall be obligated to pay any remaining installments of special assessments which are unpaid at said time of termination.

ARTICLE 5.

BUILDING TO BE ERECTED AND USES THEREOF

Section 1. Tenant agrees to erect or cause to be erected, upon the Premises, a medical office building, and cancer center, such medical office building and cancer center hereinafter sometimes jointly called the "Improvements", and further agrees to lease the same to physicians and dentists who are members of, or eligible for membership on the staff of Landlord, and to other persons, firms, or corporations for uses which are commonly considered desirable considering that the rest of the building will be occupied by physicians and dentists, and which is also commonly considered desirable in connection with the operation of Landlord's nearby hospital facilities. Provided, however, any subletting of space in the medical office building to anyone other than physicians and dentists meeting the above requirements may not be done without the prior written approval of the Landlord. Each lease shall specify the subtenant's use of the Premises; such specified use shall be subject to the approval of Landlord; Landlord shall hold Tenant and Graham harmless from claims based on this provision.

Section 2. Tenant agrees that the Improvements to be erected and completed on the Premises will be in a good and workmanlike manner and in compliance with the applicable ordinances, statutes, rules and regulations of all city, county, political subdivisions or other governmental authority having jurisdiction to regulate or supervise the building or the specifications, design, engineering, construction and improvements in said medical office building and cancer center.

Section 3. The medical office building and cancer center shall contain a Level A and Levels One through Five, with sufficient structural strength and design to add three additional levels at a later time, all as set forth on the Frey Baldwin Clause Schematic Design drawings dated November 17, 1989 and November 27, 1989.

Section 4. The Improvements will be constructed pursuant to the terms of that certain "Phase II Agreement" dated June 21, 1990 by and between Iowa Methodist Medical Center and The Graham Group, Inc. Tenant covenants and agrees to pay all costs and expenses and assume all liabilities of any kind or nature arising out of or in any way connected with the construction of said Improvements, except as otherwise provided for in the Phase II Agreement.

Section 5. Tenant agrees that construction of the Improvements shall be substantially completed on or before April 1, 1992; provided, however, in the event it is not possible for Tenant to substantially complete the construction of the Improvements by that date, due to reasons or conditions beyond the

control of Tenant as, by way of example but not limitation, unavailability of materials, strikes, riots, wars, unexpected conditions below ground, weather, casualty, changes in design approved by Landlord (e.g., change orders), negligence of Landlord, or other like conditions beyond Tenant's control, Tenant shall have a reasonable extension of time if the Tenant has made and is making a good faith effort to accomplish substantial completion of the construction at the earliest reasonable time. For purposes of construction of the medical office building, the term "substantial completion" shall mean construction of the building shell and together with a certificate of substantial completion for the building shell from either the City of Des Moines, Iowa, or the architect.

Section 6. Prior to the commencement of the construction there shall be delivered to Landlord a contractor's completion bond of a surety company licensed to do business in the State of Iowa, running to the Landlord as obligee, conditioned on the completion of the Improvements in accordance with the plans and specifications and the provisions of this Lease, free and clear of all mechanic's or other liens, other than the mortgage provided for herein, and clear of all financing statements under the Uniform Commercial Code, other than those financing statements, if any, which may be filed by the mortgagee and secured party permitted under Article 22 of this Lease.

Section 7. Landlord agrees, within thirty (30) days after receipt by Landlord by certified mail of written request therefor, to execute and deliver, at no expense to Landlord, during the term of this Lease, easements required for any utility easements on, over or under the Premises, which Tenant may deem necessary or desirable in order to obtain water, electricity, heat, gas, telephone and other utility services for the building and improvements to be erected on the Premises. Such easements shall be subject to the provisions of Article 17 hereof.

Section 8. Landlord shall have the right to post notice of nonresponsibility pertaining to any and all construction on said Premises.

Section 9. After completion of the Improvements to be erected on the Premises, pursuant to the terms of this Lease, Tenant may not demolish or remove the Improvements without the written consent of the Landlord. In the event Tenant seeks to substantially remodel or alter the Improvements or any floor thereof (except for the usual and ordinary remodeling or alteration done by or at the request of subtenants), or add new levels or new space to said Improvements for the purpose of expanding the area thereof, Tenant shall submit said proposed remodeling or alteration or expansion of area of said Improvements for the approval of the Landlord. Landlord may withhold approval for the addition of new levels in Landlord's discretion. If Landlord does not approve the request of Tenant to add new levels within sixty (60) days of a request setting forth sufficient details for analysis of need, appearance and design, then Landlord shall pay Tenant \$44,672.00 as reimbursement for the cost of adding sufficient structural strength to the building to permit the addition of new levels. However, if Landlord so requests Tenant to add new levels and Tenant does not agree to do so within sixty (60) days of request, then thereafter Landlord may withhold approval for the addition of new levels in Landlord's discretion without being required to make the payment described above. Neither Tenant nor Landlord shall make a request for the addition of

new levels described in this section prior to April 1, 1995.

ARTICLE 6.

INSURANCE

Section 1. During the term of this Lease, the Tenant agrees to keep, at its expense, the Improvements located upon the Premises, insured on the so-called "all risk" form in an amount equal to not less than one hundred percent (100%) of the replacement cost thereof. All such policies shall be in companies mutually acceptable to Landlord and Tenant, and shall name the Landlord and Tenant as insured as their respective interests may appear. Notwithstanding the foregoing provisions, such policy may contain a Lender's loss payable endorsement in favor of any person, firm or corporation who may have a mortgage lien on the Premises. Tenant agrees to furnish evidence to Landlord from time to time that the required insurance is in full force.

Section 2. All insurance provided for in this Article or other Articles of this Lease shall be effected under valid and enforceable policies issued by insurers of recognized responsibility licensed to do business in the State of Iowa. Not less than fifteen (15) days prior to the expiration dates of the policies theretofore furnished pursuant to this Article 6, originals of the renewal policies for such insurance shall be delivered by Tenant to Landlord, except that the Tenant may, in lieu of delivering the originals of the policies, deliver to Landlord certificates of such insurance. Within fifteen (15) days after the premium of each such policy shall become due and payable, and the amount thereof determined, Landlord shall be furnished by Tenant with evidence satisfactory to Landlord of such payment by Tenant.

ARTICLE 7.

DAMAGE AND DESTRUCTION

Section 1. In the event any of the improvements on the demised premises are damaged or destroyed by fire or any other causes whatsoever, at any time during the term of this lease, Tenant shall promptly proceed to restore such improvements with all due diligence. In the event of any damage or destruction to the extent of seventy-five percent (75%) of the then replacement value of all improvements on the demised premises, and if such damage or destruction occurs during the last five (5) years of the term of this lease, then Tenant may, at its option, either restore such improvements at its sole cost, or, by giving written notice to the Landlord on or before three (3) months after the date of such damage and destruction, terminate this Lease. In the event Tenant so exercises its option to terminate this lease, such option shall be conditioned upon Tenant having in full force and effect the insurance requirements hereinafter set forth in this Article, and subject to Section 2, shall further be conditioned upon Tenant turning over the Landlord proceeds of insurance plus additional amounts so that Landlord will receive one hundred percent (100%) of the then current fair market replacement value of the improvements on said real estate immediately prior to such casualty, less any amounts required to be paid to any fee-subordinated mortgagee.

Section 2. In the event of casualty for which insurance could not have been obtained by Tenant and which causes damage or destruction to the extent of more than fifty percent (50%) of the then replacement value of all improvements on the demised premises, Tenant may elect to terminate this lease by written notice to Landlord, given within three (3) months after the date of such casualty, provided, however, said termination shall be conditioned on the payment in full of any fee subordinated mortgage and other liens on the demised premises and shall remove all debris from the demised premises.

ARTICLE 8.

CONDITION AND REPAIR

Section 1. Tenant has examined the Premises prior to and as a condition precedent to its acceptance and the execution hereof and is satisfied with the physical condition thereof. At the termination or expiration of this Lease, the Tenant will surrender possession of the Premises, as altered by Tenant in accordance with the terms and conditions of this Lease, in good condition and repair except for damage due to casualty for which no insurance can be obtained (it being understood and agreed that in no event whatsoever is Landlord obligated to procure any insurance) and normal wear and tear excepted.

Section 2. Tenant shall, throughout the term of this Lease, keep in good condition and repair the Improvements to be erected on the Premises pursuant to the terms of this Lease, including all sidewalks, sewer, water, electric, gas or other connections extending beyond the Premises to their sources of supply or outlet in the streets adjacent to said Premises, and Tenant will conform to and obey all rules, ordinances and laws affecting the said Premises and the sidewalks and streets adjoining the same; provided, however, that Tenant shall not be obligated to make any repairs to sidewalks and utilities which are solely the obligation of any governmental agency.

Section 3. If the Premises and the other items above mentioned are not kept in repair by Tenant, as hereinabove agreed, Landlord may give Tenant not less than sixty (60) days' notice (however if the repairs complained of required immediate attention, then reasonable notice shall be given as the circumstances demand) demanding that Tenant make such repairs. If Tenant does not promptly undertake to make such repairs, the Landlord may at the expiration of sixty (60) days after such notice, or at the expiration of such reasonable notice if such repairs are urgent, as the case may be, have the repairs made and charge the cost thereof to Tenant and the same shall be added to and collected as part of the regular installment of rent next thereafter falling due, and such advancement shall be secured by the lien given to Landlord under this Lease as herein elsewhere stipulated; provided, however, that Landlord will not undertake any emergency repairs of the Premises without giving written notice by certified mail or by telegram of not less than three (3) days giving Tenant the opportunity to commence within said three (3) day period and promptly complete said emergency repairs.

ARTICLE 9.

PAYMENT FOR UTILITIES, LICENSE
FEES AND PERSONAL PROPERTY TAXES

Section 1. Tenant agrees to pay before the same become delinquent all charges for gas, water, electricity, heat, light, power, telephone and similar commodities and services furnished to the Premises during the term of this Lease, and to pay or cause to be paid any and all license fees which may be levied, assessed or imposed by any ordinance or law upon the business conducted upon the Leased Premises, and all personal property taxes upon any personal property owned or controlled by Tenant and from time to time located thereon. Tenant may pass all of the above charges through to subtenants subleasing space from Tenant in the Improvements located upon the Premises.

ARTICLE 10.

COVENANT TO HOLD HARMLESS

Section 1. Landlord shall not be liable to Tenant or to any other person in or about the Premises for any loss, damage or injury sustained by reason of Tenant's failure to comply with any or all of the provisions of this Lease.

Section 2. Tenant agrees to indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of the business conducted in the Premises, or from the condition of the Premises or any Improvement or adjacent sidewalk, or other adjacent item or improvements other than any connecting corridor, walkway, parking ramp, parking lot or other improvement not on the Leased Premises, or from any work or thing done by Tenant or its sublessees, or any person other than Landlord and agents of Landlord in or about the Premises and will further indemnify and save Landlord harmless against and from any and all claims arising during the term of this Lease from any breach or default on the part of Tenant to be performed pursuant to the terms of this Lease, or arising from any act of negligence of Tenant, or any of its agents, contractors, servants, employees or licensees or sublicensees or any other person other than Landlord and agents of Landlord in or about the Premises and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord. Tenant shall not suffer or give cause for the filing of any liens against the Premises, except for liens which arise because of bona fide disputes between the Tenant and any contractor or subcontractor, in which case said liens shall be bonded, and in any event Tenant agrees that any lien claims will be satisfied prior to execution of any judgment. The provisions of this Section 2 shall not apply to damage, injury or death resulting from the acts or negligence of Landlord.

Section 3. Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability insurance with respect to the Premises and the business operated by Tenant in which both Landlord and Tenant shall be

named as parties covered thereby in which the limits of liability shall not be less than \$1,000,000 for injury to any one person and \$10,000,000 as to any one accident, and \$1,000,000 as to property damage. Tenant shall furnish Landlord with a certificate or certificates of insurance or other acceptable evidence that such insurance is in force at all times during the term hereof.

ARTICLE 11.

EMINENT DOMAIN

Section 1. If the whole or any part of the Premises shall be taken by any public authority or any entity entitled to exercise the power of eminent domain, then the term of this Lease shall cease on the part so taken from the date possession of that part shall be taken by the condemnor and the rent shall be paid up by Tenant to that date. If the portion taken by any public authority or other entity entitled to exercise the power of eminent domain or the sum of the portions in the case of additional taking exceeds ten percent (10%) of the value of Improvements to be erected on the Premises (not including a tunnel, or overhead, if any) and if the portion of the said Improvements so taken is such as to destroy its usefulness for the purposes for which the medical office building is to be used pursuant to Section 1 of Article 5 hereof, then from the day that Tenant first receives notice of the intention of the public authority or other entity entitled to exercise the power of eminent domain, so that said taking plus all previous takings exceed said ten percent (10%) of the value of said Improvements, then Tenant thereafter shall have the right for a period of ninety (90) days to terminate this Lease by serving written notice upon the Landlord within said ninety (90) day period. In the event Tenant does not exercise said right to terminate this Lease within said ninety (90) day period, or if said taking is such as not to entitle Tenant to terminate this Lease, then this Lease shall continue and Tenant shall continue in the possession of the remainder of the Premises under the terms herein provided, except that the minimum rent shall be reduced in proportion to the amount of the area of the Premises taken. All damages awarded for any taking shall be applied as follows: (1) award for land first to any fee subordinated mortgagee as its rights appear, and the remainder of the Landlord; (2) award for improvements, first to any fee leasehold mortgagee as its rights appear and the remainder to the Landlord; (3) award for value of leasehold interest to Tenant. In the event the Tenant elects the limited option to terminate the Lease in accordance with the provisions of this Article 11, and the condemning agency thereafter abandons its intention to exercise its right of eminent domain, the Tenant shall have thirty (30) days from and after the date Tenant receives written notice from Landlord or from said condemning agency (whichever first occurs) of the abandonment of such intention in which Tenant can rescind its exercise of option to terminate, provided that Tenant is not in default under the terms of said Lease.

Section 2. Provided, further, that if at the time of payment of any condemnation award, the Tenant or its successor is indebted to Landlord or its successor for rent or for any other sum due pursuant to the terms of this Lease, then said sum shall be paid to Landlord from any sum otherwise due to Tenant or its successor from said condemnation award, subject always to the prior rights of any accommodation mortgagee, if any.

ARTICLE 12.

WARRANTY AND QUIET ENJOYMENT

Section 1. Subject to the exceptions set forth in Article 1, supra, the Landlord covenants and warrants that it has a good and fee simple title to the Premises legally described in Exhibit "A", incorporated in Article "1", supra, and that Landlord has full right and lawful authority to enter into this Lease for the full term hereof, that there are no liens, encumbrances or private or governmental building restrictions on the Premises other than utility easements, zoning ordinances, general real estate taxes and special assessment taxes as shown in the abstract and easements of record, that the Tenant will be put in possession of the Premises upon the execution of the Lease and that Tenant, on paying the rent and performing all of the other terms, conditions and provisions of this Lease to be performed by the Tenant, shall peaceably and quietly have, hold and enjoy the Premises for the full term of this Lease, subject to the provisions herein contained. Landlord shall have the right at all reasonable times to inspect the Premises and Improvement including inspection by Landlord's agents and designees.

ARTICLE 13.

SUBLETTING AND ASSIGNMENT

Section 1. Tenant shall have the right to sell, transfer or assign its right, title and interest in and to said Improvements and this Lease only with written consent of Landlord which consent cannot be unreasonably withheld. The terms of any such sale, assignment or transfer must be provided in writing to Landlord and any such sale or assignment must provide that the buyer or assignee expressly covenants, promises and agrees to be bound by and perform all of the terms and conditions of this Lease. Upon such sale or assignment, all of the rights of Tenant under this Lease, including all easements and covenants, shall transfer in their entirety to the buyer or assignee.

Section 2. In the event Tenant sells its right, title and interest in and to the Improvements and this Lease in accordance with the provisions of Section 1, Article 13 hereof, and if the proposed assignee in Landlord's reasonable judgment has sufficient financial resources, net worth and experience to perform the covenants of Tenant, then the instrument of consent to be signed by Landlord shall provide that Tenant and its individual partners, if Tenant is a partnership, shall thereupon be relieved and released from all further responsibility and liability under this Lease.

Section 3. Tenant shall have the right to sublease the Premises to persons or entities who are eligible as tenants in Article 5 hereof. Provided, however, Tenant shall not sublet the entire Premises or any substantial portion thereof to one entity (not meaning to include regular subletting to physicians and dentists and other businesses intended under the provisions of Article 5 hereof) without the written consent of Landlord, which consent shall not be unreasonably withheld. If a sublessee ceases to meet said qualifications, then his or her or its sublease is terminated, and the lessee or sublessee, as the case may be, who is the lessor of the person whose sublease has thus terminated, shall proceed forthwith to dispossess said sublessee who no longer

meets said qualifications.

Section 4. In the event Tenant receives a bona fide offer to purchase from Tenant and receives an assignment to all of its rights under this lease, Tenant shall promptly notify Landlord, who shall have the first right to purchase Tenant's rights under this lease and thus terminate the same, upon meeting all of the terms and conditions of said offer. Landlord shall notify Tenant in writing of its intentions to so purchase Tenant's interests under this lease within thirty (30) days after receiving written notice from Tenant of the terms and conditions of said offer. Provided, however, any assignment to Landlord pursuant to this section, if any, will be subject to the then existing mortgages, if any, permitted by Article 22 hereof.

ARTICLE 14.

REMEDIES FOR DEFAULT

Section 1. If any rental or other sums payable by the Tenant to the Landlord shall be and remain unpaid for more than ten (10) days after notice that the same is past due, or if Tenant shall violate or default in the performance of any of the other covenants, agreements, stipulations or conditions herein, or in the notes and mortgages to be executed pursuant to Article 22 hereof, and such violation or default shall continue for a period of thirty (30) days after written notice by the Landlord to the Tenant of such violation or default and said thirty (30) day period shall be extended during any time Tenant is diligently proceeding to cure a default which cannot be cured in thirty (30) days, then without prejudice to any other remedies which the Landlord might have, it shall be optional for the Landlord to declare this Lease forfeited and said term ended, and to re-enter the Premises with the process of law, using such force as may be legally necessary to remove all persons or chattels therefrom, and the Landlord shall not be liable for damages by reason of such re-entry or forfeiture, but notwithstanding such re-entry by the Landlord, the liability of the Tenant for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease, and Tenant covenants and agrees to make good to the Landlord any deficiency arising from a re-entry and reletting of the Premises at a lesser rental than herein reserved after a good faith effort by Landlord to rent the Premises at the rental rate herein reserved and Tenant shall pay such deficiencies, if any, each month as the amount thereof is ascertained by the Landlord. In case of such re-entry, Landlord shall in good faith endeavor to relet the Premises as a unit upon such terms as to the Landlord seems fit and for a term which may expire either before or after the expiration date of this Lease. It is understood and agreed that such re-entry and reletting of the Premises by the Landlord shall not be, and shall not be construed as, a surrender in fact or by operation of law of the Premises. It is further understood that the Tenant will pay, in addition to the rentals and other sums agreed to be paid hereunder, such additional sums as the Court may adjudge reasonable as attorney's fees in any suit or action instituted by the Landlord to enforce the provisions of this Lease or the collection of the rentals due Landlord hereunder. Tenant covenants and agrees to pay, and to indemnify Landlord against, all legal costs and charges including counsel fees lawfully and reasonably incurred in obtaining possession of the leased property after default in surrendering possession upon expiration or earlier termination of

the term of this Lease.

Section 2. Neither this Lease nor any interest therein nor any estate thereby created shall pass to any Trustee or Receiver or any assignee for the benefit of creditors or otherwise by operation of law.

Section 3. In the event the estate created hereby shall be taken in execution or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay its debts, or if any assignment should be made of Tenant's property for the benefit of creditors, then and in any of such events Landlord may at his option terminate this Lease and all rights of Tenant hereunder by giving the Tenant sixty (60) days' notice in writing of the election of Landlord so to terminate the Lease. Should Landlord not elect to exercise his right to terminate the Lease, the Landlord may accept rent from any such receiver or other officer in possession of the Premises for the term of such occupation without impairing or affecting in any way the rights of Landlord against Tenant under this Lease.

Section 4. Tenant shall not cause or give cause for the institution of legal proceedings seeking to have Tenant adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for Tenant's assets, and shall not make an assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy laws, or the appointment of a trustee or receiver of Tenant or its assets, shall be conclusive evidence that Tenant caused or gave cause therefor, unless such allowance and petition or the appointment of a trustee or receiver is vacated within sixty (60) days after such allowance or appointment. Any act described in this Section 4 of this Article 14 shall be deemed a material breach of Tenant's obligations hereunder, and upon such a breach by Tenant, Landlord may, at his option and in addition to any other remedy available to Landlord, terminate this Lease and all rights of Tenant hereunder by giving Tenant notice in writing of the election of Landlord so to terminate.

Section 5. Upon the expiration of the term of this Lease by reason of the happening of any of the events hereinabove described in any prior section of this Article, or in the event of the termination of this Lease by unlawful detainer proceedings or under any provision of law now or at any time hereafter in force, by reason of or based upon or arising out of a default under or breach of this Lease on the part of Tenant, or upon Landlord recovering possession of the leased property in the manner of any of the circumstances hereinbefore mentioned, or in any other manner whatsoever by reason of a default under or breach of this Lease on the part of Tenant, Landlord may at Landlord's option, at any time, and from time to time, relet the leased property or any part or parts thereof for the account of Tenant or otherwise, and receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have incurred in recovering possession of the leased property, including legal expense and attorney's fees, and for putting the same into good order or condition or preparing for re-rental, and expenses, commission and charges paid, assumed or incurred by

Landlord in and about the reletting of the leased property, and then to the fulfillment of the covenants of Tenant hereunder. Any such reletting herein provided for may be for the remainder of the term of this Lease or for a longer or shorter period. In any such case and whether or not the leased property or any part thereof be relet, Tenant shall pay to Landlord the rent and all additional rent and other charges required to be paid by Tenant up to the time of such termination of this Lease, or such recovery of possession of the leased property by Landlord, as the case may be, and thereafter, except as provided in Section 6 hereof, Tenant covenants and agrees, if required by Landlord, to pay to Landlord until the end of the term of this lease the equivalent of the amount of all the rent reserved herein and all additional rent and other charges required to be paid by Tenant, less the net avails of reletting, if any, and the same shall be due and payable by Tenant to Landlord on the several rent days above specified, that is to say, upon each of such rent days Tenant shall pay to Landlord the amount of the deficiency then existing.

Section 6. In the event of termination of this lease pursuant to this Article 14, Landlord shall be entitled, notwithstanding any other provision of this lease or any present or future law, to recover from Tenant as damages for the loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of the lease, represents the then present worth of the excess, if any, of the aggregate of the basic rent and all additional rent and other charges payable by Tenant hereunder that would have accrued for the balance of the term over the aggregate rental value of the leased property for the balance of such term determined as of such time, unless any statute or rule of law governing the proceeding in which such damages are to be proved does not permit such recovery, in which case Landlord shall be entitled to prove as and for this lease, the maximum amount which may be allowed by or under any such statute or rule of law, whether such amount be greater, equal to or less than the amount of the then present worth of the excess of the basic rent and all additional rent and other charges payable by Tenant hereunder over the rental value referred to above.

Section 7. In case of default by the Tenant in the performance of any of the terms, covenants or agreements herein contained on the part of the Tenant to be done, observed, kept and performed and for the continuance thereof for the period hereinbefore provided for, or if the Landlord shall for any reason or cause recover or come into possession of said leased property before the date hereinbefore fixed for the expiration of the term hereof, the Landlord shall have the right at its option to take over any and all subleases and sublettings of the leased property or any part or any parts thereof and all agreements by the Tenant for the maintenance thereof or supplies thereto, and at the Landlord's option to have and succeed to all the risks and privileges of said subleases, sublettings or agreements or such of them as it may elect to take over and assume, and the Tenant upon any such default by the Tenant or recovery of possession by the Landlord hereby expressly assigns and transfers to the Landlord such of the subleases, sublettings and agreements as said Landlord may elect to take over and assume as may exist and be in force and effect at the time of said default and recovery of possession; and the Tenant hereby further expressly covenants that Tenant will, upon request of the Landlord, execute, acknowledge and deliver to the Landlord such further instruments as may be necessary or desirable to vest in the Landlord the then

existing subleases and sublettings of said leased property or any part thereof and the agreement then in force, as above specified. Landlord further agrees to attorn and recognize the rights of all bona fide subtenants who are not in default as long as said leases have not been directly or indirectly made by Tenant while Tenant knows of the existence of any default or in anticipation by Tenant of any default.

Section 8. The terms "enter"; "entry"; or "re-entry" as used in this lease are not restricted to their technical legal meaning.

ARTICLE 15.

NOTICES

Section 1. It is mutually agreed that any notice given by the Landlord to the Tenant shall be given by mailing same by registered or certified mail, return receipt requested, postage prepaid to:

THE GRAHAM GROUP, INC.
General Partner
910 Grand Ave.
Des Moines, Iowa 50309

and also, that any notice to be given by the Tenant to the Landlord shall be given either by (1) delivering the same to the Landlord, or (2) by registered or certified mail, return receipt requested, postage prepaid, addressed to the Landlord at the following address:

IOWA METHODIST MEDICAL CENTER
1200 Pleasant
Des Moines, Iowa 50309
ATTN: President

Any assignee of Tenant or assignee of an assignee shall furnish its name and address to Landlord in writing and upon failure to do so then notice to Tenant as above provided will be deemed notice to assignee.

Copies of any notices to be sent pursuant to this Section 1 of Article 15 shall be sent to the mortgagee or the assignee contemplated by Article 22 of this Lease in the manner and with the effect above provided at the address appearing on the mortgage or assignment thereof, if any (copies of which shall be furnished to Landlord), and if said address does not so appear then to such address as Landlord may ascertain by reasonable inquiry.

Notice sent by certified mail which is refused shall be effective upon attempted delivery.

Section 2. All parties shall give the other reasonably prompt notice of any change in address, and until such notice any party may rely on the most recent addressed furnished. Neither Tenant nor Landlord shall designate more than two addresses to receive notices.

ARTICLE 16.

MERGER

Section 1. This Lease shall merge and terminate any prior negotiations and agreements between the parties hereto regarding the Premises.

ARTICLE 17.

EASEMENTS FOR INGRESS AND EGRESS OVER ROADS, SIDEWALKS AND UTILITY LINES AND TO PARKING RAMP AND SURFACE PARKING LOTS

Section 1. Landlord hereby grants to Tenant and Tenant's subtenants and invitees, at all times during the Term hereof, an unobstructed and non-exclusive easement over all roads, drives, service entrances west of the Improvements, sidewalks, parking lots and pathways, as presently installed or hereafter changed by Landlord and used on Landlord's central campus in Des Moines, Iowa ("Landlord's campus"). Landlord hereby further grants to Tenant and Tenant's subtenants and invitees, at all times during the Term hereof, an unobstructed and non-exclusive easement for the use of all parking ramps and surface parking lots located or to be located on Landlord's campus and from the public or private roads from time to time surrounding, abutting or leading to the property owned by Landlord. Landlord hereby further grants to Tenant, during the Term, an easement in, on and over all utility lines, sewer lines and drains from time to time located on, in or about Landlord's lands adjacent to and abutting the Premises. In addition, Landlord grants to Tenant and Tenant's subtenants and invitees an access easement for ingress and egress to and from the public streets presently known as 15th Street, Pleasant Street and Center Street along private roads connecting such public streets and over all land presently or hereafter owned by Landlord for the purpose of insuring direct access to and from the Premises, to and from all parking ramps and surface parking lots located on such land, and to and from all of Landlord's hospital facilities on Landlord's campus. Landlord reserves the right from time to time to relocate, abandon, and change the easements described in this Section 1 so long as reasonable and adequate access and utility easements remain, subject, however, to the specific parking easement contained in Article 36 hereof. For a description of Landlord's campus to which the above relate, see Exhibit B, attached hereto.

Section 2. Landlord has constructed or caused to be constructed an atrium between medical office buildings known as "Methodist Medical Plaza I" and "Methodist Medical Plaza II" on Landlord's campus and enclosed corridors connecting the atrium to Landlord's hospital on the east and Landlord's existing parking ramp on the west. Landlord hereby grants to Tenant and Tenant's subtenants and invitees, at all times during the term hereof, an unobstructed and non-exclusive easement, in, on, over and through such atrium and corridors to ensure reasonable and adequate access to all of Landlord's hospital and parking facilities.

Section 3. An enclosed west pedestrian walkway and an east sidewalk will be constructed by Tenant connecting the Improvements with and providing access to Methodist Medical Plaza I, Methodist Medical Plaza II and Landlord's hospital and parking facilities. Landlord also may construct or cause to be constructed a tunnel connecting the cancer center portion of the Improvements

with Landlord's hospital facility. Landlord hereby grants to Tenant and Tenant's subtenants and invitees, at all times during the term hereof, an unobstructed and non-exclusive easement in, on, over and through such pedestrian walkway, sidewalk and tunnel to ensure reasonable and adequate access to all of Landlord's hospital and parking facilities and to Methodist Medical Plaza I and Methodist Medical Plaza II.

Section 4. The easements granted in this Article 17 in favor of Tenant and Tenant's subtenants and invitees shall terminate upon expiration of this Lease. Notwithstanding the provisions of this Section 4, the easement rights of Tenant shall continue in perpetuity in favor of any owner of the fee simple title to the real estate described in Exhibit A hereof (which owner is now Landlord), if such owner or the predecessor such owner acquires such fee simple title in proceedings for foreclosure of any mortgage which is a lien upon the fee simple title of Landlord.

Section 5. Landlord agrees that it will operate and maintain, or cause to be operated and maintained, the sidewalks, corridors, atrium, drives, circular drives, roads, walkways, tunnel, pathways, parking areas and parking ramps which are the subject of this Article 17.

ARTICLE 18.

WAIVER

Section 1. None of the covenants, terms or conditions of this Lease shall be in any manner altered, waived, modified, changed or abandoned, except by the written agreement of Landlord and Tenant duly signed and delivered. One or more waivers of any covenant or condition by any party shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition by said party. The consent or approval by the Landlord to or of any act by Tenant requiring Landlord's consent or approval to or of any subsequent similar act by Tenant.

ARTICLE 19.

CERTIFICATE

Section 1. Landlord shall, without charge, at any time and from time to time, within ten (10) days after request by Tenant, deliver to Tenant a written instrument, certifying whether Tenant has or has not, as the case may be, faithfully and fully made all payments then or thereafter due to Landlord and whether Landlord knows or does not know, as the case may be, of any default by Tenant in the performance by Tenant of all agreements, terms, covenants and conditions on Tenant's part to be performed and if it does know any default, specifying same. If Tenant requests any such statement more than once in any calendar year, Tenant shall pay Landlord the reasonable cost of furnishing each additional statement during that year.

ARTICLE 20.

BINDING ON SUCCESSORS AND ASSIGNS

Section 1. This Lease shall inure to the benefit of and be binding upon the parties hereto and also to their successors and assigns, as fully and to the same extent as though specifically mentioned in each instance.

Section 2. Any holding over after the expiration of said term or any renewal thereof shall only be with the consent of the Landlord and shall be construed to be a tenancy from month to month and shall otherwise be under the terms and conditions herein specified insofar as applicable.

ARTICLE 21.

SUBTENANCIES

Section 1. Landlord agrees, upon the request of Tenant, to execute and deliver to each sublessee designated by Tenant, an agreement in recordable form confirming that so long as the sublessee pays its rent and otherwise performs the obligations imposed upon it under its sublease, Landlord will not cut off or terminate the sublease, or disturb such subtenancy, or disturb the rights of subtenant under easements granted by Tenant to such subtenant (provided said easement rights shall last no longer than subtenant's lease), notwithstanding a cancellation, termination, or surrender of this Lease.

ARTICLE 22.

MORTGAGES

Section 1. The Landlord hereby agrees at the request of Tenant to execute and deliver a mortgage, including a refinancing mortgage, or to join with Tenant in such mortgage, or to execute a separate subordination agreement so that the result will be that the mortgagee named therein will have a first and prior lien on the Landlord's fee interest in the Premises and structures to be erected thereon, and will have a security interest prior to any interest of Landlord in fixtures and personal property located and to be located on the Premises, provided, however, that the execution of said mortgage or mortgages or subordination agreement will be on the following terms and conditions:

A. The mortgage or mortgages or the subordination agreement, as the case may be, will plainly state that Landlord will in no event be personally liable for any of the debts secured by said mortgage or mortgages but that it is executing said mortgage or mortgages or subordination agreement, as the case may be, purely for the accommodation of the Tenant.

B. The loan amount shall not exceed the greater of (i) the original cost of construction or (ii) 75% of the fair market value of the Premises and Improvements per MAI appraisal acceptable to the institutional lender making the loan. "Institutional Lender" is defined as a bank, savings and loan, insurance company, charitable institution, college or other institution of learning, retirement system, welfare fund, or any other organization or institution similar to any of the foregoing which is of reasonable

financial strength and is recognized in the financial community as an experienced lender capable of making loans of such type. The maturity date of the mortgage shall not be later than the termination date of this Lease. Any mortgage existing on or at any time after September 1, 2035 shall at no point in time have an unpaid principal balance greater than the principal balance which would be outstanding at such point in time on a loan incurred on September 1, 2035 in the original principal amount of seventy-five (75%) of the fair market value of the Premises (land) and Improvements as of the date of the mortgage to be fully amortized over thirty (30) years in equal monthly installments at the rate of interest provided in the mortgage. For example, if Tenant were to refinance on September 1, 2050 and the fair market value of the Premises (land) and Improvements on that date is \$25,000,000, then assuming an interest rate of 10% provided in the new mortgage loan, the principal balance of the new loan on September 1, 2050 could not exceed \$20,413,202.33.

C. The maturity date of the mortgage shall not be later than the termination date of this Lease.

D. All expenses in connection with the making of said mortgage or subordination agreement shall be borne by Tenant and Landlord will execute any and all documents that may be required in respect thereto.

E. In the event Tenant shall fail to pay when due any installments of principal or interest due on any mortgage, whether an interim construction loan or permanent mortgage loan or refinancing mortgage loan in which Landlord has subjected its fee, or in the event Tenant fails to comply with any other terms or conditions of said mortgage, then Landlord may, at its option, make such payments or comply with any other terms or conditions of said mortgage on behalf of Tenant, and add any amount so paid or the cost and expenses of compliance, together with interest at the rate equal to two (2) interest points per annum over the interest rate called for in said mortgage to the rental due on this Lease. It shall be due and payable with the next rental installment after receiving written notification from Landlord of the amount thereof. As a condition precedent to Landlord making such payment or taking any other steps to cure any default under said mortgage, it shall first notify Tenant in writing of its intention to do so, unless Tenant makes said payment or otherwise cures such default in the mortgage within ten (10) days from the date of Landlord's notice.

ARTICLE 23.

RIGHTS OF LANDLORD TO CURE DEFAULTS GENERALLY

Section 1. If the Tenant fails to perform any of the terms and conditions of this Lease, or fails to perform any other duty or obligation of any kind or nature which in any manner affects the Premises directly or indirectly, then Landlord may, at its option, proceed to cure said default by payment of money or doing such other acts as may be necessary to cure the same and any sums so paid or expenses so incurred shall be promptly paid by Tenant with the next rental payment after the (10) days' written notice from Landlord.

Section 2. Any and all sums paid or advanced, or expenses incurred for and on behalf of Tenant provided for in Section 1 above and any and all rental payments which are delinquent more than thirty (30) days shall draw interest at the rate of nine percent (9%) per annum compounded annually.

ARTICLE 24.

OWNERSHIP OF BUILDINGS AND IMPROVEMENTS

Section 1. Improvements made on the Premises shall, so long as the Lease is in full force and effect, belong to Tenant, subject to the other provisions of this Lease. On the expiration or on any termination of this Lease, provided that Tenant is not in default hereunder, any unattached equipment or trade fixtures placed on the Premises by Tenant may be removed by the Tenant within a reasonable time after such expiration or termination. All Improvements at the expiration or termination of the Lease shall be the sole property of the Landlord and shall be left by Tenant on the Premises in the same condition as required to be maintained by Tenant during the term of this Lease, normal wear and tear excepted. Anything left on the Premises for a period of sixty (60) days after the expiration of this term of the Lease shall be conclusively deemed to be the property of the Landlord.

ARTICLE 25.

ZONING

Section 1. Tenant shall have the sole responsibility and at its sole expense to seek any zoning changes that may be necessary in order to construct and operate the Improvements on the Premises which is contemplated by this Lease. Provided, however, Landlord agrees to cooperate fully in obtaining any necessary zoning. Any other zoning Tenant desires during the term of this Lease may not be applied for without the written consent of Landlord, which consent shall not be unreasonably withheld, it being understood, however, that any such zoning change must not be such as to adversely affect the operation of the medical office building or the operation of the nearby hospital facilities by Landlord.

ARTICLE 26.

ASSIGNMENT OF SUB-LEASES AS SECURITY

Section 1. The Tenant does hereby collaterally assign to Landlord as collateral security for performance of Tenant's obligations hereunder, all sub-leases of the Premises which Tenant enters into during the term of this Lease, provided, however, and notwithstanding anything hereinbefore contained to the contrary, this collateral assignment shall at all times be secondary and subordinate to any assignment of any such sub-leases and the rents therefrom which the Tenant at any time may execute and deliver to any mortgage contemplated by Article 22, Section 1 hereof, and further provided that this collateral assignment shall not become operative nor shall Landlord have any right to collect any rents or sums of money from any sub-tenant unless Tenant is in default hereunder and such default has not been cured within the time allotted in this Lease to cure such default. In the event this collateral assignment does become operative, it shall remain operative only for such period of time as Tenant is in default hereunder; provided, however, that such assignment shall remain operative in favor of the Landlord upon termination of this Lease by Landlord upon default by Tenant.

ARTICLE 27.

ERECTION OF OTHER BUILDINGS

Section 1. Landlord hereby gives to Graham the right to submit a proposal for the construction of any medical office buildings on Landlord's campus for which construction is scheduled to commence prior to December 31, 2010.

ARTICLE 28.

RENT COVENANT

Section 1. Rents charged by Tenant to subtenants of the Improvements shall not include a premium based solely upon the location of the Improvements upon Landlord's campus, subject to the following:

- A. This covenant shall be enforceable only by Landlord and Tenant agrees that Landlord has a sufficient interest to enforce this covenant;
- B. The sole remedy for the breach of this covenant shall be a prospective arbitrator's ruling (pursuant to Article 40 hereof) preventing the charging of such premium in the future;
- C. The arbitrator's ruling may not reduce rents below an amount equal to the rental rates now being charged in Methodist Medical Plaza II for newly executed leases plus increases in expense passthroughs reflecting actual increases in expenses; and
- D. This covenant is not binding upon a purchaser at a public foreclosure sale or a lender who takes title in foreclosure or through a deed in lieu of foreclosure.

ARTICLE 29.

BUILDING NAME

Section 1. Landlord is given the right to approve the name for the building to be constructed by Tenant on the Premises.

ARTICLE 30.

ENTIRE AGREEMENT

Section 1. This Lease contains the entire agreement between the parties hereto and no term or provisions hereof may be changed, waived, discharged or terminated unless the same be in writing, executed by both parties hereto.

ARTICLE 31.

PARTIAL INVALIDITY

Section 1. If any provision of the Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall be enforced to the fullest extent permitted by law.

ARTICLE 32.

APPLICABLE LAW

Section 1. This Lease shall be construed and enforced in accordance with the law of the state of Iowa.

ARTICLE 33.

ARTICLE HEADINGS

Section 1. The article headings contained herein are inserted only for convenience of reference and are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular Articles to which they refer.

ARTICLE 34.

BINDING ON TRANSFEREES, GRANTEES, ETC.

Section 1. This Lease shall be binding upon the transferees, grantees and successors in interest of the Landlord and Tenant, or any assignees or sublessees of Tenant herein. Nothing herein, however, shall be construed to allow Tenant to assign or sublet contrary to the provisions and conditions set forth in this Lease.

ARTICLE 35.

BOARD RESOLUTIONS

Section 1. Both parties hereto shall furnish the other duly certified copies of appropriate Board of Directors' Resolutions or Board of Trustees' Resolutions, or Partnership Resolutions, as the case may be, reflecting that the respective boards have approved the terms of this Lease and authorized the execution thereof.

ARTICLE 36.

PARKING EASEMENTS AND COVENANTS

Section 1. Landlord will add 479 spaces to the existing ramp by April 1, 1992, pursuant to the provisions of Article 37 hereof, so that the ramp, as expanded, will contain 1526 spaces by April 1, 1992 (herein referred to as "the Expanded Ramp"). Parking will always be adequate to meet the needs of the Improvements, and to that end Landlord hereby covenants that any person using the Improvements at any time of the day or night will be guaranteed a parking space in the Expanded Ramp upon payment of normal parking fees. For a description of the real estate to which these parking easements and covenants relate, see Exhibit C, attached hereto.

Section 2. Landlord agrees that it will operate and maintain, or cause to be operated and maintained, all parking ramps on Landlord's campus.

Section 3. The rights granted under this Article 36 in favor of Tenant shall terminate upon expiration or termination of this Lease, provided, however, that the rights of Tenant under this Article 36 shall continue in perpetuity in favor of any owner of the fee simple title to the real estate described in Exhibit A hereof (which owner is now Landlord) if such owner or a predecessor of such owner acquires such fee simple title in proceedings for foreclosure of any mortgage which is a lien upon the fee simple title of Landlord.

ARTICLE 37.

ADDITION TO PARKING RAMP

Section 1. Landlord agrees to construct or cause to be constructed an addition to the present parking ramp on Landlord's campus. The addition shall be to the south of the existing ramp and shall consist of at least 479 new parking spaces. Landlord warrants that the addition shall be completed on or before April 1, 1992; provided, however, in the event it is not possible for Landlord to complete the construction of the addition by that date, due to reasons or conditions beyond the control of Tenant as, by way of example but not limitation, unavailability of materials, strike, riots, wars, unexpected conditions below ground, weather, casualty, or other like conditions beyond Landlord's control, Landlord shall have a reasonable extension of time if the Landlord has made and is making a good faith effort to accomplish completion at the earliest reasonable time.

ARTICLE 38.

CONDITION PRECEDENT

Section 1. This Lease shall terminate and become null and void in the event construction of the medical office building has not commenced prior to December 31, 1990.

ARTICLE 39.

TUNNEL

Section 1. Landlord contemplates the construction of an underground tunnel leading from the Improvements and providing access to Landlord's hospital facilities and possibly to other medical office buildings on Landlord's campus. If the tunnel is constructed, the exact location of the tunnel shall be determined by Landlord and subject to the consent of Tenant, which consent shall not be unreasonably withheld. Upon completion of construction, Landlord and Tenant shall enter into an appropriate easement agreement providing mutual access to the tunnel and also providing access to other medical office buildings on Landlord's campus.

ARTICLE 40.

ARBITRATION AND MEDIATION

Section 1. All disputes under this Lease shall be resolved by arbitration. All such disputes shall be submitted for arbitration under the authority and auspices of the American Arbitration Association and in accordance with the rules and regulations of arbitration as established by said association. Prior to such arbitration, such dispute shall be mediated by United States Arbitration & Mediation of Iowa, Inc. or other mediator chosen by the President of the Polk County Bar Association. No party shall invoke arbitration until mediation is complete.

IOWA METHODIST MEDICAL CENTER.

By

Daniel Ramsey

By

James W. Whitely III

METHODIST MEDICAL PLAZA III
LIMITED PARTNERSHIP

By THE GRAHAM GROUP, INC.
General Partner

By

George Milligan, President

By

Charles R. Taylor, Secretary

THE GRAHAM GROUP, INC.

By

George Milligan, President

By

Charles R. Taylor, Secretary

STATE OF IOWA)
) ss.:
COUNTY OF POLK)

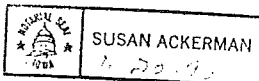
On this 5th day of September, 1990, before me, a Notary Public in and for the State of Iowa, personally appeared David Ramsey and James W. Hubbell III to me known to be the President and Chairman of the Board of IOWA METHODIST MEDICAL CENTER, the corporation executing the within and foregoing document to which this is attached; that (no seal has been procured by the said) (that the seal affixed thereto is the seal of the said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said David Ramsey and James W. Hubbell III as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Denny Drake
Notary Public in and for the
State of Iowa

STATE OF IOWA)
) ss.:
COUNTY OF POLK)

On this 5th day of September, 1990, before me, a Notary Public in and for the State of Iowa, personally appeared George D. Milligan and Charles R. Taylor to me known to be President and Secretary, respectively of THE GRAHAM GROUP, INC., the General Partner of Methodist Medical Plaza III Limited Partnership, executing the within and foregoing document on behalf of such Limited Partnership; that no seal has been procured by the said corporation; that said instrument was signed by said corporation by authority of its Board of Directors; and that the said George D. Milligan and Charles R. Taylor as such officers, acknowledged the execution, by it and by them voluntarily executed.

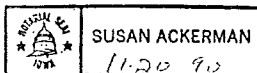


Susan Ackerman
Notary Public in and for the
State of Iowa

BOOK 6298 PAGE 511

STATE OF IOWA)
) ss.:
COUNTY OF POLK)

On this 5th day of September, 19 10, before me a Notary Public in and for the State of Iowa, personally appeared George D. Milligan and Charles R. Taylor to me known to be the Preclear and Secretary of THE GRAHAM GROUP, INC., the corporation executing the within and foregoing document to which this is attached; that (no seal has been procured by the said) ~~(that the seal affixed thereto is the seal of the said) corporation;~~ that said instrument was signed ~~(and sealed)~~ on behalf of said corporation by authority of its Board of Directors; and that the said George D. Milligan and Charles R. Taylor as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Susan Ackerman
Notary Public in and for the
State of Iowa

LANDTECH ENGINEERING SERVICES, INC.

8560 Alice Avenue, Suite A, Des Moines, Iowa 50325 Phone (515) 270-9537

Civil Engineers and Land Surveyors

Since 1911

MOB - 3
Parcel 1

The East 10.4 feet of the North 220.3 feet of the South 276.0 feet (as measured on the East line thereof) of Lot 9, George G. Wright's Subdivision (part of Lot 7 Pursley Estate lying North of Pleasant Street) and the West 30 feet of Lot 8 and all of Lot 9 in the Subdivision of Lots 3 and 4 of Rose's Addition to Fort Des Moines (also known as Holland's Subdivision), (EXCEPT the North 54.0 feet and EXCEPT the South 55.7 feet of said Lots) all now included in and forming a part of the City of Des Moines, Iowa. Said tract contains 26,524 square feet, more or less.

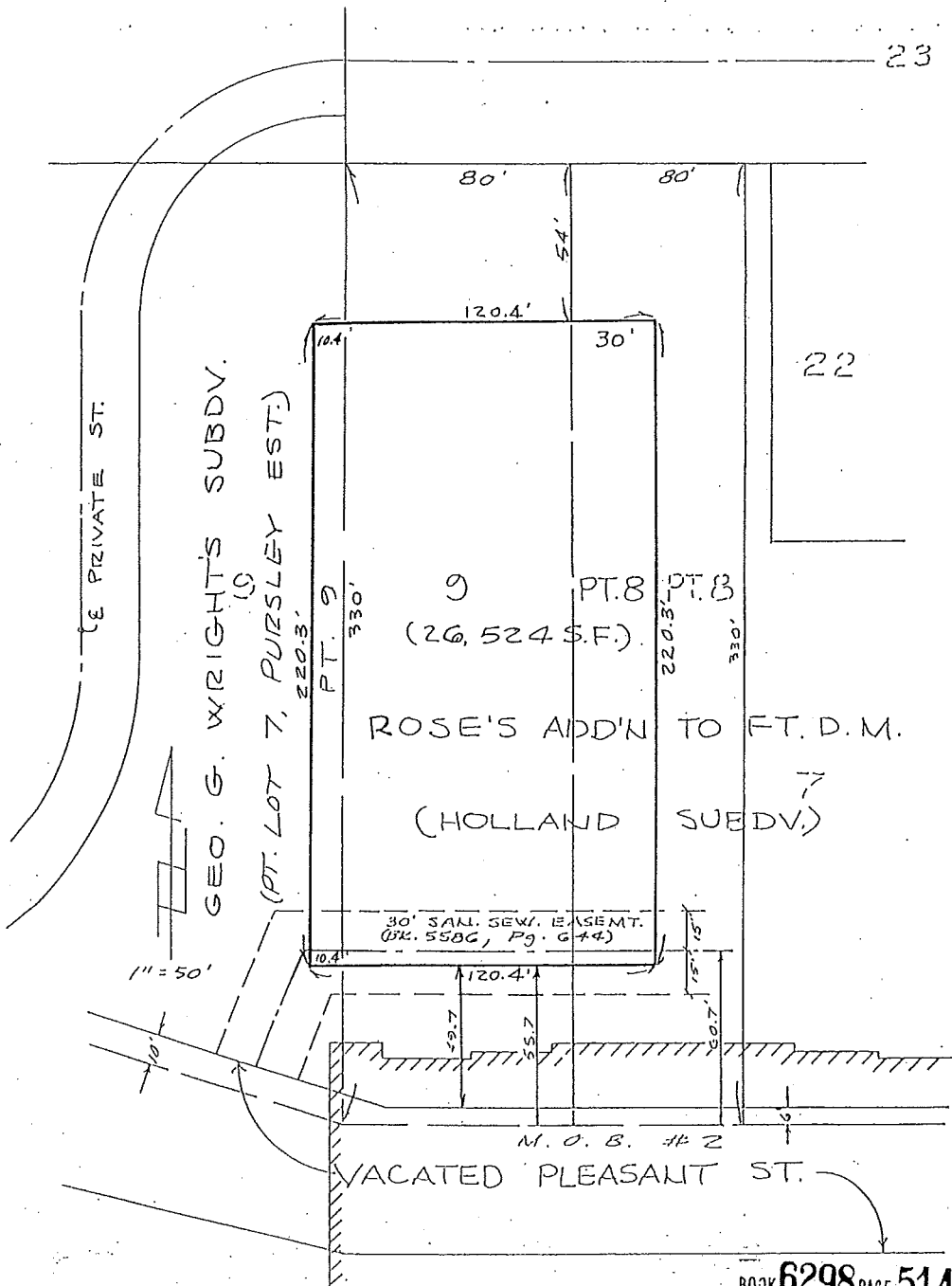
I hereby certify that the legal description shown hereon was prepared by me or under my direct personal supervision, without the benefit of a field survey, and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Aug. 31, 1990
Date

Richard D. Odenbach

Richard D. Odenbach, RLS
Iowa Reg. No. 8105

MOB - 3
Parcel 1



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MOB - 3

PARCEL 2: The North 105.3 feet of the South 161.0 feet of Lot 7 and the North 105.3 feet of the South 161.0 feet of the East 30.0 feet of Lot 8 and the North 115.0 feet of the South 276.0 feet of the West 20.0 feet of the East 30.0 feet of said Lot 8, in the SUBDIVISION OF LOTS 3 AND 4 OF ROSE'S ADDITION TO FORT DES MOINES (also known as Holland's Subdivision);

Also the North 60.0 feet of the South 155.0 feet of Lot "J" and the West 6.0 feet of the North 45.3 feet of the South 95.0 feet of said Lot "J", in OAKRIDGE PLAT NO. II; all now included in and forming a part of the City of Des Moines, in Polk County, Iowa.

MOB - 3
Parcel 2

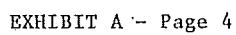


EXHIBIT B

Legal Description IMMC Campus:

A parcel of land located in the Southeast 1/4 of Section 5, Township 78 North, Range 24 West and the Southwest 1/4 of Section 4, Township 78 North, Range 24 West of the 5th P.M., City of Des Moines, Polk County, Iowa, described as follows:

Beginning at a point on the East right-of-way line of 15th Street as it now exists, said point being 47.0 feet East and 6.0 feet North of the original Southwest corner of Lot 8, Official Plat of Lot 1 of THE PURSLEY ESTATE; thence N. 00°00'00" E. (assumed for the purpose of this description only) 597.16 feet to the South right-of-way line of Center Street as it now exists, said point also being 47.0 feet East of the original Northwest corner of Lot 1, Official Plat of Lots 1 and 2 of Official Plat of Lot 1 of THE PURSLEY ESTATE; thence S. 89°22'23" E., along said South right-of-way line, 1516.85 feet to a point on the East line of vacated 12th Street (Lot "C" of OAKRIDGE PLAT No. 2, an Official Plat); thence S. 00°13'26" E., 693.81 feet to the Southeast corner of Lot "K", OAKRIDGE PLAT NO. 2; thence S. 10°58'51" E., along the Easterly right-of-way line of vacated 12th Street, 110.28 feet; thence S. 14°24'05" E., along said Easterly right-of-way line of vacated 12th Street, 116.44 feet; thence Southeasterly along a curve concave Northeasterly, having a radius of 70.83 feet with a central angle of 34°02', an arc distance of 42.69 feet to a point on the North right-of-way line of Pleasant Street as it now exists; thence S. 18°39'55" W. (not radial to the last described curve), 72.20 feet to the South right-of-way line of said Pleasant Street and the Northeast corner of Lot 2, METHODIST PLAT NO. 2, an Official Plat; thence N. 83°50'35" W., along the North line of said Lot 2, 35.00 feet; thence N. 86°50'35" W., along said North lot line, 75.00 feet to the Northwest corner thereof; thence S. 01°01'27" E., along the West line of said Lot 2, 97.81 feet to the Southwest corner thereof; thence N. 89°06'18" W., along the South line of Lot 3 of said METHODIST PLAT No. 2, 0.90 feet to the Northeast corner of Lot 1, CARPENTER'S & DALY'S ADDITION, an Official Plat; thence S. 00°23'04" W., 122.57 feet to a point on the Northerly right-of-way line of Woodland Avenue as it now exists; thence Southwesterly, along said right-of-way line and along the North line of the South 10.0 feet of Lots 1, 2 and 3 of said CARPENTER'S & DALY'S ADDITION and Lots 2, 4 and 5 of the Official Plat of Lot 24, ROSE'S ADDITION, 242.2 feet, more or less to a point on the West line of said Lot 4 of the Official Plat of Lot 24, ROSE'S ADDITION; thence West along the South line of vacated 12th Street, and along the South line of HIGH-WOOD REPLAT, an Official Plat and along the South line of vacated 14th Street, 623.0 feet more or less to a point on the West line of said vacated 14th Street; thence North along said West line, 2.5 feet more or less, to the Southeast corner of the East 1/2 of Lot 7, PURSLEY ESTATE, an Official Plat; thence West along the South line of said East 1/2 of Lot 7 and Lots 7 and 8, Official Plat West 1/2 of Lot 7, PURSLEY ESTATE, 318.4 feet, more or less to the Southwest corner of said Lot 7, Official Plat West 1/2 Lot 7, PURSLEY ESTATE and the East right-of-way line of 14th Place as it now exists; thence N. 00°09'51" E., along said East right-of-way line, 592.35 feet to the Northwest corner of Lot 2, of said Official Plat West 1/2 of Lot 7, PURSLEY ESTATE; thence N. 06°12'54" W., 40.45 feet; thence N. 00°10'30" W., 23.00 feet to the North right-of-way line of Pleasant Street as it now exists; thence N. 89°37'10" W., 274.48 feet to the point of beginning; said parcel contains 39.49 acres, more or less.

EXHIBIT C

LEGAL DESCRIPTION - Parking Ramp

Part of the Official Plat of the W 1/2 of Lot 7, PURSLEY ESTATE, an Official Plat, and part of the E 1/2 of Lot 7, PURSLEY ESTATE and part of vacated Pleasant Street, all in and forming a part of the City of Des Moines, Polk County, Iowa, more particularly described as follows:

Commencing at the NW corner of Lot 2 of the Official Plat of the W 1/2 of Lot 7, PURSLEY ESTATE, thence S 74 degrees 23'53" E, (assumed for the purpose of this description only) along the South right-of-way line of vacated Pleasant Street, 315.57 feet; thence S 02 degrees 45'45" W, 46.02 feet to the Point of Beginning; thence continuing S 02 degrees 45'45" W, 270.00 feet; thence N 87 degrees 14'15" W, 270.00 feet; thence N 02 degrees 45'45" E, 360.00 feet; thence S 87 degrees 14'15" E, 120.00 feet; thence S 02 degrees 45'45" W, 90.00 feet; thence S 87 degrees 14' 15" E, 150.00 feet to the Point of Beginning and containing 1.92 acres, more or less.