

Attached is the list of properties currently leased by In-Home Services. IHS pays the utilities at these locations, purchase cleaning and paper products for the unit, as well as office supplies.

A lease is attached to reflect building upkeep that is the responsibility of the lessee and lessor.

Department	Address	City	County	Start Date	End Date	SPS	Rate	Amount	Less	Net	Notes
Department of Health-In Home Services	5800 W. 10th Street, Suite 305 Freeway Medical Bldg	Little Rock	Pulaski	03/01/14	2/29/2016	2,129	\$14.89	\$31,700.81	Alonzo E. Williams, M.D.	\$2,641.73	
Department of Health - In-Home Services	73 Parker Plaza, Hwy 71	Waldron	Scott	1/1/2015	12/31/2016	2,370	\$5.06	\$12,000.00	Ashford, Gary & Joan Carley	\$1,000.00	
Department of Health - In-Home Services	1322 Bradley Dr. Unit 6&7	Mountain Home	Baxter	5/1/2014	4/30/2016	2,000	\$5.40	\$10,800.00	Properties, LLC Theron Carter	\$ 900.00	
Department of Health, In Home Services	1509 East Main	Russellville	Pope	09/01/14	8/31/2016	3,500	\$8.50	\$29,738.16	Cogswell Properties, LLC.	\$2,478.18	
Department of Health In-Home Services	1907 Old County Road	Pocahontas	Randolph	2/1/2015	1/31/2017	2,640	\$10.61	\$28,000.00	CRT Properties, LLC, an Arkansas Limited Liability Company	\$2,333.33	
Department of Health - In-Home Services	3400 W 34th St, Pine Bluff	Pine Bluff	Jefferson	03/01/15	2/28/2017	2,550	\$4.49	\$11,457.72	Don Richie	\$954.81	
Department of Health - In Home Services	204 North Oak	Sheridan	Grant	08/01/15	7/31/2017	1,034	\$6.99	\$7,230.03	Eddie and Ailene Easley, individuals	\$602.50	
Department of Health In-Home Services	505 W Court St	Jasper	Newton	07/01/14	6/30/2016	2,100	\$4.00	\$8,400.00	Ernie Yeager	\$700.00	
Department of Health In-Home Services	West 4th Street	Brinkley	Monroe	8/1/2015	7/31/2017	2,970	\$5.13	\$15,236.10	G & P Properties of Brinkley	\$1,269.68	
Department of Health In-Home Services	604 B West Bolling	Monticello	Drew	11/1/2015	10/31/2016	1,800	\$7.33	\$13,200.00	Joe & Debbie Properties	\$1,100.00	
Department of Health In-Home Services	2316 Patmos Rd	Hope	Hempstead	12/1/2013	11/30/2015	200	\$9.00	\$1,800.00	Jones Family, LLC 870-777-7575 Lucy Hinson	\$150.00	Storage only
Department of Health - In Home Services	117 Pine Street	Crossett	Ashley	12/1/2010	11/30/2015	2,058	\$5.39	\$11,100.00	ONE FIFTEEN PINE, LLC	\$925.00	
Department of Health - Department of In-Home Services	2204 Sullenberger, Malvern	Malvern	Hot Spring	04/01/15	3/31/2017	1,920	\$6.25	\$12,000.00	Shearer Rental L.L.C.	\$1,000.00	
Department of Health-In Home Services	1129 & 1131 Rogers St. Southgate Shopping Center	Clarksville	Johnson	02/01/15	1/31/2022	2,000	\$6.96	\$13,920.00	Southgate Assoc. LLC	\$2,348.33	

Agency	Project/Address	City	County	Acquired	Exp. Date	Sq Ft	Cost/PSF	Amount	Payee	Monthly Amount
Department of Health - In Home Services	US Bank Building One Riverfront Dr. NLR	Little Rock	Pulaski	02/01/14	1/31/2016	2,254	\$14.50	\$32,683.00	US Bank	\$2,723.58
Department of Health - In Home Services	608 "A" Highway 65 & 82 S	Lake Village	Chicot	10/01/15	9/30/2017	1,600	\$11.59	\$18,544.00	Thomas and Betty Belin	\$1,545.33
Department of Health-In Home Services	100 East 20th, Suites E & F	Hope	Hempstead	12/01/11	11/30/2015	3,400	\$8.47	\$28,800.00	Tommy L. Wilson 870-703-3536	\$2,400.00
Department of Health In-Home Services	200 North 2nd	Paragould	Greene	5/1/2014	4/30/2016	1,800	\$5.50	\$9,900.00	Wayne Or Darlene Gardner	\$825.00
Department of Health In-Home Services	1401 Murphy Drive	Maumelle	Pulaski	42186	42916	3300 cu ft	4.23	12960	Vital Records Control of AR	Record storage only 1163.33

Division of Building Authority
STATE OF ARKANSAS
COUNTY OF PULASKI
Standard Lease Form 1
Approved by Attorney General
April, 2012

Lease Term: 11/01/15 to 10/31/16
Annual Rent: \$13,200.00
Square Feet: 1,800 Rate: \$7.33
Type: New
Worked By: Melinda Miller
County: 22 Agency: 645
Lease #: P2993 gcl

STATE OF ARKANSAS LEASE AGREEMENT

This Lease is made this 27th day of August, 2015, by which Lessor leases the PREMISES to Lessee through DBA, Lessee's Leasing Agent.

For the purposes of this Lease Agreement the following definitions apply:

"LESSOR" means: JOE & DEBBIE PROPERTIES, LLC. an Arkansas limited liability company.

"LESSEE" means: ARKANSAS DEPARTMENT OF HEALTH, IN HOME SERVICES, 4815 West Markham, Slot H8, Little Rock, Arkansas 72205, an agency of the State of Arkansas.

"DBA" means the Real Estate Services Section of Department of Finance and Administration, Division of Building Authority. By law DBA is the leasing agency for LESSEE. Arkansas Code Annotated §22-2-114. DBA is not an additional LESSEE and therefore shall not owe any rent.

"PREMISES" means the property which is the subject of this Lease which is further described in paragraph #1.

1. DESCRIPTION OF PREMISES:

Approximately 1,800 square feet of office space and adequate automobile parking spaces located at 604 B West Bolling; all situated in the City of Monticello, County of Drew, Arkansas.

2. TERM:

The initial term will begin on November 1, 2015 and end on October 31, 2016. The LESSEE may elect to extend the term not more than ninety (90) days upon the same terms by written notice to LESSOR, not less than thirty (30) days before the end of the initial term.

3. RENT:

The LESSEE agrees to pay \$1,100.00 per calendar month on or before the tenth (10) day of each such period, upon invoice from the LESSOR. If the Term commences on a day other than the first day of a calendar month, then the installment of the Rent for such month shall be prorated upon a daily basis at the rate of \$36.16 per day. Rent shall be made payable to LESSOR at: 618 West Bolling, Monticello, AR 71655.

4. UTILITIES AND SERVICES:

The LESSOR will furnish the following utilities and services:

No - Electric	n/a - Elevator Service
No - Gas	Yes - Trash Removal
Yes - Water and Sewer	No - Janitorial Services and Supplies
Yes - Lamps, tubes, ballast and replacements	

5. MAINTENANCE, REPAIR AND REPLACEMENT:

The LESSOR shall maintain the leased PREMISES, including the building and all equipment, fixtures, and appurtenances furnished by the LESSOR under this Lease, in good repair and tenantable condition, except in case of damages arising from the acts of the LESSEE'S agents or employees. For the purpose of so maintaining said PREMISES and property, the LESSOR may at reasonable times, and with the approval of the authorized LESSEE representative in charge, enter and inspect the same and make any necessary repairs hereto. The LESSOR shall be responsible for maintaining all structural supports and exterior walls of the building, including windows, doors, and passageways from the lobby, street and parking areas leading to the leased property, and the adjacent sidewalks and entrance lobby, in good order and repair, and free of snow, ice, rubbish and other obstructions. LESSOR shall provide lawn and plant maintenance and shall provide monthly pest control service. LESSOR shall maintain in good working order and repair all plumbing, toilet facilities and other fixtures and equipment installed for the general supply of hot and cold water, heat, air-conditioning (including monthly maintenance and filters).

6. FAILURE TO PERFORM:

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this Lease are dependent. If the LESSOR shall breach any of the conditions required to be performed by it under this Lease, LESSEE may cure such breach and deduct the cost thereof from rent subsequently becoming due hereunder. If LESSOR fails to correct a deficiency within thirty (30) days after written notice from DBA and LESSEE, or within an appropriate shorter period stated in the notice, in the event of a deficiency constituting a hazard to the health and safety of the LESSEE'S employees, property, or any other person, DBA and LESSEE may elect to terminate this Lease.

Nothing shall prohibit the LESSEE from extending the time periods stated above if LESSEE determines that it is in its best interest to do so and LESSEE determines that the LESSOR is diligently seeking to cure such failure or breach and the deficiency can be corrected within the extended time period in a manner that will ensure throughout the time period as well as upon completion, the safety of the LESSEE'S employees, property and other persons.

7. DAMAGE BY FIRE OR OTHER CASUALTY:

LESSOR shall bear the risk of loss by fire or other casualty and shall maintain fire and extended coverage insurance to the full replacement value of the PREMISES. If the PREMISES are destroyed by fire or other casualty, this Lease will immediately terminate. In case of partial destruction or damage, so as to render the PREMISES unsuitable for the purposes for which they are leased, as determined by LESSEE and DBA, the LESSEE, may terminate the Lease by giving written notice to the LESSOR through DBA, within fifteen (15) calendar days thereafter; if so terminated, no rent will accrue to the LESSOR after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

Nothing shall prohibit the LESSEE from extending the time periods stated above if LESSEE determines that it is in its best interest to do so and determines in addition that the LESSOR is diligently seeking to cure the partial destruction or damage and the partial destruction or damage can be corrected within the extended time period in a manner that will ensure throughout the time period as well as upon completion, the safety of the LESSEE'S employees, property and other persons.

8. ALTERATIONS:

The LESSEE may attach fixtures and install signs in or to the PREMISES with LESSOR'S approval, which shall not be unreasonably withheld. Such fixtures and signs shall remain the property of LESSEE and may be removed from the PREMISES within a reasonable time after the termination of this Lease provided the LESSEE shall restore the PREMISES to a condition as good as at the beginning of this Lease, ordinary wear and tear excepted.

DBA, acting as agent for LESSEE, may during the course of this Lease negotiate with LESSOR for other improvements to be made in the PREMISES. No additional cost or fee for services or work will be charged by LESSOR without the prior written authorization of DBA.

9. TERMINATION:

In addition to other remedies provided herein, the LESSEE may terminate this Lease by thirty (30) days written notice to LESSOR by DBA if the LESSEE'S funds are insufficient for it to continue the operations for which the PREMISES are being used.

10. SPECIAL PROVISIONS:

The parties agree that the terms and conditions of this Lease shall be read together and harmonized whenever possible; however in the event of a conflict between Section 10 or Section 11 and any other provisions elsewhere in this Lease Agreement, the provisions contained in Sections 1-10 (Special Provisions (a) through (e) and Section 11 (Miscellaneous (a) through (e) shall prevail.

- (a) LESSOR shall be responsible that this facility conforms to the Arkansas Fire Prevention Code, as amended, Arkansas State Plumbing Code, The National Electrical Code, and any other state and

local laws, codes, authorities, etc., applicable to the leased facility including the Arkansas adopted Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).

- (b) Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any LESSOR, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the LESSEE.

(1) The LESSOR shall prior to assigning this Lease with any person or entity, for which the total consideration is greater than \$25,000, requires the assignee to complete a Contract and Grant Disclosure and Certification Form. The LESSOR shall ensure that any contract agreement, current or future between the LESSOR and an assignee for which the total consideration is greater than \$25,000 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this Sublease. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the LESSEE.

(2) The LESSOR shall transmit to the agency a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the assignee and a statement containing the dollar amount of the Sublease. The LESSOR shall transmit to DBA a copy of the disclosure form within ten (10) days of entering into any agreement with assignee.

(3) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.

- (c) The LESSOR hereby acknowledges that there was no agent acting on their behalf for these lease negotiations.
- (d) The State shall not be responsible for the payment of any taxes or assessments for the PREMISES.
- (e) LESSORS assert that they are the true owner of the PREMISES and the LESSOR'S rights to the PREMISES are not pursuant to a lease or sublease.
- (f) LESSOR agrees to construct therein described PREMISES as specified in the Construction Document (floor plans and improvement specifications) attached hereto and incorporated herein as Exhibit "A". The work shall be conform to any and all applicable federal, state, and local laws, rules, regulations and codes as reference in #10 Special Provisions (a). The LESSOR shall complete those improvements found in Exhibit "A" at LESSOR'S cost which is estimated to be \$15,000.00.
- (g) Completion of all construction/renovation work shall be on or before October 15, 2015 with occupancy to begin no later than November 1, 2015. The LESSOR shall notify LESSEE and DBA, in writing, when work has been completed and the PREMISES is ready for inspection. Upon receipt of said notice, LESSEE and LESSOR shall conduct an inspection to establish any items that are

incomplete or not acceptable according to the final plans and specifications, compile a "Punch List", and furthermore determine whether the PREMISES has reached a level that will allow the LESSEE to conduct normal business operations, thus achieving "Substantial Completion", as hereinafter referred.

- (h) The existence of a "Punch List" does not invalidate Substantial Completion of the PREMISES. LESSEE and LESSOR shall determine a "reasonable" completion date for any "Punch List" items. Upon LESSOR'S notification of "Punch List" completion, a second inspection shall be conducted between the LESSEE and LESSOR and final acceptance shall occur. **For purposes of this section, time is of the essence.**
- (i) Prior to Substantial Completion, LESSOR shall furnish DBA a "Certificate of Occupancy" confirming each Final Inspection by authorities has been conducted and approved.
- (j) In the event that occupancy cannot occur on the date set forth in this Lease Agreement due to acts or omissions of LESSOR, DBA shall prepare a Commencement Lease to revise the lease effective date. LESSOR and LESSEE agree rental for the first month of occupancy occurring on a date other than the first day of the month shall be prorated on a daily basis according to Section 3. "Rent". In no event shall LESSEE or DBA be required to pay any rental increases or penalties.
- (k) LESSOR shall maintain the PREMISES throughout the term of this lease in accordance with the Tenantable Condition Guidelines, which is attached hereto and incorporated herein by reference as Exhibit "B".
- (l) The LESSOR, LESSEE and DBA agree that should the Lease expire prior to the execution of any proposed Amendment Agreement, the parties agree that the Lease is hereby reinstated and ratified upon the Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of any subsequent Amendment Agreement shall govern in the event of conflict or inconsistencies, or both. This paragraph should not be construed between the parties as an agreement that the Lease will be extended for additional terms, but rather as an option between the parties to enter into the future negotiations for additional terms should they so desire.
- (m) Pursuant to Governor's Executive Order 09-07(3), LESSOR acknowledges and agree that future renewals of this Lease Agreement will be subject to:
 - (1) The verification of LESSOR'S degree of implementation of various energy savings policies, practices, products, building equipment and services in order for the leased PREMISES (Building) to reach the goal of an EPA Energy Star rating of 50 or above; and
 - (2) LESSOR's ability to enter and complete a minimum of twenty-four (24) months* utility history into EPA's online Energy Star Portfolio Manager for utility benchmarking, and allow DBA, or the LESSEE, or both, access to the online data for verification purposes.

Furthermore, LESSOR shall certify that the data reported online in Energy Star Portfolio Manager by or on behalf of the LESSOR for energy-efficiency scoring is true and accurate. Validation of the data shall be provided through a third-party professional certification or a sworn statement of the Lessor/Owner. If it is found that any data has been falsely reported to manipulate the Energy Star

score, such action may be considered a default of the terms of the Lease and the Lease may be terminated upon thirty (30) days written notice.

In addition to the above, the LESSEE shall be responsible for ensuring internal policies and practices work in concert with the LESSOR'S effort to achieve the goals stated above, and will encourage the LESSOR to pursue replacement of less efficient equipment, products and fixtures whenever possible and practical within the lease term to assist the LESSOR'S commitment to reduce energy consumption within the PREMISES.

*(*Applicable if premises were owned by the LESSOR for the previous 24 months; if not, whatever data is available at the time of Lease execution, pursuant to Energy Star's "Target Finder" Program.)*

11. MISCELLANEOUS:

- (a) The Lease and any modifications or amendments to it will not be valid without the written approval of DBA.
- (b) This Lease shall benefit and bind the parties hereto and their heirs, personal representatives, successors and assigns.
- (c) The LESSEE may terminate this Lease by written notice from DBA to LESSOR upon the taking by eminent domain of any part of the PREMISES. This provision does not prevent the LESSEE from claiming or recovering from the condemning authority the value of LESSEE'S leasehold interests.
- (d) Nothing in this Lease shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
- (e) This Lease contains the entire agreement of the parties.