

KOBERLEIN
LAW OFFICES, PLLC



Reply To: Lake City Office

June 1, 2015

Jack Berry
Executive Director
Lake Shore Hospital Authority
Delivery via email at: jack@lakeshoreha.org

RE: Maintenance of Facilities

Dear Mr. Berry:

The Board of the Lake Shore Hospital Authority (hereinafter "Authority") asked whether the Authority was responsible for maintaining certain premises that are currently leased and detailed in the *Second Amended and Restated Lease Agreement and Assignment of Original Restated Lease* (hereinafter "Lease" or "Lease Agreement").

The question presented is answered in the *negative*. The Lease Agreement lists all of the premises ("Hospital Facilities") that are currently being leased from the Authority by the Lessee. See "Exhibit A" attached to the Lease Agreement. The Lessee is responsible for keeping and maintaining all leased premises in good repair and operating condition. The Lease Agreement specifically section 3.1(e)(ii) provides, in pertinent part,

"Throughout the entire Lease Term, Lessee shall at its own expense keep and maintain the Hospital Facilities in good repair and operating condition, reasonable wear and depreciation excepted and shall from time to time make all necessary and proper repairs, renewals and replacements to the Hospital Facilities, including all ordinary, extraordinary, structural and non-structural repairs, replacements and maintenance."


Therefore, if the premises in question are listed within Exhibit A of the Lease Agreement then **the Lessee is responsible for the maintenance of those premises, including extraordinary repairs or replacement.**

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Should any questions arise from this short memorandum please call me at your earliest convenience.

Respectfully,

A handwritten signature in black ink, appearing to read "F.L.K.", with a stylized flourish at the end.

Frederick L. Koberlein, Jr.

Encl: Lease Agreement