Exhibit A

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2015, by and between the CITY OF JOPLIN, MISSOURI, a municipal corporation, hereinafter referred to as "Landlord", and AIDS PROJECT OF THE OZARKS, INC., a Missouri not-for-profit corporation, hereinafter referred to as "Tenant".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant the after-mentioned land and improvements and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Demise and Term. Landlord leases to Tenant and Tenant leases from Landlord, the land and improvements thereon located at 321 E. 4th St. , (the "Premises"), Joplin, Missouri. The original term of this lease and Tenant's obligation to pay rent hereunder shall commence on February 1, 2015 and run one (1) year, through January 31, 2016. If Tenant is not in default, this lease shall automatically renew for additional terms of one (1) year each, unless Landlord gives Tenant three (3) months written notice. Each renewal shall be on the same terms and conditions as the original lease and conditioned on Tenant not being in default during the term of the lease and on January 31, of each successive rental period. The premise is comprised rooms M17, M18 and M19 of the Health Department. Tenant shall also have use of the common areas of the building. Access to the premises is Monday through Friday 8:00 a.m. to 5:00 p.m., however meeting space can be scheduled after normal hours so long as Tenant complies with Landlord's scheduling policies.

2. Termination. Either party may terminate its obligations under this Agreement by giving ninety (90) days written notice to the other party.

3. Rent. During the term of this lease, and any extensions thereof, Tenant agrees to pay to Landlord at the office of Landlord the sum of Two Hundred and 00/100 Dollars ($200.00) per month as rent. Said rent shall be due in advance on the first day of each calendar month during the lease term, and paid to the Director of Finance of the City of Joplin, 602 S. Main, Joplin, Missouri. Rent payments shall begin February 1, 2015.

4. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premise, without obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or subletting without Landlord consent in writing shall be void.

5. Use of Premises by Tenant. Tenant shall use the leased premises solely for the purpose of providing a community health service consistent with its current practice and client

case management services. Tenant shall not perform any acts or carry on any practices that may injure the building or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as are required for the proper operation of the business. Tenant shall not use the premises for business non related to Aids Project of the Ozarks. While conducting business in the leased premises, Tenant staff are expected to conduct themselves as would be expected of any Landlord employee.

6. Fixtures and Alterations. Landlord and Tenant hereby agree that the premises are leased in an "AS IS" condition. Tenant shall not make or cause to be made any alterations, additions or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shade or awnings, paving or landscaping, or make any changes to the premises without first obtaining Landlord's consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Upon completion of any construction or modification to the premises, same shall become the property of Landlord.

7. Liens. If any mechanics, laborers, materialmen's or any other lien shall at any time be filed against the leased premises as a result of Tenant's occupancy or construction thereon, Tenant shall, within thirty (30) days after such lien is made or filed, cause the same to be discharged of record by payment, order of a court of competent jurisdiction, or otherwise. Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished to Tenant and no mechanics' or other liens shall attach to or affect the reversionary or other estate or interest of Landlord in and to the property leased herein.

8. Maintenance of Leased Premises. Tenant shall at all times maintain the interior of the leased premises in good condition and repair. Landlord shall be responsible for the general maintenance of the building (including lighting, heating, sewage facilities, including free flow to the main sewer line, air conditioning system and electrical wiring and equipment, interior walls, floors and ceilings), and including replacement of parts and equipment, if necessary. Landlord will provide cleaning service for regular basic floor maintenance activities as well as periodic extended floor maintenance as per required for other office areas of the Health Department building. Landlord will provide trash disposal service.

9. Insurance. Tenant shall procure and maintain a Certificate of Insurance covering Worker's Compensation insurance from a responsible insurance company acceptable to Landlord, and said insurance shall provide for the payment of compensation in accordance with the laws of the State of Missouri for all employees of the Tenant, and further insuring Landlord against any and all liability for personal injury or death of such employees. Tenant shall, during the entire term of this lease, keep in full force and effect policies of public liability and property damage insurance with respect to the leased premises and the business operated by Tenant in the leased premises, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 for personal injury and $50,000.00 for damage to property. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to Landlord and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord.

10. Indemnification of Landlord. Tenant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Landlord, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Landlord, their agents or employees, or Tenant, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this lease or any work done thereunder or business carried on by Tenant.

11. Utilities. Landlord shall be responsible for all charges for heat, water, gas, electricity, sewer use charges, or any other utility used or consumed in the leased premises. Tenant is responsible for phone and internet services.

12. Damage or Destruction of Leased Premises. In the event that the leased premises are destroyed or damaged so as to be unfit for ordinary occupancy and use, by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within ninety (90) days, then this lease shall be automatically terminated. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the premises within such ninety (90) days, in which case there shall be an abatement and apportionment of the rent until the premises are restored. In the event Landlord determines that the premises cannot be rebuilt or restored under the ninety (90) day provision herein, then it shall give written notice of this decision to Tenant within thirty (30) days from the date of the happening of such casualty, and this lease shall terminate.

13. Default of the Tenant. In the event of any failure by Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Tenant for more than thirty (30 days after written notice of such default shall have been given to Tenant, then Landlord, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord at any time terminate this lease for any breach in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach. Tenant further agrees to indemnify Landlord for any and all costs and expenses, including attorney fees, incurred by Landlord in any lawsuit against Tenant to enforce the terms of this lease.

14. Right of Entry. Landlord or Landlord's agents shall have the right to enter the leased premises at all reasonable times to examine the same, and to show them to prospective purchasers or Tenants of the building, and to make such repairs, alterations, improvements or additions as the Landlord may deem desirable.

15. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord,

subject, nevertheless, to the terms and conditions of this lease. Each party agrees to indemnify the other for any and all costs and expenses, including attorneys' fees, incurred by one party in any lawsuit against the other to enforce the terms of this lease, provided that such party is successful.

16. Reciprocal Covenant of Quiet Enjoyment. Tenant understands and agrees that Landlord will occupy part of the building and improvements at the premises. Tenant agrees to conduct its operations free from excessive noise or disturbance to the other tenant, and not to enter upon the other tenant's portion of the premises without prior approval or agreement.

17. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the Landlord as follows:

City of Joplin, Missouri
Samuel L. Anselm, City Manager
602 S. Main Street
Joplin, Missouri 64801,

and to Tenant as follows:

Aids Project of the Ozarks, Inc.
Attn: Executive Director
1901 E. Bennett, Suite D
Springfield, Missouri 65804.

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

18. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

19. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

20. Heirs, Successors and Assigns. Each and every obligation contained in this Lease Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

21. Contingent of City Council Approval. This Agreement is contingent on approval from the Joplin City Council.

22. Special Terms. Record Confidentiality. The Tenant shall maintain strict confidentiality of all patient and client information or records supplied to him/her by the Landlord or that the Tenant becomes aware of during the course of business, pursuant to the provisions of HIPAA (Health Insurance Portability and Accountability Act). The protected information shall include, but not be limited to all Individually Identifiable Health Information, and this shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and (1) that identifies the individual; or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual. Individually Identifiable Health Information includes many common identifiers (e.g. name, address, birth date, social security number). The contents of such records shall not be disclosed to anyone other than the Tenant and the patient/client or the parent or legal guardian unless such disclosure is required by law.

23. Governing Law. The laws of the State of Missouri, excluding its conflict of law provisions, shall govern this Contract and all matters arising out of or relating to this Contract.

24. Jurisdiction. Any legal action or proceeding relating to this Contract brought by either party shall be instituted in a state court in Jasper County, Missouri or a federal court in the Western District of Missouri. Each party hereby expressly agrees to submit to the jurisdiction of, and agrees that venue is proper in, these courts in any such legal action or proceeding.

25. Non-Appropriation: Notwithstanding any other provision of this Agreement, City shall not be obligated for the performance of the Aids Project of the Ozarks and its respective successors herein or by any provision of this Agreement during any of City's future fiscal years unless the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then City may terminate this Agreement by giving thirty (30) days written notice to Aids Project of the Ozarks.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Samuel L. Anselm,
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

"**LANDLORD**"

AIDS PROJECT OF THE OZARKS, Inc.

By: _____
Lynne Meyerkord,
Executive Director

ATTEST:

_____
Secretary

"**TENANT**'