

**FORM OF
ASSET PURCHASE AGREEMENT
BY AND BETWEEN
COUNTY OF FRANKLIN, NORTH CAROLINA,
AS SELLER, AND
DLP MARIA PARHAM MEDICAL CENTER, LLC,
AS BUYER**

[_____, 20__]

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EXHIBITS

- 3.2(b) Form of General Bill of Sale and Assignment Agreement
- [3.2(c) Form of Assignment and Assumption Agreement]**
- 3.2(i) Form of Non-Blocked Person Affidavit

SCHEDULES

- 1.1(a) Real Estate
- 1.1(b) Tangible Personal Property
- [1.1(c) Assumed Contracts]**
- [1.2(c) Excluded Contracts]**
- 1.2(e) Other Excluded Assets
- 4.2(b) Seller Required Approvals/Consents
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- 4.7(a) Exceptions to Regulatory Compliance
- 5.1 Buyer Securities and Membership Interests
- 5.2(b) Buyer Required Approvals/Consents

**FORM
OF
ASSET PURCHASE AGREEMENT**

This **ASSET PURCHASE AGREEMENT** (this “**Agreement**”) is made and entered into as of _____, 201__, by and between the County of Franklin, North Carolina, a political subdivision of the State of North Carolina (“**Seller**”), and DLP Maria Parham Medical Center, LLC, a Delaware limited liability company (“**Buyer**”).

WITNESSETH:

WHEREAS, Buyer owns and operates Maria Parham Medical Center (“**MPMC**”), an acute care hospital with locations in Henderson, North Carolina and Louisburg, North Carolina;

WHEREAS, Buyer and Seller entered into that certain Lease Agreement, dated [_____], 2017 (the “**Lease**”), pursuant to which Seller leased to Buyer certain real and personal property assets owned by Seller in connection with the facility commonly known as Franklin Medical Center located in Louisburg, North Carolina (“**FMC**”);

WHEREAS, in accordance with the terms of the Lease, Buyer re-opened at FMC (i) an emergency department for the provision of emergency medical services, including CT, x-ray and ultrasound services (the “**ED**”), and (ii) a 13-bed geriatric behavioral health unit (the “**Behavioral Unit**”), and operates the ED and the Behavioral Unit as a remote location and/or provider-based departments, as such terms are defined for the purpose of 42 CFR 413.65, of MPMC, not subject to payment reductions under Section 603 of the Bipartisan Budget Act of 2015; and

WHEREAS, in accordance with Section 27 of the Lease, Buyer hereby exercises its right to purchase the real and personal property leased by Buyer from Seller pursuant to the Lease and for the Lease to terminate upon the Closing (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the premises, agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of all of which are forever acknowledged and confessed, the parties hereby agree as follows:

1. PURCHASE AND SALE OF ASSETS AND CERTAIN RELATED MATTERS

1.1 Purchase and Sale of the Assets. Subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer, convey, and deliver to Buyer, and Buyer agrees to purchase at the Closing, Seller’s right, title and interest in and to the following assets, other than the Excluded Assets (as hereinafter defined), owned by Seller or leased by a third party to Seller (collectively, the “**Assets**”), free and clear of any and all Encumbrances (as hereinafter defined) other than the Permitted Encumbrances (as hereinafter defined) [**and the Assumed Liabilities (as hereinafter defined)**]¹:

(a) good and marketable fee simple title to the real property referenced on Schedule 1.1(a)² (the “**Real Estate**”), together with the improvements thereon and fixtures related thereto and all of Seller’s right, title and interest in all rights, privileges, easements, streets, drainage areas and rights of way appurtenant to or benefiting or serving the Real Estate;

¹ There will be no assumed liabilities unless there are assumed contracts at Closing.

² Anticipate that Schedule 1.1(a) should be identical to Schedule 1(a) in Lease.

(b) all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property described on Schedule 1.1(b)³;

(c) [to the extent assignable, all of the rights and interests of Seller in, or pursuant to, the agreements, contracts, commitments, leases, purchase orders and other arrangements listed on Schedule 1.1(c) (the “Assumed Contracts”);]⁴

(d) all of the intangible rights and property of Seller relating to FMC, including all intellectual property owned **[or licensed (as licensor or licensee)]** by Seller relating to FMC, including the name “Franklin Medical Center” and any variations thereof, the goodwill associated therewith, telephone, facsimile and e-mail addresses (or numbers) and listings, internet web sites and internet domain names; and

(e) all claims of Seller against third parties relating to the Assets.

1.2 Excluded Assets. Notwithstanding anything herein to the contrary, any assets not identified in Section 1.1 are not intended by the parties to be a part of the Assets Buyer is purchasing hereunder and shall be excluded from such purchase, including the following (collectively, the “**Excluded Assets**”):

(a) all items of inventory, equipment and other Assets disposed of, replaced, expended or exhausted prior to the Effective Time (as hereinafter defined) in the ordinary course of business;

(b) any records which Seller is required by Legal Requirements to retain in its possession and any records related exclusively to the Excluded Assets or the Excluded Liabilities (as hereinafter defined);

(c) [all agreements, contracts, commitments, leases, purchase orders and other arrangements that are not Assumed Contracts, including those set forth on Schedule 1.2(c) (collectively, the “Excluded Contracts”)];

(d) [all claims arising under the Excluded Contracts;] and

(e) such other assets listed on Schedule 1.2(e).⁵

1.3 Interpretation. In this Agreement, unless the context otherwise requires:

(a) references to this “**Agreement**” are references to this Agreement and to the Schedules and the Exhibits hereto;

(b) references to “**Articles**” and “**Sections**” are references to articles and sections of this Agreement;

³ Anticipate that Schedule 1.1(b) should be identical to Schedule 1(b) in Lease, except to the extent items were removed or replaced during the Lease term.

⁴ Delete if there are not contracts that will be assumed at Closing. Note that CT Scan lease already is being assumed in connection with signing of the Lease.

⁵ Schedule 1.2(e) should include items identified on Schedule 1(c) of Lease and any other items that Buyer identifies during the Lease term that will not be acquired.

(c) references to any “**party**” to this Agreement include references to its respective successors and permitted assigns;

(d) references to a “**judgment**” include references to any order, writ, injunction, decree, determination or award of any court or tribunal;

(e) references to a “**person**” means any individual, company, corporation (whether public, private or governmental), corporate body, association, authority, partnership, limited liability company, firm, joint venture, business entity, trust or government agency;

(f) the terms “**hereof**,” “**herein**,” “**hereby**,” “**hereunder**” and any derivative or similar words refer to this entire Agreement;

(g) references to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced by the parties thereto from time to time;

(h) the word “**including**” means “including without limitation”;

(i) references to time are references to Eastern Standard Time or Daylight Time (as in effect on the applicable day, unless otherwise specified herein);

(j) the word “**affiliate**” means, as to the person in question, any person that directly or indirectly controls, is controlled by, or is under common control with, the entity in question and any successors or assigns of such entity;

(k) the term “**control**” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person whether through ownership of voting securities, by contract or otherwise;

(l) the term “**proceeding**” shall mean and refer to any action, arbitration, audit, hearing, investigation, litigation, suit or similar proceeding (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any governmental body or arbitrator; and

(m) the term “**Legal Requirements**” shall mean and refer to any applicable law, statute, ordinance, bylaw, code, rule, regulation, corporate integrity agreement, reimbursement manual, program memorandum, policy, restriction, order, judgment, writ, injunction, decree, determination, award or similar command of any governmental authority. Without limiting the foregoing, “Legal Requirements” shall include the laws of the State of North Carolina. Further, “Legal Requirements” shall include Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute), including specifically, the Ethics in Patient Referrals Act, as amended, or “Stark Law,” 42 U.S.C. § 1395nn; Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, as amended, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; the Exclusion Laws, 42 U.S.C. § 1320a-7; the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder, including 45 C.F.R. §§ 160, 162, and 164; the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*;

Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; Occupational Safety and Health Act, 29 U.S.C. §§ 651 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; Immigration and Reform Control Act of 1986; Workers Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101 *et seq.*; the Employee Retirement Income Security Act of 1974, as amended; the Consolidated Omnibus Budget Reconciliation Act of 1985 and the Public Health Service Act; the Internal Revenue Code of 1986, as amended; the Americans With Disabilities Act; and other Legal Requirements relating to pollution or protection of human health (as relating to the environment or the workplace) and the environment (including ambient air, surface water, ground water, land surface or sub-surface strata), each as may have been amended or supplemented or may be amended in the future, and any applicable statutes or laws.

1.4 Structure and Compliance.

(a) Buyer acknowledges that the operation and use the Assets remains subject to compliance with N.C. Gen. Stat. § 131E-13, as may be amended from time to time. As of the date of this Agreement, the conditions to N.C. Gen. Stat. § 131E-13 currently provide that:

(i) Buyer shall continue to provide the same or similar clinical hospital services to its patients in medical-surgery, obstetrics, pediatrics, outpatient and emergency treatment, including emergency services for the indigent, that FMC provided prior to the date of the Lease. These services may be terminated only as prescribed by Certificate of Need Law prescribed in Article 9 of Chapter 131E of the General Statutes, or, if Certificate of Need Law is inapplicable, by review procedure designed to guarantee public participation pursuant to rules adopted by the Secretary of the Department of Health and Human Services. Seller acknowledges and confirms that, prior to the date of this Lease, FMC was not operational and it provided no services.

(ii) Buyer shall ensure that indigent care is available to the population of the municipality or area served by Seller at levels related to need, as previously demonstrated and determined mutually by Seller and Buyer.

(iii) Buyer shall not enact financial admission policies that have the effect of denying essential medical services or treatment solely because of a patient's immediate inability to pay for the services or treatment.

(iv) Buyer shall ensure that admission to and services of the facility are available to beneficiaries of governmental reimbursement programs (Medicaid/Medicare) without discrimination or preference because they are beneficiaries of those programs.

(v) To the extent applicable, Buyer shall prepare an annual report that shows compliance with the requirements of this Agreement.

(vi) Buyer agrees that if it fails to substantially comply with the conditions listed in (i) through (v) above, or if it fails to operate FMC as a community general hospital open to the general public and free of discrimination based on race, creed, color, sex, or national origin unless relieved of this responsibility by operation of law, or if Buyer dissolves without a successor corporation to carry out the terms and conditions of this Agreement, all ownership or other rights in FMC, including the building, land and equipment associated with it, shall revert to Seller; provided that any building, land, or equipment associated with FMC that Buyer has constructed or acquired since the lease and/or sale may revert only upon payment to Buyer of a sum equal to the cost less depreciation of the building, land, or equipment. Notwithstanding the

foregoing, no such payment shall be made to Buyer by Seller for any building, land, or equipment with respect to amounts funded by use of federal, state or local programs or grant funds received within eight (8) years from the Commencement Date (as defined in the Lease).

(b) Seller acknowledges and agrees to the following: (i) Seller is in compliance with N.C. Gen. Stat. § 131E-13 as it pertains to the process for consummating the transactions contemplated by the Lease and this Agreement, (ii) N.C. Gen. Stat. § 131E-13 is intended to protect Seller from a diminution of services to the detriment of the residents of Franklin County, (iii) as of the execution date of the Lease, no services were being provided on the Real Estate or by FMC elsewhere, (iv) Buyer re-opened and is operating the ED on the Real Estate as contemplated by the Lease, (v) so long as so long as Buyer operates the ED and continues to provide the financial assistance described in Section 6.2 below, then (A) the Assets will be owned and operated in such a manner as to comply with the requirements of N.C. Gen. Stat. § 131E-13, (B) Seller will be receiving the protection afforded by the N.C. Gen. Stat. § 131E-13, and (iii) Seller shall not seek and shall not avail itself of any potential rights to a reversion of the Assets.

(c) Buyer agrees that, for a period beginning on the Commencement Date (as defined in the Lease) and ending ten (10) years from such date, Buyer shall not transfer to another location or voluntarily relinquish beds, operating rooms, or other certificate of need-regulated assets held by Seller as of the Commencement Date; provided, however, that the foregoing shall not (i) prevent Buyer from transferring the certificate of need in one operating room as contemplated by Section 4.12(d) of the Lease or (ii) obligate Buyer to use the certificate of need with respect to the MRI at FMC. Buyer further agrees that, in the event reversion of the Assets to Seller occurs, Seller shall have the option to acquire from Buyer, at fair market value (excluding any value attributable to any applicable certificate of need) as determined by a third party appraiser selected by Buyer in its sole discretion, any of Tenant's Personal Property (as defined in the Lease) that would, upon removal from the FMC, jeopardize a certificate of need that was held by Seller as of the Commencement Date. This subparagraph 1.4(c) shall only be effective for so long as the North Carolina certificate of need laws remain in effect. In the event the North Carolina certificate of need laws are no longer in effect, this subparagraph 1.4(c) shall become null and void.

2. FINANCIAL ARRANGEMENTS

2.1 Purchase Price. Subject to the terms and conditions of this Agreement and in reliance upon the representations and warranties of Seller set forth herein, and as consideration for the sale and purchase of the Assets contemplated herein and the commitments made by Buyer in the Lease and in this Agreement for the benefit of the patient population in Franklin County, North Carolina, Buyer at the Closing shall **[assume the Assumed Liabilities and]**⁶ pay to Seller an aggregate amount equal to \$1.00 (the "**Purchase Price**").

2.2 [Assumed Liabilities. Notwithstanding anything herein to the contrary, as of the Effective Time, Buyer shall assume and agree to pay, perform and discharge in accordance with their respective terms, only the obligations of Seller under the Assumed Contracts arising out of periods after the Effective Time, other than any liability arising out of or relating in any way to a breach or default based on an event that occurred prior to the Effective Time (the "Assumed Liabilities").]⁷

⁶ Include only if there are assumed contracts at Closing.

⁷ Include only if there are assumed contracts at Closing

2.3 Excluded Liabilities. Except for the Assumed Liabilities, Buyer shall not assume, nor shall it be liable for, and under no circumstance shall Buyer be obligated to pay or assume, and none of the Assets shall be or become liable for or subject to:

(a) any liability or obligation of Seller or any affiliate thereof;

(b) any liability or obligation arising out of or relating to the conduct or operation of FMC prior to the Effective Time, including, medical malpractice or general liability claims, except to the extent that any such liability or obligation arises from Buyer's acts or omissions in connection with Buyer's operation of FMC during the period from the Commencement Date (as defined in the Lease) to the Effective Time;

(c) any liability or obligation arising out of or relating to the ownership or use of the Assets prior to the Effective Time, whether (in any case) fixed or contingent, recorded or unrecorded, known or unknown, currently existing or hereafter arising, except to the extent that any such liability or obligation arises directly from Buyer's acts or omissions in connection with Buyer's operation of FMC during the period from the Commencement Date (as defined in the Lease) to the Effective Time;

(d) any debt of or claim against Seller or any affiliate thereof, or any obligation of Seller or any affiliate thereof to repay borrowed money, except to the extent that any claim arises from an obligation of Buyer incurred in connection with Buyer's operation of FMC during the period from the Commencement Date (as defined in the Lease) to the Effective Time;

(e) any claim against or obligation of any nature whatsoever relating to any of the Excluded Assets;

(f) any liability for violating any Legal Requirements to the extent arising from acts or omissions prior to the Effective Time, except to the extent that any such liability arises directly from Buyer's acts or omissions in connection with Buyer's operation of FMC during the period from the Commencement Date (as defined in the Lease) to the Effective Time; and

(g) any liability arising out of Landlord's Environmental Obligations (as defined in the Lease) or the environmental condition related thereto (subsections (a) through (g) collectively, the "Excluded Liabilities").

2.4 No Prorations. Given that under the terms of the Lease, Buyer (as tenant) is responsible for all operating expenses (including, without limitation, cost of insurance, real property taxes, personal property taxes and maintenance of the Assets), at the Closing, Seller and Buyer shall not prorate such operating expenses or other expenses and revenue customarily prorated between the parties involving the sale of commercial real property.

3. CLOSING

3.1 The Closing. The consummation of the transactions contemplated by and described in this Agreement (the "**Closing**") shall occur simultaneously with the execution of this Agreement, unless mutually extended by Seller and Buyer (the "**Closing Date**"). The Closing shall be effective as of 12:01 a.m. on the day immediately following the Closing Date, or such other date and time as the parties may agree in writing (the "**Effective Time**").

3.2 Actions of Seller at the Closing. At the Closing and unless otherwise waived in writing by the applicable party, Seller shall deliver the following to Buyer:

(a) one (1) or more **[Special]** Warranty Deeds conveying to Buyer or its affiliates good and marketable fee simple title in the Real Estate (which **[Special]** Warranty Deeds shall describe the Real Estate by reference to the description contained in the Survey (as hereinafter defined) approved by Buyer), subject only to the Permitted Encumbrances, in a form reasonably acceptable to Buyer and Seller;

(b) a General Bill of Sale and Assignment Agreement in the form attached as Exhibit 3.2(b) (the “**Bill of Sale**”) executed by a duly authorized officer of Seller;

(c) [an Assignment and Assumption Agreement in the form attached as Exhibit 3.2(c) (the “Assignment and Assumption Agreement”) executed by a duly authorized officer of Seller;]⁸

(d) copies of resolutions duly adopted by the board of directors (or other applicable governing body) of Seller authorizing and approving the performance of the transactions contemplated hereby, by Seller, and the execution, delivery and performance of this Agreement and the documents described herein to which it is a party, certified as true and of full force as of the Closing Date by a duly authorized officer of Seller;

(e) a certificate of a duly authorized officer of Seller certifying that the conditions in Section 7.1 have been satisfied, dated as of the Closing Date;

(f) a certificate of incumbency for the officers of Seller executing this Agreement or any other agreements or certificates to be executed or delivered on behalf of Seller pursuant hereto, dated as of the Closing Date;

(g) an owner’s affidavit in the Title Company’s standard form sufficient to remove each pre-printed exception from the Title Policy (as hereinafter defined) and any exceptions or encumbrances that are not Permitted Encumbrances (the “**Owner’s Affidavit**”);

(h) **[a certificate of title for each vehicle included in the Assets executed by a duly authorized officer of each applicable member of Seller;]**⁹

(i) a non-blocked person affidavit (the “**Non-Blocked Person Affidavit**”) for Seller, dated as of the Closing Date, in the form attached as Exhibit 3.2(i), executed by a duly authorized officer of Seller;

(j) a non-foreign affidavit for Seller, dated as of the Closing Date, in a customary form reasonably acceptable to Buyer and Seller and executed by a duly authorized officer of Seller; and

(k) such other instruments and documents as Buyer reasonably deems necessary to effect the transactions contemplated hereby.

3.3 Actions of Buyer at the Closing. At the Closing and unless otherwise waived in writing by the applicable party, Buyer shall deliver the following to Seller:

(a) the Purchase Price;

⁸ Include only if there are assumed contracts at Closing.

⁹ Delete if not applicable

- (b) the Bill of Sale executed by a duly authorized officer of Buyer;
- (c) [the Assignment and Assumption Agreement executed by a duly authorized officer of Buyer;]¹⁰
- (d) copies of resolutions duly adopted by the member (or other applicable governing body) of Buyer authorizing and approving the performance of the transactions contemplated hereby by Buyer, and the execution, delivery and performance of this Agreement and the documents described herein to which Buyer is a party, certified as true and of full force as of the Closing Date by a duly authorized officer of Buyer;
- (e) a certificate of incumbency for the officers of Buyer executing this Agreement or the other agreements or certificates to be executed or delivered on behalf of Buyer, dated as of the Closing Date;
- (f) a certificate of good standing of Buyer from the Delaware Secretary of State, dated the most recent practical date prior to the Closing Date; and
- (g) such other instruments and documents as Seller reasonably deems necessary to effect the transactions contemplated hereby.

3.4 Title Commitments and Survey.

(a) Prior to the Commencement Date of the Lease, Buyer has obtained (i) a leasehold title commitment (Commitment No. NCS-821539-NAS), dated November 4, 2016, issued by First American Title Insurance Company (the “**Title Company**”) with respect to the Real Estate showing Buyer, as tenant, as the proposed insured and (ii) an ALTA Land Title Survey, dated 12/2/2016, prepared by American Surveying & Mapping, Inc. of the land comprising the Real Estate (the “**Survey**”). At the Closing, Buyer, at its sole cost, may obtain an owner’s title insurance policy (the “**Title Policy**”) from Title Company with respect to the Real Estate pursuant to the Commitment (as same may be updated prior to the Closing Date). On or before the Closing Date, Seller shall execute and deliver to Buyer and the Title Company such Owner’s Affidavit and authorizing resolutions as shall be reasonably requested by Title Company or Buyer.

(b) On or prior the Closing, the Title Company shall be irrevocably committed to issue the Title Policy (together with such endorsements to such Title Policy as Buyer deems necessary in its sole discretion) insuring Buyer fee simple title to the Real Estate, showing no exceptions other than the Permitted Encumbrances together with such endorsements to such Title Policy as Buyer deems necessary in its reasonable discretion. Seller shall have executed and delivered the Title Company’s required form of Owner’s Affidavit so that the Title Company may issue an “extended coverage” Title Policy free of the Schedule B-2 pre-printed exceptions, except for matters shown on the Survey.

3.5 Additional Acts. From time to time after the Closing, each party shall execute and deliver such other instruments of conveyance and transfer, and take such other actions as another party hereto may reasonably request, to more effectively convey and transfer full right, title and interest to, vest in, and place each party, in legal and actual possession of, as applicable, any and all of the Assets.

¹⁰ Include only if there are assumed contracts at Closing.

4. REPRESENTATIONS AND WARRANTIES OF SELLER

To induce Buyer to execute and deliver this Agreement and to consummate the transactions contemplated herein, Seller represents and warrants to Buyer, the following, as of the date hereof (except in cases where the representation speaks to another date, in which case as of such date) and as of the Closing Date.

4.1 Capacity. Seller is a political subdivision of the State of North Carolina. Seller is not required to be qualified to transact business in any jurisdiction other than North Carolina. Seller is not the record or beneficial owner of any securities or membership interest issued by or sponsor of any other person.

4.2 Powers; Consents; Absence of Conflicts With Other Agreements. The execution, delivery and performance by Seller of this Agreement and all other agreements referenced in or ancillary hereto to be executed and delivered by Seller pursuant hereto and the consummation of the transactions contemplated herein and therein by Seller (a) are within the governmental powers of Seller, are not in contravention of the terms of its respective governing documents or any amendments thereto, and have been duly authorized by all appropriate governmental action, as applicable; (b) except as set forth on Schedule 4.2(b), do not require Seller to obtain any approval or consent of, or make any filing with, any governmental agency or authority bearing on the validity of this Agreement which is required by Legal Requirements; (c) will not (i) except as set forth on Schedule 4.2(c)(i), conflict with nor result in any breach or contravention of any agreement, lease or instrument to which Seller is a party or by which Seller or the Assets are bound, (ii) permit the acceleration of the maturity of the Assumed Liabilities, or (iii) result in the creation of any Encumbrance affecting any of the Assets (other than the Permitted Encumbrances); (d) do not violate any Legal Requirements to which Seller or the Assets are subject; and (e) do not violate any judgment of any court or governmental authority to which Seller or the Assets are subject.

4.3 Binding Agreement. This Agreement and all agreements to be executed and delivered by Seller pursuant hereto have been (or will be when executed and delivered) duly and properly authorized and executed by Seller. This Agreement has been duly and validly executed and delivered by Seller and, assuming due execution and valid delivery by Buyer, this Agreement and the other documents to be executed and delivered by Seller hereunder (when executed and delivered) constitute or will constitute the valid and legally binding obligations of Seller, enforceable against Seller in accordance with the respective terms hereof or thereof, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights and debtors' relief generally and except as enforceability may be subject to general principles of equity.

4.4 Real Property. The Real Estate constitutes all of the real property currently leased by Seller to Buyer pursuant to the Lease. Except for the Permitted Encumbrances, there exists no mortgage, lien, restriction, agreement, claim, easement, encroachment, right of way, building use restriction, exception, variance, reservation, pledge, security interest, conditional sales agreement, right of first refusal, option, obligation, liability, charge or limitation of any nature (collectively, the "**Encumbrances**") affecting the Real Estate. At the Closing, Seller will transfer and convey to Buyer good and marketable fee simple title in and to the Real Estate, free and clear of any Encumbrance, except: (i) current liens for taxes not yet due and payable; (ii) Encumbrances created by Buyer (as tenant) after the Commencement Date of the Lease; and (iii) those Encumbrances described in Schedule 5.1 to the Lease (the foregoing items (i) through (iii) being referred to herein as the "**Permitted Encumbrances**").

4.5 Personal Property. Seller has good and valid title to and ownership of all personal property, whether tangible or intangible, making up all or any portion of the Assets[, **except for personal**

property leased by Seller, for which Seller has good and valid leasehold interests]. None of the Assets that constitute personal property owned by Seller are subject to any Encumbrance, other than the Permitted Encumbrances. At the Closing, Seller will convey to Buyer good and valid title to the Assets that constitute personal property, whether tangible or intangible, free and clear of any Encumbrance, other than the Permitted Encumbrances. **[At the Closing, Seller will convey to Buyer good and valid leasehold interests in the Assets that constitute personal property, whether tangible or intangible, that are subject to a lease which is an Assumed Contract, free and clear of any Encumbrance, other than the Permitted Encumbrances.]**

4.6 Litigation or Proceedings. There are no claims, actions, suits, proceedings or investigations pending or, to Seller's knowledge, threatened against or adversely affecting Seller, FMC or the Assets, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherever located. No member of Seller is now, or has been within the preceding six (6) years, a party to any injunction, order, or decree restricting the method of the conduct of the business at or the marketing of FMC or its services.

4.7 Regulatory Compliance.

(a) Except as set forth on Schedule 4.7(a), Seller has been and is presently in compliance with all Legal Requirements applicable to the ownership of the Assets. No member of Seller nor, to Seller's knowledge, any shareholder, director, officer, employee, or agent of Seller (i) has offered, paid, solicited, or received any remuneration to or from any person in exchange for business or payments from such person with respect to FMC or the Assets in violation of Legal Requirements, (ii) has made or agreed to make any payments for any goods, services, or property in excess of fair market value except to the extent permitted by Legal Requirements, or (iii) is a party to any contract, lease, or other arrangement related to Seller, FMC, or the Assets with any physician, healthcare facility, or other person in a position to make or influence referrals to or generate business for Seller or FMC except in compliance with Legal Requirements. Seller has no contracts with physicians, healthcare facilities, and other persons or entities in a position to make or influence referrals to or generate business for FMC.

(b) Neither Seller nor any of its respective officers, directors, agents, or employees, has been convicted of, charged with or, to Seller's knowledge, investigated for, or has engaged in conduct that would constitute, a Medicare or other Federal Health Care Program (as defined in 42 U.S.C. § 1320a-7(b)(f)) related offense, or convicted of, charged with or, to Seller's knowledge, investigated for, or engaged in conduct that would constitute, a violation of any Legal Requirements related to fraud, theft, embezzlement, breach of fiduciary duty, kickbacks, bribes, other financial misconduct, obstruction of an investigation or controlled substances. No member of Seller nor, to Seller's knowledge, any officer, director, agent, employee, or independent contractor of Seller or FMC (whether an individual or entity), has been excluded from participating in any Medicare, Medicaid or any other federal or state healthcare programs or in any federal or state procurement or non-procurement programs, subject to sanction pursuant to 42 U.S.C. § 1320a-7a or § 1320a-8 or convicted of a crime described at 42 U.S.C. § 1320a-7b, nor, to Seller's knowledge, is any such exclusion, sanction or charge threatened or pending.

4.8 Finders. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Seller directly with Buyer without the intervention of any person on behalf of Seller in such manner as to give rise to any valid claim by any such person against Seller or Buyer for a finder's fee, brokerage commission or similar payment.

4.9 Compliance with Public Hospital Transfer Statute. Seller has complied with the process set forth in N.C. Gen. Stat. § 131E-13 for the lease of the Assets to Buyer pursuant to the Lease and for the subsequent conveyance of the Assets to Buyer as contemplated by this Agreement. Seller's compliance with the process set forth in N.C. Gen. Stat. § 131E-13 and resulting approval in all respects of the transactions contemplated by the Lease and this Agreement was sufficient to convey all of Seller's interest in the Assets to Buyer.

4.10 Restricted Funds. None of the Assets are subject to any liability to which Buyer may become obligated in respect of amounts received by Seller for the purchase or improvement of the Assets, FMC, or any part thereof under restricted or conditioned grants or donations, including monies received pursuant to the Hill-Burton Act, 42 U.S.C. § 291 et seq., or other Legal Requirements relating to healthcare facilities that remain unpaid or which impose any restrictions on FMC or the Assets.

[Parties to add representation re: validity and enforceability of Assumed Contracts to the extent applicable]

5. REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Seller to execute and deliver this Agreement and to consummate the transactions contemplated herein, Buyer represents and warrants to Seller the following, as of the date hereof (except in cases where the representation speaks to another date, in which case as to such date) and as of the Closing Date.

5.1 Limited Liability Company Capacity. Buyer is a limited liability company organized and validly existing and in good standing under the laws of the State of Delaware. Except as set forth on Schedule 5.1, Buyer is not the record or beneficial owner of any securities or membership interests issued by or sponsor of any other person.

5.2 Powers; Consents; Absence of Conflicts With Other Agreements. The execution, delivery and performance by Buyer of this Agreement and all other agreements referenced in or ancillary hereto to be executed and delivered by Buyer pursuant hereto and the consummation of the transactions contemplated herein and therein by Buyer (a) are within the limited liability company powers of Buyer, are not in contravention of the terms of its respective Certificate of Formation, Limited Liability Company Agreement, or any amendments thereto, and have been duly authorized by all appropriate limited liability company action; (b) except as set forth on Schedule 5.2(b), do not require Buyer to obtain any approval or consent of, or make any filing with, any governmental agency or authority bearing on the validity of this Agreement which is required by Legal Requirements; (c) will not conflict with nor result in any breach or contravention of any agreement, lease or instrument to which Buyer is a party or by which Buyer is bound; (d) do not violate any Legal Requirements to which Buyer may be subject; and (e) do not violate any judgment of any court or governmental authority to which Buyer may be subject.

5.3 Binding Agreement. This Agreement and all agreements to be executed and delivered by Buyer pursuant hereto have been (or will be when executed and delivered) duly and properly authorized and executed by Buyer. This Agreement has been duly and validly executed and delivered by Buyer and, assuming due execution and valid delivery by Seller, this Agreement and the other documents to be executed and delivered by Buyer hereunder (when executed and delivered) constitute or will constitute the valid and legally binding obligations of Buyer, enforceable against Buyer in accordance with the respective terms hereof or thereof, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights and debtors' relief generally and except as enforceability may be subject to general principles of equity.

5.4 Finders. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Buyer directly with Seller without the intervention of any person on behalf of Buyer in such manner as to give rise to any valid claim by any such person against Seller or Buyer for a finder's fee, brokerage commission or similar payment.

6. ADDITIONAL AGREEMENTS

6.1 Misdirected Payments. Seller and Buyer covenant and agree to hold in trust and remit, within thirty (30) days of receipt, to the other any payments received that are on or in respect of accounts or notes receivable owned by (or are otherwise payable to) the other.

6.2 Indigent Care. Consistent with the ED and the Behavioral Unit being operated as departments of MPMC, Buyer will implement the standard financial assistance policy utilized by MPMC, subject to any changes necessary to comply with Legal Requirements (including N.C. Gen. Stat. § 131E-13) and the implications of healthcare reform legislation and reimbursement changes.

6.3 MPMC Board of Trustees. For so long as Buyer owns and operates FMC as contemplated by this Agreement, the Franklin County Board of Commissioners shall have the right to one seat as a Member of the MPMC Board of Trustees, subject to standard policies and procedures of the MPMC Board of Trustees (including policies with respect to term limits and other member requirements). In order to determine the individual who will fill such seat, whether as the original Board Member or any replacement for such Board Member, the Franklin County Board of Commissioners shall, after consultation with Buyer, nominate four mutually agreeable candidates from which MPMC shall appoint one (1) nominee to serve on the MPMC Board of Trustees.

6.4 Continuation of Services. Buyer will continue to provide, in all material respects, the healthcare services and programs provided by the ED as contemplated by Section 1.4.

6.5 Non-Competition.

(a) For a period commencing on the Closing Date and ending five (5) years following the Closing Date, neither Seller nor its affiliates shall, whether directly or indirectly, without the prior written consent of Buyer, which consent may be withheld or granted in the sole discretion of Buyer, develop, acquire, lease or own, or be a member, equity owner or a shareholder of or otherwise exercise management control over, finance, operate, or provide financial or management services to any facility or business that competes with the services provided by the ED and the Behavioral Unit or provides any magnetic resonance imaging (“MRI”) services within Franklin County, North Carolina (the “**Restricted Area**”). Notwithstanding the foregoing, this Section 6.5 shall not prohibit Seller or its affiliates from providing in the Restricted Area the following health related services already provided by Landlord as of the Effective Date: (i) county health programs and (ii) home health services.

(b) The covenants and agreements set forth in this Section 6.5 and the territorial, time and other limitations with respect thereto, are reasonable and necessary for the protection of the legitimate business interests of Buyer and are no greater than required for reasonable protection of Buyer and its ability to maintain the benefit of the goodwill included (directly or indirectly) through the ownership and operation of the Assets and FMC. Seller agrees and acknowledges that the violation of the covenants and agreements in this Section 6.5 would cause irreparable injury to Buyer and that the remedy at law for any violation or threatened violation thereof might not be adequate and that, in addition to whatever other remedies may be available at law or in equity, Buyer shall be entitled to temporary and permanent injunctive or other equitable relief, without being required to post a bond.

7. INDEMNIFICATION AND REMEDIES

7.1 Indemnification by Seller. Subject to and to the extent provided in this Article 7, Seller shall indemnify and hold harmless Buyer, its affiliates and their respective members, shareholders, partners, directors, officers, employees, agents and affiliates (each, a “**Buyer Indemnified Party**,” collectively, the “**Buyer Indemnified Parties**”) from, against and for any damages, claims, costs, losses, liabilities, expenses or obligations (including reasonable attorneys’ fees and associated expenses) whether or not involving a third-party claim (each, a “**Loss**,” and collectively, “**Losses**”) incurred or suffered by a Buyer Indemnified Party as a result of or arising from: (a) any breach of or inaccuracy in any representation or warranty made by Seller in this Agreement; (b) any breach of any covenant, obligation or agreement made by Seller in this Agreement; (c) the Excluded Liabilities and the Excluded Assets; (d) Seller’s acts or omissions or ownership of the Assets and FMC prior to the Effective Time; and (e) Landlord’s Environmental Obligations (as defined in the Lease).

7.2 Indemnification by Buyer. Subject to and to the extent provided in this Article 7, Buyer shall indemnify and hold harmless Seller and its members, directors, officers, employees, agents and affiliates (each, a “**Seller Indemnified Party**” and, together with the Buyer Indemnified Parties, the “**Indemnified Parties**”) from, against and for any Losses incurred or suffered by a Seller Indemnified Party as a result of or arising from: (a) any breach of or inaccuracy in any representation or warranty made by Buyer in this Agreement; (b) any breach of a covenant, obligation or agreement made by Buyer in this Agreement; (c) Buyer’s acts or omissions in connection with Buyer’s operation of FMC during the period from the Commencement Date (as defined in the Lease) to the Effective Time; **[and (d) the Assumed Liabilities]**.

7.3 Reliance. The parties expressly agree and acknowledge that each is relying upon the representations and warranties of the other party made in this Agreement and that each party would not be willing to enter into this Agreement if any limitations were placed on such reliance. The right to indemnification, reimbursement or other remedy based upon the representations, warranties, covenants and obligations of each party in this Agreement shall not be affected by any investigation conducted with respect to, or any information or knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with any such representation, warranty, covenant or obligation. The waiver of any condition based upon the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, reimbursement or other remedy based upon such representations, warranties, covenants and obligations.

7.4 Survival. The covenants and agreements of the parties set forth herein shall continue to be fully effective and enforceable following the Closing. The representations and warranties of Seller and Buyer shall continue to be fully effective and enforceable following the Closing for twenty-four (24) months and shall thereafter be of no further force and effect; *provided, however*, that if there is an outstanding Claims Notice at the end of such twenty-four (24) month period, such applicable period shall not end in respect of such claim until such claim is resolved. Notwithstanding any statement or provision contained in this Agreement to the contrary, (a) the representations and warranties contained in Section 4.4 (Real Property), Section 4.5 (Personal Property), Section 4.6 (Litigation or Proceedings), Section 4.7 (Regulatory Compliance), and Section 4.8 (Finders) of this Agreement shall continue to be fully effective and enforceable following the Closing Date for sixty (60) days following the expiration of the applicable statute of limitations and shall thereafter be of no further force and effect; *provided, however*, that if there is an outstanding notice of a claim at the end of such period in compliance with the terms of this Agreement, such applicable period shall not end in respect of such claim until such claim is resolved; *provided, further*, that if there is no applicable statute of limitations, such representation and

warranty shall continue to be fully effective and enforceable following the Closing Date for six (6) years; and (b) the representations and warranties contained in Section 4.1 (Capacity), Section 4.2 (Powers; Consents; Absence of Conflicts with Other Agreements), Section 4.3 (Binding Agreement), Section 5.1 (Limited Liability Company Capacity), Section 5.2 (Powers; Consents; Absence of Conflicts with Other Agreements), and Section 5.3 (Binding Agreement) shall survive indefinitely. Additionally, any obligations of Seller, as landlord, under Section 14.6 of the Lease with respect to environmental conditions or hazardous substances shall expressly survive the Closing under this Agreement and the termination of the Lease and shall continue to be fully effective and enforceable following the Closing.

8. GENERAL

8.1 Consented Assignment. Notwithstanding anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any claim, right, contract, license, lease, commitment, sales order or purchase order if an attempted assignment thereof without the consent of another party thereto would constitute a breach thereof or in any material way affect the rights of the assigning party thereunder. If such consent is not obtained, or if an attempted assignment would be ineffective or would materially affect Seller's rights thereunder so that Buyer would not in fact receive all such rights, Seller shall upon the request of Buyer cooperate in any reasonable arrangement designed to transfer to Buyer the benefits and burdens under any such claim, right, contract, license, lease, commitment, sales order or purchase order.

8.2 Governing Law; Venue.

(a) This Agreement and the parties' respective rights hereunder shall be governed by the laws of the State of North Carolina, without giving effect to any conflicts of laws principles that would obtain a different result.

(b) Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Agreement may be brought against any of the parties in the state and federal courts located in Franklin County, North Carolina, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. Notwithstanding the foregoing, the parties agree that (i) any such action or proceeding is and shall be deemed to be an action that is a "mandatory complex business case" as set forth in North Carolina General Statute Section 7A-45.4(a)(1); and (ii) in the event of any such action or proceeding, each party hereby consents to and agrees to take such steps as shall be reasonably necessary to designate any proceeding instituted hereunder as part of a "complex business case" and to cause such proceeding to be heard by a Special Superior Court Judge for Complex Business Cases.

8.3 Assignment. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties; provided, that, Buyer may assign any or all of its rights or interests, or delegate any or all of its obligations, in this Agreement to any Affiliate of Buyer or to any successor to Buyer or any Affiliate of Buyer, as applicable, or any acquirer of all or substantially all of the business or assets of Buyer or any Affiliate of Buyer, as applicable. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

8.4 Accounting Date. The transactions contemplated hereby shall be effective for accounting, payment and business purposes as of the Effective Time.

8.5 Costs of Transaction. Whether or not the transactions contemplated hereby shall be consummated and except as otherwise provided herein, the parties agree as follows: (a) Seller shall pay the fees, expenses and disbursements of Seller and its agents, advisors, attorneys, accountants and other representatives incurred in connection with the subject matter hereof and any amendments hereto; (b) Buyer shall pay its respective fees, expenses and disbursements and those of its agents, advisors, attorneys, accountants and other representatives incurred in connection with the subject matter hereof and any amendments hereto; (c) Buyer shall pay for the cost of its due diligence review (which may include structural and environmental surveys and reports); and (d) the cost of the Title Policy, the Survey, and recording Taxes or fees necessary to record Buyer's interest in the Real Estate, together with the cost of all transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement shall be borne by Buyer.

8.6 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by Legal Requirements, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one (1) party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one (1) party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

8.7 Notice. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including telecopy, facsimile and telex) or overnight courier, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

Seller: Franklin County, North Carolina
113 Market Street
Louisburg, North Carolina 27549
Attention: Franklin County Manager

with a copy (which shall not constitute notice) to: Wyrick Robbins Yates & Ponton, LLP
4101 Lake Boone Trail, Suite 300
Raleigh, North Carolina 27607
Attention: Frank Kirschbaum, Esq.

Buyer: DLP Maria Parham Medical Center, LLC
c/o LifePoint Health
330 Seven Springs Way
Brentwood, Tennessee 37027
Attention: President

with a copy (which shall not constitute notice) to: LifePoint Health

330 Seven Springs Way
Brentwood, Tennessee 37027
Fax No.: 615-920-8948
Attention: General Counsel

Duke Quality Network, Inc.
c/o Duke University Health System, Inc.
3100 Tower Blvd., Suite 1310, Box 80
Durham, North Carolina 27707
Fax No.: 919-493-9159
Attention: Paul Lindia

Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219
Fax No.: 615-244-6804
Attention: David R. Clay, Esq.

Duke University Health System, Inc.
Office of Counsel
310 Blackwell Street, 4th Floor
Durham, North Carolina 27701
Fax No.: 919-684-8725
Attention: Christy Gudaitis, Esq.

or to such other address, and to the attention of such other person or officer as any party may designate by giving at least thirty (30) days' notice to the other parties.

8.8 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect and, enforceable in accordance with its terms.

8.9 Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.

8.10 Divisions and Headings. The division of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

8.11 No Third-Party Beneficiaries. Nothing expressed or referred to in this Agreement will be construed to give any person other than the Indemnified Parties and the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Agreement.

8.12 No Inferences. Inasmuch as this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, any party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such party.

8.13 Tax and Medicare Advice and Reliance. Except as expressly provided in this Agreement, none of the parties (nor any of the parties' respective counsel, accountants or other representatives) has made or is making any representations to any other party (or to any other party's counsel, accountants or other representatives) concerning the consequences of the transactions contemplated hereby under applicable Tax laws or under the laws governing the Medicare program. Each party has relied solely upon the Tax and Medicare advice of its own employees or of representatives engaged by such party and not on any such advice provided by any other party.

8.14 Entire Agreement; Amendment. This Agreement, together with the Confidentiality Agreement, supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter (including any memorandum of understanding among Seller and Buyer) and constitutes (along with the Schedules and Exhibits attached hereto and other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement among the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

8.15 Enforcement Expenses. In the event any party elects to incur legal expenses to enforce, defend or interpret any provision of this Agreement, as between it and any other party, the prevailing party shall be entitled to recover from the other party such legal expenses, including reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such party may be entitled.

8.16 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

8.17 Disclosure Schedules. The information in the Schedules attached hereto constitute (i) exceptions to particular representations, warranties, covenants and obligations of Seller as set forth in this Agreement, or (ii) descriptions or lists of assets and liabilities and other items referred to in this Agreement. If there is any inconsistency between the statements in this Agreement and those in the Schedules (other than an exception expressly set forth on the Schedules with respect to a specifically identified representation or warranty), the statements in this Agreement will control. The statements in the Schedules refer only to the provisions in the Section of this Agreement to which they expressly relate and not to any other provision in this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in by their authorized officers, all as of the date and year first above written.

SELLER:

COUNTY OF FRANKLIN, NORTH CAROLINA,
a political subdivision of the State of North Carolina

By: _____

Name: _____

Title: _____

BUYER:

DLP MARIA PARHAM MEDICAL CENTER, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT 3.2(b)

**FORM OF
GENERAL BILL OF SALE AND ASSIGNMENT AGREEMENT**

This **GENERAL BILL OF SALE AND ASSIGNMENT AGREEMENT** (this “**Agreement**”), effective as of [_____, 20__], is by and between the County of Franklin, North Carolina, a political subdivision of the State of North Carolina (“**Seller**”), and DLP Maria Parham Medical Center, LLC, a Delaware limited liability company (“**Buyer**”).

WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of [_____, 20__], as amended (the “**Asset Purchase Agreement**”), pursuant to which Seller agreed to sell, transfer, convey and deliver to Buyer all of Seller’s right, title and interest in and to the Assets owned or leased by Seller; [**Buyer agreed to assume certain Assumed Liabilities of Seller**]; and Buyer agreed to pay to Seller the Purchase Price and provide other consideration to Seller as described therein.

NOW, THEREFORE, for and in consideration of the premises, agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement.

2. **Assignment.** Seller does hereby irrevocably and unconditionally sell, assign, transfer, convey and deliver to Buyer, its successors and assigns forever, all of Seller’s right, title and interest in and to the Assets [**other than the Assumed Contracts**], free and clear of any Encumbrances [**other than the Assumed Liabilities**] to have and to hold the same and each and all thereof unto Buyer, its successors and assigns forever, to its and their own use and benefit forever.

3. **Further Assurances.** The parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, deeds, assignments, instruments or other documents as may reasonably be required to effect the intent and purposes of this Agreement and the transactions contemplated hereby and/or by the Asset Purchase Agreement.

4. **Remedies.** The parties’ respective remedies with respect to any claim arising from a breach of this Agreement shall be as set forth in the Asset Purchase Agreement.

5. **Amendment and Modification; Waiver.** This Agreement may be amended, modified and supplemented only by a written instrument authorized and executed by Seller and Buyer. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

6. **No Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Agreement or any term, covenant or condition hereof.

7. Governing Law and Venue.

(a) This Agreement and the parties' respective rights hereunder shall be governed by the laws of the State of North Carolina, without giving effect to any conflicts of laws principles that would obtain a different result.

(b) Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Agreement may be brought against any of the parties in the state and federal courts located in Franklin County, North Carolina, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. Notwithstanding the foregoing, the parties agree that (i) any such action or proceeding is and shall be deemed to be an action that is a "mandatory complex business case" as set forth in North Carolina General Statute Section 7A-45.4(a)(1); and (ii) in the event of any such action or proceeding, each party hereby consents to and agrees to take such steps as shall be reasonably necessary to designate any proceeding instituted hereunder as part of a "complex business case" and to cause such proceeding to be heard by a Special Superior Court Judge for Complex Business Cases.

8. Inconsistencies with the Asset Purchase Agreement. Notwithstanding anything to the contrary contained herein, the terms of this Agreement are subject to the terms, provisions, conditions and limitations set forth in the Asset Purchase Agreement, and this Agreement is not intended to alter the obligations of the parties to the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Agreement and the terms of the Asset Purchase Agreement, the parties hereto agree that the terms of the Asset Purchase Agreement shall control.

9. Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

10. Divisions and Headings. The division of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

11. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Bill of Sale for all purposes.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

SELLER GROUP:

COUNTY OF FRANKLIN, NORTH CAROLINA,
a political subdivision of the State of North Carolina

By: _____
Name: _____
Title: _____

BUYER:

DLP MARIA PARHAM MEDICAL CENTER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

LEASE AGREEMENT

BY AND BETWEEN

COUNTY OF FRANKLIN, NORTH CAROLINA,
a political subdivision of the State of North Carolina
(“LANDLORD”)

AND

DLP MARIA PARHAM MEDICAL CENTER, LLC,
a Delaware limited liability company
(“TENANT”)

DATED AS OF _____, 2017

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made as of the ____ day of _____, 2017 (the "Execution Date"), by and between COUNTY OF FRANKLIN, NORTH CAROLINA, a political subdivision of the State of North Carolina ("Landlord"), whose address is 113 Market Street, Louisburg, North Carolina 27549, and DLP MARIA PARHAM MEDICAL CENTER, LLC, a Delaware limited liability company ("Tenant"), whose address is c/o LifePoint Health, 330 Seven Springs Way, Brentwood, Tennessee 37027.

WITNESSETH:

1. Lease of Premises and Equipment. In consideration of the covenants herein stipulated to be performed by Tenant upon the terms and conditions herein specified, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the property commonly known as Franklin Medical Center ("FMC") consisting of: (i) the parcel(s) of land located in Franklin County, North Carolina, as described on Schedule 1(a) attached hereto and made a part hereof for all purposes (the "Land"); (ii) all buildings, structures, "Fixtures" (as hereinafter defined) and other improvements of every kind including, but not limited to, alleyways and connecting tunnels, sidewalks, utility pipes, conduits and lines (on-site and off-site), parking areas and roadways appurtenant to such buildings and structures presently situated upon the Land (collectively, the "Improvements"); (iii) all easements, rights and appurtenances relating to the Land and the Improvements (collectively, the "Appurtenant Rights"); (iv) all equipment, machinery, fixtures, and other items of property, including all components thereof, now and hereafter permanently affixed to or incorporated into the Improvements, all of which to the greatest extent permitted by law, are hereby deemed by the parties hereto to constitute real estate, together with all replacements, modifications, alterations and additions thereto (collectively the "Fixtures"), including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment; and (v) all equipment, other than the Fixtures, the Excluded Equipment (herein defined), the Third-Party Owned Equipment (as defined in Section 5.4), and Tenant's Personal Property (as defined in Section 7.1), furnishings, furniture, trade fixtures and other personal property previously used in connection with the business of FMC and described on Schedule 1(b) (collectively the "Equipment"). The Land, the Improvements, the Appurtenant Rights and the Fixtures are hereinafter referred to collectively as the "Premises." Landlord and Tenant agree that the following shall not be deemed a part of the Equipment or the Premises: (a) the equipment, furnishings and personal property described on Schedule 1(c) (the "Excluded Equipment"), (b) the Third-Party Owned Equipment, and (c) Tenant's Personal Property.

2. Term; Termination.

2.1 Term. Unless this Lease is otherwise terminated as hereinafter provided, the Premises and the Equipment are leased for an initial term of two (2) years, commencing on October 1, 2017 (the "Commencement Date") and ending on September 30, 2019 (the "Initial Term"). Tenant shall have the option to extend the Initial Term for four (4) additional periods of

two (2) years each (each an “Extended Term,” and together with the Initial Term, the “Term”) by providing written notice to Landlord at least 90 days prior to the expiration of the Initial Term or an Extended Term.

2.2 Termination by Tenant. Tenant shall have the right to terminate this Lease by giving 30-days prior written notice to Landlord if:

(a) Tenant has not obtained all Required Permits (as hereinafter defined) after using commercially reasonable efforts to obtain such permits (i) (A) with respect to the ED (as hereinafter defined), prior to the first anniversary of the Commencement Date or (B) with respect to the Behavioral Unit (as hereinafter defined), within 18 months following the Commencement Date, or (ii) if, at any time during the Term, Tenant is denied any Required Permit or Tenant determines in its reasonable discretion that it will not be able to obtain a Required Permit;

(b) Tenant reasonably determines that Tenant will be required to spend more than \$4,200,000 for Re-Opening Start Up Costs (as defined in Section 4.8(b) below) (including abatement of any asbestos present in the Improvements or other significant capital expenditures that Tenant reasonably deems necessary, but excluding Landlord’s Environmental Obligations (as defined in Section 14.6); or

(c) On or prior to the Commencement Date, Tenant has not entered into a contract with the North Carolina Department of Health and Human Services with respect to the award of Dorothea Dix Hospital Property Funds to Tenant in an amount of at least \$10,103,500.

2.3 Effect of Termination or Expiration. Notwithstanding Tenant’s right to terminate this Lease pursuant to Section 2.2, beginning on the Execution Date and continuing until the earlier of the termination of this Lease or expiration of the Term, Tenant shall perform its obligations under this Lease. Upon the expiration of the Term or earlier termination of this Lease as provided herein, including pursuant to Section 2.2 above, Landlord and Tenant shall be released of their obligations under this Lease (except for any obligations that expressly survive the termination of this Lease).

3. Rent. In consideration of the covenants made by Tenant, including Tenant’s capital investments contemplated hereunder which equal or exceed the fair rental value of the Premises and the Equipment, and the obligations assumed by Tenant under this Lease, Landlord shall not require Tenant to pay additional monetary compensation for rent with respect to the Premises and the Equipment leased by Landlord to Tenant during the Term.

4. Covenants of Tenant and Landlord.

4.1 Maintenance and Repair.

(a) During the Term, except for Landlord’s Environmental Obligations to be completed by Landlord at its sole cost, Tenant, at its own expense, will maintain all parts of the Improvements in at least as good condition as they are in on the Commencement Date, with the exception of Improvements made after the Commencement Date which shall be maintained

in good condition, in each case except for ordinary wear, tear, depreciation and obsolescence and damage by fire or other casualty.

(b) All of the Equipment shall be maintained by Tenant in such repair and condition as similar equipment is maintained by Tenant in other facilities in North Carolina where such equipment is used in a manner similar to Tenant's intended use of the Premises, but Tenant shall not be required to maintain any of the Equipment in any better condition than it is in on the Commencement Date, with the exception of Equipment that is replaced in compliance with this Agreement, which Equipment shall be maintained in good condition (normal wear and tear excepted). If Tenant determines that any item of Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary for Tenant's purposes at such time, Tenant may dispose of the same in accordance with the provisions of Section 7.2. If Tenant elects to replace any damaged or deteriorated Equipment instead of repairing the same, such replacement items of Equipment shall be deemed Tenant's Personal Property (as defined in Section 7.1).

4.2 Taxes and Utilities.

(a) Tenant shall pay, prior to delinquency: all taxes, assessments, levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which during the Term hereof, (i) are imposed or levied upon or assessed against the Premises and the Equipment, or (ii) arise out of the operation, possession or use of the Premises. Tenant shall not be required to pay any franchise, estate, inheritance, transfer, income or similar tax of Landlord unless such tax is imposed, levied or assessed in substitution for any other tax, assessment, charge or levy which Tenant is required to pay pursuant to this Section 4.2. Tenant will furnish to Landlord, promptly after demand therefor, proof of payment of all items referred to above which are payable by Tenant. If any such assessment may legally be paid in installments, Tenant may pay such assessment in installments; in such event, Tenant shall be liable only for installments which become due and payable during the Term. If any such assessment is for a period of time commencing before or extending beyond the Term, Tenant shall be liable only for the prorated portion of such assessment as is applicable to the Term. This Lease is an ABSOLUTE NET LEASE with all taxes, insurance, utilities, maintenance, repair and other expenses associated with the occupancy, use and operation of the Premises and the Equipment to be paid by Tenant.

(b) Notwithstanding anything in this Lease to the contrary, Landlord represents and warrants that during the Term the Premises and any improvements thereon will be exempt from real property taxes or similar assessments, and Tenant shall not under any circumstances be obligated to pay any real estate taxes, leasehold interest taxes or similar assessments with respect to its lease, use and occupancy of the Premises and any improvements thereon.

4.3 Compliance With Laws.

(a) Subject to Landlord completing Landlord's Environmental Obligations, Tenant shall operate and use the Premises and the Equipment in material compliance with applicable laws, ordinances and regulations, and other governmental rules,

orders and determinations now or hereafter enacted, made or issued, whether or not presently contemplated (collectively “Legal Requirements”), applicable to the Premises or the use thereof. Tenant shall maintain all required licenses and permits necessary for the operation of Tenant’s business in the Premises.

(b) The Legal Requirements shall expressly include N.C. Gen. Stat. § 131E-13, as may be amended from time to time. As of the date of this Lease, the conditions to N.C. Gen. Stat. § 131E-13 currently provide that:

(i) Tenant shall continue to provide the same or similar clinical hospital services to its patients in medical-surgery, obstetrics, pediatrics, outpatient and emergency treatment, including emergency services for the indigent, that FMC provided prior to the Lease. These services may be terminated only as prescribed by Certificate of Need Law prescribed in Article 9 of Chapter 131E of the General Statutes, or, if Certificate of Need Law is inapplicable, by review procedure designed to guarantee public participation pursuant to rules adopted by the Secretary of the Department of Health and Human Services. Landlord acknowledges and confirms that, prior to the date of this Lease, FMC was not operational and it provided no services.

(ii) Tenant shall ensure that indigent care is available to the population of the municipality or area served by Landlord at levels related to need, as previously demonstrated and determined mutually by Landlord and Tenant.

(iii) Tenant shall not enact financial admission policies that have the effect of denying essential medical services or treatment solely because of a patient's immediate inability to pay for the services or treatment.

(iv) Tenant shall ensure that admission to and services of the facility are available to beneficiaries of governmental reimbursement programs (Medicaid/Medicare) without discrimination or preference because they are beneficiaries of those programs.

(v) To the extent applicable, Tenant shall prepare an annual report that shows compliance with the requirements of this Lease.

(vi) Tenant agrees that if it fails to substantially comply with the conditions listed in (i) through (v) above, or if it fails to operate FMC as a community general hospital open to the general public and free of discrimination based on race, creed, color, sex, or national origin unless relieved of this responsibility by operation of law, or if Tenant dissolves without a successor corporation to carry out the terms and conditions of this Lease, all ownership or other rights in FMC, including the building, land and equipment associated with it, shall revert to Landlord; provided that any building, land, or equipment associated with FMC that Tenant has constructed or acquired since the lease and/or sale may revert only upon payment to Tenant of a sum equal to the cost less depreciation of the building, land, or equipment. Notwithstanding the foregoing, no such payment shall be made to Tenant by Landlord for any building, land, or equipment with respect to amounts funded by use of federal, state or local programs or grant funds received within eight (8) years from the Commencement Date.

(c) Landlord acknowledges and agrees to the following: (i) Landlord is in compliance with N.C. Gen. Stat. § 131E-13 as it pertains to the process for consummating the transactions contemplated by this Lease, including any subsequent purchase of the Premises and the Equipment by Tenant, (ii) N.C. Gen. Stat. § 131E-13 is intended to protect Landlord from a diminution of services to the detriment of the residents of Franklin County, (iii) as of the execution date of this Lease, no services are being provided at the Premises or by FMC elsewhere, (iv) so long as Tenant re-opens and is operating at the Premises an emergency department for the provision of emergency medical services, including CT, x-ray and ultrasound services (the “ED”), and Tenant provides the financial assistance described in Section 4.9 below, then (A) the Premises and Equipment will be leased and operated in such a manner as to comply with the requirements of N.C. Gen. Stat. § 131E-13, (B) Landlord will be receiving the protection afforded by N.C. Gen. Stat. § 131E-13, and (C) Landlord shall not seek and shall not avail itself of any potential rights to a reversion of the Premises and Equipment.

4.4 Insurance.

(a) Throughout the Term, Tenant will maintain insurance on the Premises of the following character:

(i) Insurance against loss by fire, flood, lightning, vandalism, malicious mischief and other risks which at the time are included under “extended coverage” endorsements with respect to the Premises, in an amount not less than 100% of the actual replacement value of the Improvements, exclusive of foundations, excavations, drives, underground utilities and all other land improvements. Tenant will maintain similar insurance coverage insuring the Equipment against loss by fire, flood, lightning, vandalism, malicious mischief and other risks which at the time are included under “extended coverage” endorsements” with respect to the Premises.

(ii) Commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises, in the amounts of \$3,000,000 for bodily injury or death in any one occurrence and \$1,000,000 for property damage.

(iii) Worker’s compensation insurance to the extent required by the law of the state in which the Premises are located and to the extent necessary to protect Landlord and the Premises against worker’s compensation claims.

(b) Such insurance shall be written by companies legally qualified to issue such insurance, and shall name Landlord and Tenant as insured parties as their interests may appear. Proof of such insurance in the form of insurance certificates, including but not limited to the terms, shall be provided to Landlord upon request. Notwithstanding the foregoing, Tenant shall have the right to self-insure for the insurance required in this Section, on the following terms and conditions: “self-insure” shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions thereof, and Tenant shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Lease. All amounts which Tenant pays or is required to pay, and all

loss or damages resulting from risks for which Tenant has elected to self-insure, shall be subject to any waiver of subrogation provisions of this Lease and shall not limit Tenant's indemnification obligations set forth in this Lease. Tenant's right to self-insure and to continue to self-insure is conditioned upon and subject to such self-insurance covering Tenant's insurance obligations under this Lease and being for the benefit of Tenant and Landlord as their respective interests may appear.

In the event Tenant fails to fulfill the foregoing requirements, then Tenant shall immediately lose the right to self-insure and shall be required to provide the insurance specified in this Section 4.4; provided, however, that Tenant's self-insurance shall continue to be in full force and effect until the insurance specified in this Section 4.4 is issued by a qualifying insurance company. In the event Tenant elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, Tenant shall: (x) undertake the defense of any such claim, including a defense of Landlord, at Tenant's sole cost and expense, and (y) use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Tenant to self-insure.

4.5 Surrender of Premises. Except with respect to Tenant's Personal Property or unless Tenant acquires ownership of the Premises and the Equipment pursuant to Section 27, upon the expiration of the Term or earlier termination of this Lease, Tenant shall surrender the Premises and the Equipment to Landlord in at least its condition as of the Commencement Date, with ordinary wear, tear, depreciation and obsolescence and damage by fire or other casualty excepted; provided, however, (a) if the Premises have been renovated or altered pursuant to Section 7.1, Tenant shall surrender such altered portions of the Premises at the expiration of the Term or earlier termination of this Lease in good condition (except for ordinary wear, tear, depreciation and obsolescence and damage by fire or other casualty) as of the effective date of such expiration or termination, and (b) if any item of the Equipment is replaced with equipment that is owned by the Landlord and leased to Tenant pursuant to this Lease, Tenant shall surrender such replaced items at the expiration of the Term or earlier termination of this Lease in good condition (normal wear and tear excepted) as of the effective date of such expiration or termination. Upon the expiration of the Term or earlier termination of this Lease, Landlord shall have the option to acquire from Tenant, at fair market value (excluding any value attributable to a certificate of need associated with an asset) as determined by a third party appraiser selected by Tenant in its sole discretion, any of Tenant's Personal Property that would, upon removal from the Premises by Tenant, jeopardize a certificate of need that was held by Landlord as of the Execution Date.

4.6 Use of Premises. During the Term, Tenant shall use the Premises in accordance with Section 4.8 herein. Tenant may also use all or any portion of the Premises for any other permitted use, subject to compliance with Section 4.8 and all applicable zoning laws.

4.7 Waiver of Subrogation. Landlord and Tenant on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property (including, but not limited to, the Premises) arising from fire, smoke damage, windstorm, hail, vandalism, theft, malicious mischief and any of the other perils normally insured against in an "all risk" of

physical loss policy, regardless of whether insurance against those perils is in effect with respect to such party's property and regardless of the negligence of either party. If either party so requests, the other party shall obtain from its insurer a written waiver of all rights of subrogation that it may have against the other party.

4.8 Re-Opening of ED and Behavioral Unit.

(a) Subject to Tenant obtaining all Required Permits (as defined in Section 4.12), completing necessary renovations contemplated by Section 4.8(b) below and reasonably confirming the appropriateness of the Premises for treatment of patients, Tenant will use commercially reasonable efforts to (i) (A) on or before the first (1st) anniversary of the Commencement Date, re-open in the Premises the ED and (B) on or before the date that is 18 months following the Commencement Date, re-open in the Premises a 13-bed geriatric behavioral health unit (the "Behavioral Unit"), and (ii) to operate the ED and the Behavioral Unit as a remote location and/or provider-based departments of Maria Parham Medical Center ("MPMC"), an acute care hospital located in Henderson, North Carolina that is owned by Tenant, not subject to payment reductions under Section 603 of the Bipartisan Budget Act of 2015 ("Section 603"). The date upon which the ED and the date upon which the Behavioral Unit are opened for the admission of patients shall each be referred to herein as a "Re-Opening Date." The parties acknowledge and agree the Re-Opening Date for the ED and the Re-Opening Date for the Behavioral Unit are not expected to be on the same date.

(b) Subject to Landlord's completion of Landlord's Environmental Obligations, Tenant shall be responsible to pay, at its sole cost, all capital expenditures necessary to re-open the ED and the Behavioral Unit ("Re-Opening Start Up Costs"); provided, however, Tenant shall not be obligated to spend more than \$4,200,000 for Re-Opening Start Up Costs, which shall include any lease payments made by Tenant with respect to the assumption of the Equipment Leases (as defined in Section 5.4).

(c) Subject to Tenant obtaining all Required Permits necessary to re-open the ED and the Behavioral Unit as departments of MPMC, Tenant covenants to continuously operate the ED and the Behavioral Unit commencing on each applicable Re-Opening Date and throughout the remainder of the Term.

4.9 Charity Care. Consistent with the ED and the Behavioral Unit being operated as departments of MPMC, Tenant will implement the standard financial assistance policy utilized by MPMC, subject to any changes necessary to comply with Legal Requirements (including N.C. Gen. Stat. § 131E-13) and the implications of healthcare reform legislation and reimbursement changes.

4.10 Facility Name. Subject to this Section 4.10 and compliance with applicable Legal Requirements, Tenant will in, its sole discretion, determine the naming and signage for the ED and the Behavioral Unit. Subject to the Tenant's contractual right to use the name "Duke", Tenant agrees to use the name "Duke LifePoint" in connection with its use of the Premises and the Equipment provided that such use is consistent with Tenant's contractual obligations regarding the right to use the name "Duke". Tenant will be permitted to also use the

name “Franklin Medical Center” or variations thereof in connection with its use of the Premises and the Equipment during the Term.

4.11 Non-Compete Covenant.

(a) During the Term, neither Landlord nor its Affiliates (as defined in Section 8) shall, within Franklin County, North Carolina (the “Restricted Area”), whether directly or indirectly, without the prior written consent of Tenant, which consent may be withheld or granted in the sole discretion of Tenant, develop, acquire, lease or own, or be a member, equity owner or a shareholder of or otherwise exercise management control over, finance, operate, or provide financial or management services to any facility or business that competes with the services provided by the ED and the Behavioral Unit or that provides any magnetic resonance imaging (“MRI”) services. Notwithstanding the foregoing, this Section 4.11(a) shall not prohibit Landlord or its Affiliates from: (i) transferring its rights in the Certificate of Need related to the transfer of one operating room from FMC to the Youngsville ASC (as defined below) pursuant to that certain Settlement Agreement, dated November 18, 2015 (the “Settlement Agreement”), by and between Landlord and Novant Health Inc. and Louisburg/Novant, LLC (the “ASC OR Transfer Obligation”), or (ii) providing in the Restricted Area the following health related services already provided by Landlord as of the Commencement Date: (A) county health programs and (B) home health services.

(b) The covenants and agreements set forth in this Section 4.11 and the territorial, time and other limitations provided in this Lease with respect thereto, are reasonable and necessary for the protection of the legitimate business interests of Tenant and are no greater than required for reasonable protection of Tenant and its ability to maintain the benefit of the goodwill included (directly or indirectly) through the lease and operation of the Premises and the Equipment. Landlord agrees and acknowledges that the violation of the covenants and agreements in this Section 4.11 would cause irreparable injury to Tenant and that the remedy at law for any violation or threatened violation thereof might not be adequate and that, in addition to whatever other remedies may be available at law or in equity, Tenant shall be entitled to temporary and permanent injunctive or other equitable relief, without being required to post a bond.

4.12 Required Permits.

(a) Schedule 4.12(a) sets forth a list of all licenses, registrations, permits, certifications, certificates of need, clearances, accreditations and authorizations, consents, and approvals currently held by Landlord with respect to FMC and the Premises (the “Permits”). All of the Permits are now and, if applicable, at the time of transfer to Tenant, shall be in good standing, in full force and effect and, to Landlord’s knowledge, not subject to meritorious challenge. Landlord is, and has been, in compliance in all material respects with the terms of the Permits, and Landlord has not received any written notice or communication from any governmental entity regarding any violation of any Permits. All applications required to have been filed by Landlord for the renewal of the Permits have been duly filed on a timely basis and all other filings required to have been made by Landlord with respect to the Permits have been duly made on a timely basis. Landlord represents that it does not hold any provider numbers or agreements for FMC or the Premises.

(b) Tenant's obligation to perform its covenants and obligations under this Lease is expressly subject to Tenant obtaining any and all licenses, registrations, permits, certifications, certificates of need (or exemptions therefrom), clearances, accreditations and other authorizations, consents and approvals that are necessary, based on Tenant's good faith determination, to open and operate the ED and the Behavioral Unit in the Premises as a remote location and/or provider-based departments of MPMC not subject to payment reductions under Section 603 (the "Required Permits"). Tenant shall make commercially reasonable efforts to obtain all Required Permits. Notwithstanding the foregoing, in the event Tenant files an application for a Required Permit and such application is denied, rejected, returned, or otherwise not processed by the applicable agency or organization, nothing in this Lease shall be construed as requiring Tenant to re-file, appeal or otherwise contest the denial of any such application.

(c) Landlord shall assist and cooperate with Tenant and its representatives and counsel in obtaining all the Required Permits. To the extent permitted by applicable law, upon Tenant's request, Landlord will assign and transfer to Tenant any Required Permits held by Landlord. Any Required Permits assigned from Landlord to Tenant shall not be included as part of the Premises or the Equipment that is subject to this Lease. Notwithstanding the foregoing, in the event that the Premises and/or any Equipment again come into the rightful possession of Landlord, and to the extent permitted by law, Tenant agrees reassign any Required Permits to Landlord.

(d) Landlord represents that it currently holds a certificate of need for 70 general acute care hospital beds, 13 psychiatric beds, an MRI, and four operating rooms, all of which are currently located at the Premises, and that it holds a valid hospital license from the North Carolina Department of Health and Human Services for FMC reflecting the same. Landlord and Tenant acknowledge that Tenant is obligated to transfer the certificate of need for one of the four operating rooms to Duke University Health System, Inc. or its designated Affiliate ("DUHS") in connection with DUHS' acquisition from Novant Health Inc. of the membership interest in Same Day Surgery Center Franklin, LLC, which holds the CON for development of an ambulatory surgery center in Youngsville, North Carolina (the "Youngsville ASC") pursuant to the ASC OR Transfer Obligation under the Settlement Agreement.

(e) Landlord represents and warrants that as of the date of this Lease (i) neither Landlord nor any of its officers, directors, employees or agents is excluded, debarred or otherwise ineligible to participate in Medicare, Medicaid or any other federal or state healthcare programs or in any federal or state procurement or non-procurement programs; and (ii) neither Landlord nor any of its officers, directors, employees or agents has been convicted of a criminal offense related to the provision of federal health care items or services that could lead to debarment or exclusion.

4.13 Compliance with State Statutes Governing Clinical Programs, Access to Care and Indigent Care. As described in Section 4.3 above, during the Term, in connection with Tenant's use and occupancy of the Premises, Tenant shall be obligated to comply with the North Carolina Law, N.C. Gen. Stat. § 131E-13 and all other applicable statutes and regulations governing standards for clinical programs, access to care, and indigent care in the Premises.

4.14 Additional Funding. To assist Tenant in financing the use, operation and renovation of the Premises, Tenant agrees, during the Term, to use commercially reasonable efforts to secure between \$22,800,000 and \$24,000,000 in funding from federal, state or local programs or grants established for the purpose of expanding access to inpatient behavioral health services and restoring public use facilities (e.g., asbestos abatement and other related issues) (the “Additional Funding”). Landlord shall provide reasonable cooperation as needed or requested in an effort to help Tenant secure the Additional Funding. In the event Tenant obtains the Additional Funding, Tenant’s use of the Additional Funding shall be limited to the land and improvements comprising the Premises. For avoidance of doubt, Landlord and Tenant acknowledge and agree that this Section 4.14 shall not obligate Tenant to obtain capital through any public or private debt or equity financings or through intercompany loans or contributions to the Tenant by its Affiliates. During the Term, Landlord agrees to make available to Tenant for use in carrying out its responsibilities under this Lease at least a cumulative total of \$750,000 of any Golden LEAF Community Grant Funds awarded to Landlord during calendar years 2017 and 2018. Any additional Golden LEAF Community Grant Funds awarded to Landlord may also be contributed to Tenant, in the sole discretion of Landlord.

5. Title and Condition of Premises and Equipment.

5.1 Title to Premises. Landlord covenants, represents and warrants that (a) Landlord has full right and lawful authority to enter into this Lease for the term hereof, (b) Landlord is lawfully seized of the Premises and has good and marketable title thereto, free and clear of all liens and encumbrances except those listed on Schedule 5.1 (the “Permitted Encumbrances”), and (c) as of both the Execution Date and the Commencement Date, there are no leases or occupancy agreements affecting the Premises or the Equipment whereby any Person (as defined in Section 8) has been granted a lease or occupancy right with respect to any portion of the Premises or any of the Equipment.

5.2 Condition of the Premises. Tenant acknowledges that (a) prior to the Execution Date, Tenant has been given full opportunity to inspect the Premises and the Equipment, including the presence of Hazardous Substances (as defined in Section 14.5), and to determine the suitability of the Premises and the Equipment for the operation of Tenant’s business, (b) Tenant is relying solely upon the results of its own inspection and investigation in determining to enter into this Lease, and (c) subject to Landlord’s obligation to complete Landlord’s Environmental Obligations, the Premises and the Equipment are being leased on an “AS-IS, WHERE-IS” basis, without warranty or representation of Landlord of any kind with respect to the condition of the Premises or the Equipment. Except as expressly set forth in this Lease, Landlord makes no representation or warranty concerning any restrictions or requirements of zoning, building codes or similar laws, rules or regulations applicable to the Premises. Landlord has not received any notice of any violation of any building, zoning or other law, ordinance or regulation in respect of such property or structures or their use by Landlord. To Landlord’s best knowledge, there is no existing, proposed or contemplated plan to modify or realign any street or highway or any existing, proposed or contemplated eminent domain proceeding that would result in the taking of all or any part of the Premises or that would materially adversely affect the current or planned use of the Premises or any part thereof.

5.3 Quiet Enjoyment. So long as no Event of Default (as defined herein) has occurred and is continuing, Tenant shall peaceably and quietly have, hold, occupy and enjoy, without hindrance or molestation from Landlord or any other persons and other entities whatsoever (a) the Premises and all the appurtenances thereto, except for the ASC OR Transfer Obligation, and (b) the Equipment, subject to the terms and conditions of those equipment leases disclosed on Schedule 5.4(b).

5.4 Title to Equipment. Landlord covenants, represents and warrants that Landlord is lawfully seized of the Equipment and has good and marketable title thereto, free and clear of all liens and encumbrances. Landlord and Tenant acknowledge and agree that the Equipment being leased to Tenant under this Lease does not include those items of personal property and equipment described in Schedule 5.4(a) attached hereto (the "Third-Party Owned Equipment") which are leased by Landlord, as lessee, from the owner of such Third-Party Owned Equipment pursuant to the equipment leases described therein. Contemporaneously with the execution of this Lease, Landlord has assigned to Tenant and Tenant has assumed from Landlord all of Landlord's obligations under the equipment leases set forth on Schedule 5.4(b) attached hereto (the "Equipment Leases") pursuant to a written assignment agreement on terms mutually acceptable to the parties. For avoidance of doubt, any Third-Party Owned Equipment purchased by Tenant (e.g., such as through a buyout of obligations under the assumed Equipment Leases) shall become Tenant's Personal Property.

6. Indemnification.

6.1 Tenant Indemnification. Tenant shall indemnify and hold Landlord harmless against any and all claims, liabilities, damages or losses resulting from injury or death of any person or damage to any property occurring on or about the Premises following the Commencement Date, unless the death, injury or damage was sustained as a result of any tortious or negligent act of Landlord, or Landlord's agents or employees. The indemnity obligations of Tenant under this Section shall survive the expiration or earlier termination of this Lease.

6.2 Landlord Indemnification. Landlord shall indemnify and hold Tenant harmless against any and all claims, liabilities, damages or losses resulting from injury or death of any person or damage to any property occurring on or about the Premises prior to the Commencement Date, unless the death, injury or damage was sustained as a result of any tortious or negligent act of Tenant, or Tenant's agents or employees. The indemnity obligations of Landlord under this Section shall survive the expiration or earlier termination of this Lease.

7. Alterations, Additions and Removal.

7.1 Alterations, Additions and Removal. During the Lease Term, except as provided in the next sentence, Tenant may, at its expense and in its sole discretion, make additions or alterations to the Improvements, and may construct additional Improvements on the Land, provided that such additions and alterations do not cause the remaining or altered Improvements to cease being compliant with, or negatively affect the ability to retain, any certificate of need applicable to FMC as of the Commencement Date, and provided that Tenant notifies the Franklin County Manager or her designee not later than thirty (30) days prior to any

such addition or alteration. Without Landlord's prior written consent (not to be unreasonably withheld or delayed), Tenant may not make any additions or alterations to the Improvements if such additions or alterations cause the remaining or altered Improvements to cease being compliant with the requirements of any certificate of need applicable to FMC as of the Commencement Date. Tenant may place upon the Premises any trade fixtures, machinery, equipment, materials, inventory, furniture and/or other personal property belonging to Tenant or third parties (collectively, "Tenant's Personal Property"), whether or not the same shall be affixed to the Premises, which are used in connection with any of Tenant's business operations on the Premises. Tenant may remove any of Tenant's Personal Property at any time during the Term or upon the expiration or termination of this Lease. Tenant shall repair any damage to the Premises caused by such removal.

7.2 Disposal of Equipment. During the Lease Term, if Tenant reasonably determines that any item of Equipment (including equipment that is necessary to maintain in full force and effect any certificate of need applicable to FMC as of the Commencement Date ("CON Required Equipment") has become inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary for Tenant's purposes at such time, Tenant may either (a) provided Tenant does not jeopardize any existing certificate of need for such equipment, discontinue use of such Equipment, and/or (b) provided that Tenant obtains Landlord's prior written consent, sell, trade-in, lease or transfer such Equipment (as a whole or in part). Tenant shall promptly submit to Landlord the proceeds from any such sale or other transfer. During the Term, Tenant and its subtenants may remove from the Premises any items of Equipment provided that the removed Equipment is not necessary to maintain in full force and effect any certificate of need applicable to CON Required Equipment and provided that Landlord has been notified no later than thirty (30) days prior to the sale or transfer and has provided its prior written consent. This provision shall in no way prevent Tenant from purchasing on its own any items of equipment for use at the Premises, including CON Required Equipment, which purchased equipment shall be Tenant's Personal Property as contemplated by Section 7.1. In connection with the sale or transfer of any items of Equipment by Tenant to which Landlord has consented, at Tenant's request, Landlord shall deliver to Tenant or to Tenant's designee a bill of sale, in form and substance reasonably satisfactory to Tenant, duly executed and acknowledged by Landlord, which shall be sufficient to convey and transfer to Tenant or its designee all of Landlord's right, title and interest in and to such items of Equipment to be transferred, free and clear of all liens and encumbrances whatsoever.

8. Tenant May Not Mortgage Its Leasehold Interest. During the Term, Tenant may not mortgage, hypothecate or otherwise encumber Tenant's leasehold estate under this Lease with respect to the Premises to secure indebtedness, guarantees or other obligations of Tenant under one or more credit facilities, security documents or leasehold mortgages of Tenant or its Affiliates (as hereinafter defined). For purposes of this Lease, the term "Affiliate" means a Person (as hereinafter defined) that controls another Person, is controlled by another Person, or is under common control with another Person. The term "control," as used in the immediately preceding sentence means, with respect to an entity, the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the controlled entity. The term "Person" means any individual, corporation, trust, limited liability company, general partnership, limited partnership, limited liability partnership, association, joint stock association, joint venture, firm, business trust, land trust, cooperative, foreign association or similar legal organization.

9. Assignments, Subleases and Easements.

9.1 Assignments. Except as otherwise provided in this Lease, during the Term, Tenant shall not be permitted to assign, sell or otherwise transfer Tenant's leasehold interest under this Lease without Landlord's prior written consent. During the Term, Tenant shall be permitted to assign, sell or otherwise transfer Tenant's leasehold interest under this Lease to any Affiliate of Tenant or to any successor to Tenant or any Affiliate of Tenant, as applicable, or any acquirer of all or substantially all of the business and assets of Tenant or any Affiliate of Tenant, as applicable, without Landlord's consent, provided that such assignee, buyer, or transferee has agreed in writing to fully assume and comply with the terms of this Lease and provided that any such assignment, sale, or transfer complies with N.C. Gen. Stat. § 131E-13(c) to the extent applicable.

9.2 Subleases. During the Term, upon written approval by Landlord (which shall not be unreasonably withheld), Tenant shall have the right to sublease all or any portion of the Premises or the Equipment to any Person or entity without Landlord's consent, provided that such Person or entity has agreed to comply with the terms of this Lease and provided that any such sublease of the Premises complies with N.C. Gen. Stat. § 131E-13(c) to the extent applicable.

9.3 Easements. If at any time during the Term, Tenant determines that it is necessary or advantageous to grant to any public authority, utility company, or other third party easements of any kind under, over, across or connecting with the Premises or any portion thereof which are beneficial to or necessary for Tenant's use of the Premises, Tenant shall request that Landlord grant such easements with respect to the Premises, or any part thereof, in sufficient detail for review by Landlord, including but not limited to terms and conditions regarding consideration, liability and indemnification, and such easements shall only be granted if approved by Landlord. Landlord agrees that it will not unreasonably deny, withhold or delay appeal of any easement that is necessary for Tenant's operation of the Premises as contemplated by this Lease. Any easement entered into in violation of the preceding terms shall be voidable at Landlord's sole option.

10. Permitted Contests. Notwithstanding any provision of this Lease to the contrary, Tenant shall not be required, nor shall Landlord have the right, to (a) pay, discharge or remove any tax, assessment, levy, fee, charge, lien or encumbrance, as long as Tenant shall contest the existence, amount or validity thereof by appropriate proceedings which shall prevent the collection of the tax, assessment, levy, fee, charge, lien or encumbrance so contested, and which also shall prevent the sale, forfeiture or loss of the Premises, provided that such contest shall not subject Landlord to the risk of any criminal liability or any material civil liability, or (b) to comply with any Legal Requirement applicable to the Premises or the use thereof, as long as Tenant shall contest the applicability or validity thereof by appropriate proceedings provided that such contest shall not subject Landlord to the risk of any criminal liability or any material civil liability.

11. Casualty and Condemnation.

11.1 Casualty. If any of the Improvements shall be damaged or destroyed by fire or any other casualty covered by a standard policy of fire and extended coverage insurance, as required pursuant to Section 4.4(a)(i) hereof, Tenant shall have the option to either: (a) terminate this Lease by giving Landlord written notice within sixty (60) days following the date such damage occurred and such termination will be effective retroactively as of the date of such damage, or (b) commence and diligently prosecute to completion, at Tenant's sole expense, the repair or rebuilding of the Improvements or portion thereof which was damaged, in a good and workmanlike manner, in accordance with plans and specifications satisfactory to Tenant and Landlord, which Landlord shall not unreasonably disapprove, provided that the Improvements upon completion of such repair or rebuilding shall have a value which is not substantially less than the value of the Improvements immediately prior to the damage or destruction. In the event Tenant elects to terminate this Lease under clause (a) of this Section 11.1, all insurance proceeds remaining after payment of Tenant's costs of collection and recovery of such proceeds (the "Net Proceeds") shall be paid over to Landlord. In the event Tenant elects to repair or rebuild the Improvements or portion thereof that was damaged under clause (b) of this Section 11.1, the Net Proceeds shall be paid over and retained by Tenant for use in completing such repairs or rebuilding.

11.2 Condemnation. If all or any "material portion" (i.e. any portion of the Improvements or so much of the Land that legally sufficient parking, for zoning purposes, cannot be provided for the Improvements) of the Premises is taken by an entity with the power of eminent domain ("Condemning Authority") or if all or any material portion of Premises is conveyed to a Condemning Authority by a negotiated sale, then in any such event, Tenant may terminate this Lease by giving Landlord written notice any time after the occurrence of any of the foregoing and such termination shall be effective sixty (60) days from the date possession is taken by the Condemning Authority. In the event less than a material portion of the Premises is taken, this Lease shall continue in full force and effect and Landlord shall retain any award therefor in full. In the event Tenant terminates this Lease under this Section 11.2, Tenant and Landlord shall share the awards and payments made or to be made by the Condemning Authority (the "Condemnation Proceeds") in accordance with the values of their respective interests in the Premises immediately prior to the taking. The value of Tenant's interest in the Premises immediately prior to a taking shall mean the then value of its leasehold estate in the Premises and the Equipment. The value of Landlord's interest in the Premises immediately prior to a taking shall be deemed to mean the then value of its fee interest in the Premises (subject to the leasehold interest of Tenant under this Lease). The values shall be those determined in the condemnation proceeding or, if no separate determination of the respective values of Landlord and Tenant is made in such proceeding, those determined by agreement between Landlord and Tenant. If agreement cannot be reached by Landlord and Tenant, the values shall be determined by an appraiser or appraisers selected by the parties, and if the parties' appraisers cannot agree, they shall designate a third independent appraiser, whose compensation shall be shared equally by the parties, to determine values within the ranges established by the two parties' appraisers. The time of taking shall mean 12:01 a.m. on the date title vests or the date physical possession of the Premises is surrendered in or to the Condemning Authority. In the event Tenant does not terminate this Lease under this Section 11.2, Tenant shall be entitled to such portion of the Condemnation Proceeds as is necessary to pay the cost of restoring the Premises (or any affected

Improvements) to a complete architectural unit suitable for Tenant's use and business on the Premises (the "Restoration Costs"). In the event that the Condemnation Proceeds are greater than the final Restoration Costs, Tenant and Landlord shall share the remaining portion of the Condemnation Proceeds in accordance with the values of their respective interests in the Premises immediately prior to the taking as previously provided in this Section.

11.3 Release. If this Lease is terminated pursuant to this Section 11, Landlord and Tenant shall be released and discharged from all liabilities arising or accruing under this Lease subsequent to the effective date of termination.

12. Right of Entry. Upon not less than forty-eight (48) hours prior written notice to Tenant, Landlord and its agents and designees may enter upon and examine the Premises at reasonable times for the purpose of determining the condition of the Premises as long as such examination or showing shall not unreasonably interfere with the business operations of Tenant on the Premises or the privacy rights of Tenant's patients.

13. Default.

13.1 Default; Notice and Cure; Remedies. In the event Tenant shall (a) default in the payment of sums payable by Tenant hereunder, and such default shall continue for a period of thirty (30) days after Tenant receives written notice thereof from Landlord; or, (b) default in the performance of any other covenants or agreements hereunder and such default shall continue for thirty (30) days after written notice thereof, or, if the default is of such a nature that it could not reasonably be cured within such thirty (30) day period and Tenant does not, within said thirty (30) day period, commence to cure it and thereafter proceed, with due diligence, to cure it (each an "Event of Default"); then, and in addition to any and all other legal remedies and rights, Landlord may terminate this Lease by giving written consent thereof to Tenant or retake possession of the Premises and the Equipment by eviction, re-entry or otherwise.

13.2 Costs and Expenses. If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant, and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in taking such remedial action.

14. Environmental Matters.

14.1 Environmental Studies. Prior to entering into this Lease, Tenant obtained with respect to the Premises (a) that certain Phase I Environmental Site Assessment, dated December 20, 2016, prepared by Professional Services Industries, Inc. (Project #04571016) (the "Phase One Report"), and (b) that certain Report of Phase II Environmental Site Assessment, dated March 15, 2017, prepared by Professional Services Industries, Inc. (Project #04571035) (the "Phase Two Report").

14.2 Covenant of Tenant. Except for Hazardous Substances and other toxic materials or medical waste brought, kept or used in the Premises in commercial quantities similar to those quantities usually kept on similar premises by others in the same business, medical

specialty or who operate medical facilities similar to those located in and on the Premises, all of which shall be used, kept and disposed of in compliance with applicable public health, safety and environmental laws, Tenant shall not allow any Hazardous Substance, or other toxic material or medical waste to be located in, on or under the Premises or allow the Premises to be used for the disposal of any Hazardous Substance or other toxic material. Notwithstanding anything to the contrary in this Lease, Tenant shall not be liable for the presence or removal of any Hazardous Substances which is in, on or under the Premises prior to or on the Commencement Date.

14.3 Compliance with Laws. Tenant shall at all times and in all respects comply with all federal, state or local laws, ordinances, regulations and orders applicable to the Premises or the use thereof relating to industrial hygiene, the handling, storage and disposal of medical waste, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any Hazardous Substance, or other toxic material or medical waste, except where (i) the necessity of compliance is contested in good faith by appropriate proceedings, or (ii) the violation of which, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on the Premises.

14.4 Remediation. If Tenant becomes aware of the presence of any Hazardous Substance in or on the Premises (except for (a) those Hazardous Substances or other toxic material or medical waste brought, kept or used in the Premises by Tenant in commercial quantities similar to those quantities usually kept on similar premises by others in the same business or medical specialty and which are used and kept in compliance with applicable public health, safety and environmental laws, and (b) any Hazardous Substance which is in, on or under the Premises prior to or on the Commencement Date) or if Tenant, Landlord, or the Premises become subject to any order of any federal, state or local court, government, or agency to repair, close, detoxify, decontaminate or otherwise cleanup the Premises, Tenant shall, at its own cost and expense, carry out and complete any repair, closure, detoxification, decontamination or other cleanup of the Premises; provided, however, that Tenant shall not be responsible for any of the foregoing relating to any Hazardous Substance, or other toxic materials or medical waste located on, in or under the Premises prior to or on the Commencement Date or arising after the Commencement Date as a result of the acts of third parties, all of which shall be the responsibility of Landlord and Landlord shall promptly execute and complete any required repair, closure, detoxification, decontamination or other clean-up of the Premises. If either party fails to implement and diligently pursue any such repair, closure, detoxification, decontamination other cleanup of the Premises which it is required to do hereunder, the other party shall have the right, but not the obligation, after giving the other party notice and a period of thirty (30) days to commence curative efforts, to carry out such action and to recover all of the costs and expenses from the other.

14.5 Definition. "Hazardous Substances" as such term is used in this Lease means any hazardous or toxic substance, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act. The term "Hazardous Substances" also includes petroleum products and chemicals containing petroleum constituents.

14.6 Landlord's Environmental Obligations. Landlord and Tenant acknowledge that the Phase Two Report revealed (a) the presence of one 10,000-gallon heating oil underground storage tank (the "UST") on the Premises which is currently in use, and (b) the presence of a small amount of benzo(a)pyrene (0.040 ug/L) in excess of North Carolina's Groundwater Quality Standards (0.005ug/L) which must be reported to the appropriate North Carolina governmental agency pursuant to North Carolina regulation 15A NCAC 02L .0106. Landlord agrees and covenants with Tenant that (i) on or before the Commencement Date, Landlord shall, at its sole cost and expense, report the finding of benzo(a)pyrene (0.040 ug/L) in excess of North Carolina's Groundwater Quality Standards (0.005ug/L) to the appropriate North Carolina governmental agency pursuant to North Carolina regulation 15A NCAC 02L.0106 and to take all actions required by such governmental agency in connection with such report, and (b) on or before the Commencement Date, Landlord shall, at its sole cost and expense, cause the UST and related piping and equipment to be removed from the Premises and to obtain from the State of North Carolina a "no further action" letter confirming that there are no further obligations by the responsible parties with respect to such removed UST (the obligations of Landlord under this Section 14.6 being referred to herein as "Landlord's Environmental Obligations"). In conjunction with Landlord's removal of the UST, on or before the Commencement Date, Landlord shall, at its sole cost and expense, cause an aboveground storage tank and pertinent piping and equipment to be installed in order to replace the removed UST system. Such aboveground storage tank system shall be of comparable size as the UST system being removed, and of such quality as customarily used in the industry.

15. Notices, Demands and Other Instruments. Any notice or other writing required or permitted to be given to a party under this Lease shall be given in writing and shall be (i) delivered by hand or (ii) delivered through the United States mail, postage prepaid, certified, return receipt requested, or (iii) delivered through or by UPS, Federal Express, Express Mail, Airborne, Emery, Purolator or other expedient mail or package service, addressed to the parties at the addresses set forth below. Any notice or demand that may be given hereunder shall be deemed complete (a) upon depositing any such notice or demand in the United States mail with proper postage affixed thereto, certified, return receipt requested; (b) upon depositing any such notice or demand with UPS, Federal Express, Express Mail, Airborne, Emery, Purolator, or other expedient mail or package delivery, or (c) upon hand delivery to the appropriate address as herein provided. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided. The appropriate address for notice hereunder shall be the following:

Landlord: Franklin County, North Carolina
113 Market Street
Louisburg, North Carolina 27549
Attention: Franklin County Manager

With copies to: Wyrick Robbins Yates & Ponton, LLP
4101 Lake Boone Trail, Suite 300
Raleigh, North Carolina 27607
Attention: Frank Kirschbaum, Esq.

Tenant: DLP Maria Parham Medical Center, LLC
c/o LifePoint Health
330 Seven Springs Way
Brentwood TN 37027
Attention: President

With copies to: DLP Maria Parham Medical Center, LLC
c/o LifePoint Health
330 Seven Springs Way
Brentwood TN 37027
Attn: Vice President of Real Estate

Duke Quality Network, Inc.
c/o Duke University Health System, Inc.
3100 Tower Blvd., Suite 1310, Box 80
Durham, North Carolina 27707
Fax No.: 919-493-9159
Attention: Paul Lindia

Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Attention: David R. Clay, Esq.

Duke University Health System, Inc.
Office of Counsel
310 Blackwell Street, 4th Floor
Durham, North Carolina 27701
Fax No.: 919-684-8725
Attention: Christy Gudaitis, Esq.

16. Governing Law; Venue.

16.1 Governing Law. This Lease and the parties' respective rights hereunder shall be governed by the laws of the State of North Carolina, without giving effect to any conflicts of laws principles that would obtain a different result.

16.2 Venue. Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Lease may be brought against any of the parties in the state and federal courts located in Franklin County, North Carolina, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. Notwithstanding the foregoing, the parties agree that (i) any such action or proceeding is and shall be deemed to be an action that is a "mandatory

complex business case” as set forth in North Carolina General Statute § 7A-45.4(a)(1); and (ii) in the event of any such action or proceeding, each party hereby consents to and agrees to take such steps as shall be reasonably necessary to designate any proceeding instituted hereunder as part of a “complex business case” and to cause such proceeding to be heard by a Special Superior Court Judge for Complex Business Cases.

17. Separability; Binding Effect. Each provision hereof shall be separate and independent and, the breach of any such provision by either party shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by the non-breaching party hereunder. If any provision hereof or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforceable to the extent permitted by law. All provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of Landlord and Tenant to the same extent as if each such successor and assign were named as a party hereto. This Lease may not be changed, modified or discharged except by a writing signed by Landlord and Tenant. Any such change, modification or discharge made otherwise than as expressly permitted by this Section shall be void.

18. Headings and Table of Contents. The table of contents and the headings of the various Sections and Schedules of this Lease have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Lease.

19. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

20. Memorandum of Lease. Upon request of either party hereto, the parties shall execute and deliver to each other duplicate originals of a Memorandum of this Lease, in recordable form, containing the information required by law for recording the same.

21. No Partnership. The parties hereto intend the relationship created by this Lease to be that of Landlord and Tenant and do not intend for the arrangement between them to be a partnership.

22. No Alienation of Premises. During the Term, Landlord shall not mortgage, hypothecate or otherwise encumber the Premises or the Equipment to secure indebtedness, guarantees or other obligations of Landlord under one or more credit facilities, security documents and mortgages of Landlord or its Affiliates.

23. Department of Health and Human Services Regulation. To the extent required by Legal Requirements, until the expiration of four years after the expiration or earlier termination of the Term, Landlord will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this Lease and all books, documents, and records necessary to certify the nature and extent of Landlord’s costs with respect to this Lease and the Premises. If Landlord carries out any of its duties under this Lease

through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records. Notwithstanding the foregoing, nothing in this Lease shall be construed as requiring Tenant or Landlord to waive any applicable attorney-client, work product or other privilege.

24. Expenses. Whether or not the transactions contemplated hereby shall be consummated and except as otherwise provided herein, the parties agree as follows: (a) Landlord shall pay the fees, expenses and disbursements of Landlord and its agents, advisors, attorneys, accountants and other representatives incurred in connection with the subject matter hereof and any amendments hereto; (b) Tenant shall pay its respective fees, expenses and disbursements and those of its agents, advisors, attorneys, accountants and other representatives incurred in connection with the subject matter hereof and any amendments hereto; (c) Tenant shall pay for the cost of its due diligence review (which may include structural and environmental surveys and reports); and (d) the cost of the Title Policy, the Surveys, and recording taxes or fees necessary to record Tenant's interest in the Premises, together with the cost of all transfer, documentary, sales, use, stamp, registration and other such taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Lease and the Purchase Agreement shall be borne by Tenant. Notwithstanding the foregoing, Tenant agrees to reimburse Landlord for its reasonable consulting and legal fees and expenses incurred by Landlord with respect to the negotiation, execution and delivery of the Lease and the Purchase Agreement (as defined in Section 27) and the closing, if any, of the transactions contemplated in this Lease and the Purchase Agreement ("Landlord's Transaction Expenses"); provided, however, that Tenant shall not be obligated to reimburse Landlord for Landlord's Transaction Expenses in excess of \$115,000 in the aggregate.

25. Title Insurance. Tenant has obtained (a) a leasehold title commitment (Commitment No. NCS-821539-NAS), dated November 4, 2016 (the "Commitment"), issued by First American Title Insurance Company (the "Title Company") with respect to the Premises showing Tenant as the proposed insured and (b) an ALTA Land Title Survey, dated 12/2/2016, prepared by American Surveying & Mapping, Inc. of the Premises (the "Survey"). Tenant, at its sole cost, may obtain a leasehold title insurance policy from Title Company with respect to the Premises pursuant to the Commitment. On or before the Execution Date, Landlord shall execute and deliver to Tenant and the Title Company such owner's affidavits and authorizing resolutions as shall be requested by Title Company or Tenant.

26. Termination of Interim Funding Agreement. Effective as of the Execution Date, Landlord and Tenant hereby acknowledge the termination of that certain Interim Funding Agreement, dated as of December 9, 2016 and amended as of January 25, 2017, February 28, 2017, and August ___, 2017, by and between Landlord and Tenant.

27. Tenant's Option to Purchase the Premises and the Equipment; and Form of Purchase Agreement. At any time during the Term, Tenant shall have the option to purchase the Premises and the Equipment from Landlord for a purchase price of One Dollar (\$1.00) by giving written notice to Landlord of its exercise of the option to purchase. The purchase of the Premises and the Equipment shall be accomplished pursuant to an asset purchase agreement in a form

substantially similar to the agreement attached hereto as Exhibit A (the “Purchase Agreement”). Upon the closing of the transactions contemplated by the Purchase Agreement, this Lease shall automatically terminate.

28. Estoppel Certificates. Each party shall, at its own cost and expense, at any time and from time to time, within thirty (30) days after request by the other party, certify by written instrument, duly executed, acknowledged and delivered to the requesting party or any other Person or entity specified by the requesting party: that this Lease is unmodified and in full force and effect, or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications; whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof and any modifications hereof upon the part of either party to be performed or complied with, and, if so, specifying the same; the date of expiration of the Term; and such other matters reasonably requested by the requesting party.

29. Schedules. The Schedules referred to in this Lease are hereby incorporated by reference herein.

[end of page - signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first written above.

LANDLORD:

**COUNTY OF FRANKLIN, NORTH
CAROLINA,**
a political subdivision of the State of North
Carolina

By: _____
Name: _____
Title: _____

Attest:

Secretary

Signed, sealed and delivered
on the ____ day of _____,
_____, in the presence of:

Witness

Notary Public
_____ County, _____

TENANT:

**DLP MARIA PARHAM MEDICAL
CENTER, LLC**, a Delaware limited liability
company

By: _____
Name: _____
Title: _____

Signed, sealed and delivered
on the ____ day of _____,
_____, in the presence of:

Witness

Notary Public
_____ County, _____

Schedule 1(a)

The Land

FIRST TRACT

Beginning at a found iron rod at the east edge of the right of way of North Main Street in the town of Louisburg, said beginning point being the southwest corner of a lot owned by Thomas B Denton Jr. also being N. 80 deg. 12 min. 10 sec. W. 1056.91 feet from N.C.G.S. station "hospital-1976", N.C. grid coordinates N=860,505.9757 and E=2,208,930.4353;
Thence running from the beginning point and leaving the eastern edge of the right of way of north main street and along the Denton line, S 75°11'22" E a Distance of 205.54' to a found iron rod at the north edge of the right of way of an unpaved and unnamed street;
Thence, leaving the Denton line and along the northern edge of the right of way of said unpaved and unnamed street, S 20°42'33" W a Distance of 155.29' to a set mag. nail within the paved portion of the driveway designated as Northfield Street;
Thence S 89°26'24" W a Distance of 218.32' to a found iron rod (disturbed) in the eastern edge of the right of way of North Main Street; Thence along the eastern of the right of way of North Main Street, N 20°26'18" E a Distance of 213.36' to a found iron rod and to the Point of Beginning,
having an area Of 37,619 Square Feet, 0.864 acres more or less.

SECOND TRACT

Beginning at a found iron rod at the intersection of the western edge of the right of way of N. Brickett Boulevard with the northern edge of the right of way of Spencer Street in the town of Louisburg, said beginning point being the southeastern corner of the Franklin Memorial Hospital Tract and also being S. 12 deg. 51 min. 08 sec. W. 176.20 feet from N.C.G.S. station "hospital-1976", N.C. grid coordinates N=860,505.9757 and E=2,208,930.4353;
thence along the northern edge of the right of way of Spencer Street, S 74°23'09" W a distance of 471.95' to a found mag. nail;
thence continuing along the northern edge of the right of way of Spencer Street to its western end;
thence along the lines of James B. Cottrell and Douglas E. Nicholson, S 88°30'37" W a distance of 76.58' to a found mag. nail;
thence S 88°25'22" W a distance of 357.97' to a found iron rod;
thence S 14°41'08" E a distance of 13.60' to a set iron rod;
thence N 89°23'25" W a distance of 66.72' to a found iron rod;
thence N 12°13'47" E a distance of 77.24' to a found iron rod;
thence N 18°39'29" E a distance of 210.65, to an found iron rod at the south edge of the right of way of a street designated on plat recorded in Book 3, Slide 23B as Northfield Street;
thence S 89°53'54" E a distance of 51.64' to a found iron rod;
thence leaving the southern edge of the right of way of Northfield Street and crossing onto the paved drive designated as "Hospital Drive" on the aforesaid plat,
N 20°50'16" E a distance of 32.91' to a found iron rod;
thence N 20°42'54" E a distance of 171.97' to a found iron rod;

thence N 87°03'16" E a distance of 170.70' to a found iron rod;
thence N 74°05'11" E a distance of 467.82', to a set iron rod at the west edge of the right of way
of N. Brickett Boulevard;
thence along the western edge of N. Brickett Boulevard,
S 15°19'05" E a distance of 468.97' to a found iron rod;
which is the point of beginning, having an area of 375,421 square feet, 8.618 acres more or less.

Schedule 1(b)

The Equipment

[County to provide complete inventory of equipment (e.g., fixed asset schedule)]

Schedule 1(c)

The Excluded Equipment

[PT equipment][MPMC needs more detail/clarity before agreeing to exclude]

Pick-up truck **[County to add specificity]**

Laptops **[County to add specificity]**

Schedule 4.12(a)

Permits

Schedule 5.1

Permitted Encumbrances

1. Easement and any other facts as shown on the plat recorded in Plat Book 3, Slide 23B, Franklin County Registry.
2. Deed to Franklin County, North Carolina recorded in Book 425, Page 543; Book 464, Page 54, Franklin County Registry. **[NOTE: WALLER CONFERRING WITH THE TITLE COMPANY RE: DELETION OF THIS EXCEPTION AS IT IS NOT AN ENCUMBRANCE ON THE PROPERTY.]**
3. Title to and easements in, any portion of the Land lying within any highways, roads, streets or other ways.
4. Any matters reflected on that certain survey of the Land dated August 23, 2017, performed by ASM of NC, Inc.

Schedule 5.4(a)

Third-Party Owned Equipment

CT Scanner

Mammography Machine [it is MPMC's understanding this equipment is leased]

[County to confirm whether there is any other leased equipment. For example:

- Generator Peak Shave with Power Secure
- Ultrasound
- IV Pumps

MPMC does not intend to assume leases other than for CT and Mammography equipment, but just want to get a full understanding of any existing equipment leases]

Schedule 5.4(b)

Equipment Leases

None.

Exhibit A

Form of Purchase Agreement

See attached.