



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

JOSH STEIN • Governor

DEV DUTTA SANGVAI • Secretary

MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

December 18, 2025

Crystal Willis
crystal.willis@gentivahs.com

New Institutional Health Service

Record #: 5007
Date of Request: November 6, 2025
Facility Name: Gentiva
FID #: 953893
Business Name: Community Home Care & Hospice, LLC
Business #: 529
Project Description: Add a branch to an existing hospice agency
County: Wilkes

Dear Ms. Willis:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that the project described above is a new institutional health service within the meaning of G.S. 131E-176(16). Therefore, you may not proceed to offer or develop the proposal without first obtaining a certificate of need. This decision is based on the following:

- Pursuant to G.S. 131E-176(16)(o), the proposal described constitutes the development of a new institutional health service defined as follows:

“The opening of an additional office by an existing home health agency or hospice within its service area as defined by rules adopted by the Department; or the opening of any office by an existing home health agency or hospice outside of its service area as defined by rules adopted by the Department.”

Any person aggrieved by this decision may file a petition for a contested case hearing in accordance with G.S.150B, Article 3, as amended. This petition must be filed with the Office of Administrative Hearings 6714 Mail Service Center, Raleigh, North Carolina 27699-6714 within thirty (30) days of the date of this decision. Effective October 1, 2009, OAH requires a filing fee with submittal of petitions for contested cases. Please direct all questions regarding this fee to OAH Clerk’s Office (919-431-3000).

Therefore, if you file a petition for a contested case hearing, you must serve a copy of the petition on the Department of Health and Human Services by mailing a copy of your petition to:

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION

LOCATION: 1915 Health Services Way, Raleigh, NC 27607
MAILING ADDRESS: 1915 Health Services Way, 2704 Mail Service Center, Raleigh, NC 27699-2704
www.ncdhhs.gov/dhsr • TEL: 919-855-3873

Julie Cronin
Department of Health and Human Services,
Office of Legal Affairs,
2001 Mail Service Center
Raleigh, North Carolina, 27699-2001

It is requested that a copy of the petition also be served on the Agency.

Sincerely,



Ena Lightbourne
Project Analyst



Micheala Mitchell
Chief

cc: Acute and Home Care Licensure and Certification Section, DHSR

Lightbourne, Ena

From: Lightbourne, Ena
Sent: Thursday, November 20, 2025 3:33 PM
To: 'Crystal Willis'
Cc: Janet Combs; Amy Keene
Subject: RE: [External] RE: RE: RE: Community Home Care & Hospice, LLC d/b/a Gentiva;
License Number: HOS0407; NC Hickory KHC; Branch Addition Request

Yes, but we would also need to determine if this is a new institutional health service which requires a CON. I'll run it through management. I let you know if I need any additional information.

Ena Lightbourne
Project Analyst, CON
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
[NC Department of Health and Human Services](#)

(I am in the office Thursdays and Fridays. I am working remotely on the other days, therefore email is typically the best way to reach me.)

Main: 919-855-3873
Ena.lightbourne@dhhs.nc.gov

1915 Health Services Way, 2nd floor
2704 Mail Service Center
Raleigh, NC 27699-2704

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From: Crystal Willis <crystal.willis@gentivahs.com>
Sent: Thursday, November 20, 2025 3:25 PM
To: Lightbourne, Ena <ena.lightbourne@dhhs.nc.gov>
Cc: Janet Combs <Jcombs@gentivahs.com>; Amy Keene <amy.keene@gentivahs.com>

Subject: [External] RE: RE: RE: Community Home Care & Hospice, LLC d/b/a Gentiva; License Number: HOS0407; NC Hickory KHC; Branch Addition Request

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Since it is a different address the state is going to require us to have a different license; however, it is my understanding that the CON has to approve the additional branch address before I apply for a license. Am I misunderstanding?

Thanks,

Crystal Willis

Regulatory Analyst

Gentiva

655 Brawley School Road, Suite 200, Mooresville, NC 28117

O 704-664-2876 C 704-239-5904 F 704-230-0946

www.gentivahs.com



From: Lightbourne, Ena <ena.lightbourne@dhhs.nc.gov>

Sent: Thursday, November 20, 2025 3:20 PM

To: Crystal Willis <crystal.willis@gentivahs.com>

Cc: Janet Combs <jcombs@gentivahs.com>; Amy Keene <amy.keene@gentivahs.com>

Subject: [EXT] RE: [External] RE: RE: Community Home Care & Hospice, LLC d/b/a Gentiva; License Number: HOS0407; NC Hickory KHC; Branch Addition Request

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Will it be under the same license?

Ena Lightbourne

Project Analyst, CON

Healthcare Planning and Certificate of Need Section

Division of Health Service Regulation

[NC Department of Health and Human Services](http://www.ncdhhs.gov)

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Raleigh, NC 27699-2704

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From: Crystal Willis <crystal.willis@gentivahs.com>
Sent: Thursday, November 20, 2025 3:14 PM
To: Lightbourne, Ena <ena.lightbourne@dhhs.nc.gov>
Cc: Janet Combs <jcombs@gentivahs.com>; Amy Keene <amy.keene@gentivahs.com>
Subject: [External] RE: RE: Community Home Care & Hospice, LLC d/b/a Gentiva; License Number: HOS0407; NC Hickory KHC; Branch Addition Request

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We are adding an additional service location (branch) under the parent provider. The same services currently being provided by the parent provider will be provided by the branch.

Thanks,

Crystal Willis
Regulatory Analyst
Gentiva
655 Brawley School Road, Suite 200, Mooresville, NC 28117
O 704-664-2876 C 704-239-5904 F 704-230-0946
www.gentivahs.com



From: Lightbourne, Ena <ena.lightbourne@dhhs.nc.gov>
Sent: Thursday, November 20, 2025 2:51 PM
To: Crystal Willis <crystal.willis@gentivahs.com>
Cc: Janet Combs <jcombs@gentivahs.com>; Amy Keene <amy.keene@gentivahs.com>

Subject: [EXT] RE: [External] RE: Community Home Care & Hospice, LLC d/b/a Gentiva; License Number: HOS0407; NC Hickory KHC; Branch Addition Request

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Hi Crystal. This is a follow up to my last email. I've attached a Request for Information. Please let me know if you have any questions.

Thanks.

Ena Lightbourne
Project Analyst, CON
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
[NC Department of Health and Human Services](#)

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From: Lightbourne, Ena
Sent: Wednesday, November 12, 2025 11:35 AM
To: 'Crystal Willis' <crystal.willis@gentivahs.com>
Cc: Gaines, Inga M <inga.m.gaines@dhhs.nc.gov>; Janet Combs <jcombs@gentivahs.com>; Amy Keene <amy.keene@gentivahs.com>
Subject: RE: [External] RE: Community Home Care & Hospice, LLC d/b/a Gentiva; License Number: HOS0407; NC Hickory KHC; Branch Addition Request

Hi Crystal. Once the response is drafted it goes through a review and signature process.

I did have a couple of questions. In the letter it's states that Gentiva is adding a new branch. Is this a new office? Will this be under a new license? I just need clarification on what is being added.

Thanks.

Ena Lightbourne
Project Analyst, CON
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
[NC Department of Health and Human Services](#)

(I am in the office Thursdays and Fridays. I am working remotely on the other days, therefore email is typically the best way to reach me.)

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Ena.lightbourne@dhhs.nc.gov

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From: Crystal Willis <crystal.willis@gentivahs.com>
Sent: Wednesday, November 12, 2025 11:05 AM
To: Lightbourne, Ena <ena.lightbourne@dhhs.nc.gov>
Cc: Gaines, Inga M <inga.m.gaines@dhhs.nc.gov>; Janet Combs <jcombs@gentivahs.com>; Amy Keene <amy.keene@gentivahs.com>
Subject: [External] RE: Community Home Care & Hospice, LLC d/b/a Gentiva; License Number: HOS0407; NC Hickory KHC; Branch Addition Request

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Hi, Ena. Can you help me understand what next steps are? I want to make sure I send you everything you need.

Thanks,

Crystal Willis

Regulatory Analyst

Gentiva

655 Brawley School Road, Suite 200, Mooresville, NC 28117

O 704-664-2876 C 704-239-5904 F 704-230-0946

www.gentivahs.com



From: Lightbourne, Ena <ena.lightbourne@dhhs.nc.gov>

Sent: Wednesday, November 5, 2025 7:15 PM

To: Crystal Willis <crystal.willis@gentivahs.com>

Cc: Gaines, Inga M <inga.m.gaines@dhhs.nc.gov>; Janet Combs <jcombs@gentivahs.com>; Amy Keene <amy.keene@gentivahs.com>

Subject: [EXT] RE: [External] Community Home Care & Hospice, LLC d/b/a Gentiva; License Number: HOS0407; NC Hickory KHC; Branch Addition Request

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Received. Thanks!

Ena Lightbourne
Project Analyst, CON
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
[NC Department of Health and Human Services](#)

(I am in the office Thursdays and Fridays. I am working remotely on the other days, therefore email is typically the best way to reach me.)

Main: 919-855-3873

Ena.lightbourne@dhhs.nc.gov

1915 Health Services Way, 2nd floor
2704 Mail Service Center
Raleigh, NC 27699-2704

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From: Crystal Willis <crystal.willis@gentivahs.com>

Sent: Wednesday, November 5, 2025 4:12 PM

To: Waller, Martha K <martha.waller@dhhs.nc.gov>; Lightbourne, Ena <ena.lightbourne@dhhs.nc.gov>

Cc: Gaines, Inga M <inga.m.gaines@dhhs.nc.gov>; Janet Combs <jcombs@gentivahs.com>; Amy Keene <amy.keene@gentivahs.com>

Subject: [External] Community Home Care & Hospice, LLC d/b/a Gentiva; License Number: HOS0407; NC Hickory KHC; Branch Addition Request

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Please see attached the branch addition request for the above-referenced agency.

Please let me know if you should need any additional documents.

Thanks,

Crystal Willis

Regulatory Analyst

Gentiva

655 Brawley School Road, Suite 200, Mooresville, NC 28117

☎ 704-664-2876 ☎ 704-239-5904 ☎ 704-230-0946

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November 5, 2025

VIA E-MAIL TO: martha.waller@dhhs.nc.gov; ena.lightbourne@dhhs.nc.gov

NC Department of Health and Human Services
Division of Health Service Regulation
Healthcare Planning & Certification of Need Section
809 Ruggles Drive, Edgerton Building
Raleigh, NC 27603

**RE: Branch Addition for:
Community Home Care & Hospice, LLC
d/b/a Gentiva
126 Executive Drive, Ste. 110
Wilkesboro, NC 28697-7571
Hospice License #: HOS0407**

Dear Sir/Madam:

On September 10, 2025, a request was submitted to the State/CON asking for additional counties to be added to the above-referenced agency including Catawba, Lincoln and Burke Counties. Then on October 27, 2025, a No Review Record was received with record number: 4965 from the CON. The state then submitted the approval letter dated October 28, 2025, expanding the current county list including Catawba, Lincoln and Burke. Please see attached the above-referenced letters.

We would like to add a branch to the above-referenced parent agency with the physical address of 1899 Tate Blvd SE, Ste. 2109, Hickory, NC 28602-4200. Attached is a copy of the lease.

Should you have any questions or need additional information, please contact me at 704-664-2876 or via email at facilitylicensure@gentivahs.com.

Sincerely,

Crystal Willis

Crystal Willis
Regulatory Analyst

cw

Enclosure



September 10, 2025

VIA Email: inga.m.gaines@dhhs.nc.gov

NC Division of Health Service Regulation
North Carolina Department of Health and Human Services
1205 Umstead Drive
Lineberger Building
Raleigh, NC 27603

RE: Request to Expand Geographic Service Area for:
Community Home Care & Hospice, LLC
d/b/a Gentiva
126 Executive Drive, STE 110
Wilkesboro, NC 28697-7571
Hospice License Number: HOS0407

Dear Sir/Madam:

The above-mentioned Hospice provider seeks to update its geographical service area to include Catawba, Lincoln and Burke Counties. The current service area for the provider consists of Alexander, Alleghany, Ashe, Caldwell, Forsyth, Iredell, Stokes, Surry, Watauga, Wilkes, and Yadkin Counties.

If you have any questions or need additional information, please contact me at 704-239-5904 or via email to facilitylicensure@gentivahs.com.

Sincerely,

Crystal Willis

Crystal Willis

/cw



NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

JOSH STEIN • Governor
DEV DUTTA SANGVAI • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

October 27, 2025

Crystal Willis
facilitylicensure@gentivahs.com

No Review

Record #: 4965
Date of Request: October 3, 2025
Facility Name: Gentiva
FID #: 953893
Business Name: Community Home Care & Hospice, LLC
Business #: 529
Project Description: Expand home hospice services to Burke, Catawba, and Lincoln counties
County: Wilkes

Dear Ms. Willis:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your correspondence regarding the project described above. Based on the representation in your request and the CON law in effect on the date of this response to your request, the project as described is not governed by, and therefore, does not currently require a certificate of need. If the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

This determination is binding only for the facts represented in your correspondence. If changes are made in the project or in the facts provided in the correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office. As a reminder, it is unlawful to offer or develop a new institutional health service without first obtaining a certificate of need. The Department reserves the right to impose sanctions, including civil penalties and the revocation of a license, upon any entity that offers or develops a new institutional health service without first obtaining a certificate of need.

Please do not hesitate to contact this office if you have any questions.

Sincerely,

Ena Lightbourne

Ena Lightbourne
Project Analyst

Micheala Mitchell

Micheala Mitchell
Chief

cc: Acute and Home Care Licensure and Certification Section, DHSR

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION
HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603
MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704
https://info.ncdhhs.gov/dhsr/ • TEL: 919-855-3873



September 10, 2025

VIA Email: inga.m.gaines@dhhs.nc.gov

NC Division of Health Service Regulation
North Carolina Department of Health and Human Services
1205 Umstead Drive
Lineberger Building
Raleigh, NC 27603

RE: Request to Expand Geographic Service Area for:
Community Home Care & Hospice, LLC
d/b/a Gentiva
126 Executive Drive, STE 110
Wilkesboro, NC 28697-7571
Hospice License Number: HOS0407

Dear Sir/Madam:

The above-mentioned Hospice provider seeks to update its geographical service area to include Catawba, Lincoln and Burke Counties. The current service area for the provider consists of Alexander, Alleghany, Ashe, Caldwell, Forsyth, Iredell, Stokes, Surry, Watauga, Wilkes, and Yadkin Counties.

If you have any questions or need additional information, please contact me at 704-239-5904 or via email to facilitylicensure@gentivahs.com.

Sincerely,

Crystal Willis

Crystal Willis

/cw

From: [Crystal Willis](#)
To: [Waller, Martha K](#); [Stancil, Tiffany C](#)
Cc: [Gaines, Inga M](#); [Janet Combs](#)
Subject: [External] FW: Community Home Care & Hospice, LLC d/b/a Gentiva; State License Number: HOS0407; NC Wilkesboro KWL GSA Expansion Request
Date: Friday, October 3, 2025 3:06:33 PM
Attachments: [NC Wilkesboro KWL Revision Sub 9-10-25.pdf](#)
Importance: High

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Hi, ladies. I am hoping one of you can help me with this request. I submitted a request to add the counties of Catawba, Lincoln and Burke to the above-referenced agency.

Could you help me understand what if any information is needed to complete this request?

Thanks,

Crystal Willis
Regulatory Analyst
Gentiva
655 Brawley School Road, Suite 200, Mooresville, NC 28117
O 704-664-2876 C 704-239-5904 F 704-230-0946
www.gentivahs.com



From: Crystal Willis
Sent: Wednesday, September 10, 2025 5:13 PM
To: Gaines, Inga M <inga.m.gaines@dhhs.nc.gov>
Cc: Janet Combs <jcombs@gentivahs.com>
Subject: FW: Community Home Care & Hospice, LLC d/b/a Gentiva; State License Number: HOS0407; NC Wilkesboro KWL GSA Expansion Request

Hi, Inga. Please see attached revision. The request should have been for Catawba not Cabarrus county.

Apologies for the oversight.

Crystal Willis
Regulatory Analyst
Gentiva
655 Brawley School Road, Suite 200, Mooresville, NC 28117
O 704-664-2876 C 704-239-5904 F 704-230-0946
www.gentivahs.com



From: Crystal Willis

Sent: Wednesday, September 10, 2025 4:35 PM

To: Gaines, Inga M <inga.m.gaines@dhhs.nc.gov>

Subject: Community Home Care & Hospice, LLC d/b/a Gentiva; State License Number: HOS0407; NC Wilkesboro KWL GSA Expansion Request

Please see attached GSA request.

I appreciate your help,

Crystal Willis

Regulatory Analyst

Gentiva

655 Brawley School Road, Suite 200, Mooresville, NC 28117

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NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

JOSH STEIN • Governor

DEV DUTTA SANGVAI • Secretary

MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL

Crystal.willis@gentivahs.com

October 28, 2025

Crystal Willis
Gentiva
126 Executive Drive, Suite 110
Wilkesboro, NC 28697

Re: Expansion of Geographic Service Area

Site: Gentiva (HOS0407)
126 Executive Drive, Suite 110
Wilkesboro, NC 28697

Dear Ms. Willis:

This letter is in response to the correspondence received in our office on September 10, 2025, requesting to extend the geographic service area of the above licensed Home Health agency to include the following counties: **Catawba, Lincoln, and Burke Counties**.

Pursuant to 10A NCAC 13K .0301(f): **Agency Management and Supervision**

(f) If an agency plans to permanently expand its geographic service area beyond that currently on file with the Department without opening an additional site, the Department shall be notified in writing 30 days in advance. The agency must offer its full scope of hospice services in its entire geographic service area.

The following counties of **Catawba, Lincoln, and Burke** are approved effective October 27, 2025. Please note that this agency's position is based solely on the facts presented by you and that any changes in the facts as represented would require further consideration by this agency and a separate determination. On-site monitoring will be conducted at the discretion of this office.

Please continue to provide this office with advance written notification with an effective date for changes in accordance with 10A NCAC 13K .0301. If we can be of further assistance to you, please call our office at (919) 855-4620 or email Inga Gaines at inga.m.gaines@dhhs.nc.gov.

Sincerely,
Inga Gaines

Inga Gaines
Administrative Specialist I
Acute and Home Care Licensure and Certification Section
cc: SA file

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION

ACUTE AND HOME CARE LICENSURE AND CERTIFICATION SECTION

LOCATION: 1915 Health Services Way, Raleigh, NC 27607

MAILING ADDRESS: 2712 Mail Service Center, Raleigh, NC 27699-2712

www.ncdhhs.gov/dhsr • TEL: 919-855-4620

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

- h. **“Common Area”** means those areas designated as such by Landlord from time to time, including the facilities in the Building which are designated for the general use, in common, of the occupants of the Building, and, to the extent the same are provided, the parking areas, sidewalks, roadways, loading platforms, restrooms, ramps, maintenance and mechanical areas, lobbies, corridors, elevators, stairwells and landscaped areas.
- i. **“Demised Premises”** means Suite 2109 of the Building as depicted on **Exhibit A** attached hereto and made a part hereof.
- j. **“Improvements”** means the improvements to the Demised Premises constructed in accordance with the Plans.
- k. **“Improvements Overage”** means the extent, if any, to which the estimated costs of the Improvements exceed the Upfit Allowance.
- l. **“Land”** means the real property upon which the Building is situated.
- m. **“Operating Expense Rent”** means Tenant’s Pro Rata Share of Operating Expenses for a calendar year in accordance with **Section 6.b**.
- n. **“Operating Expenses”** means all costs and expenses of operation, maintenance, repair, replacement, ownership and management of the Property, including, but not limited to, insurance premiums and deductibles, management fees, charges and assessments under matters of record affecting the Property, utility and ventilation charges, security, parking lot maintenance, snow removal, janitorial and other services, and ad valorem real estate taxes. Operating Expenses shall also include, but not be limited to, the annual amortization of the cost (the **“Capital Expenditure”**) of any capital alterations, capital additions, capital repairs and capital improvements which are (a) required by applicable laws, (b) made for the purpose of reducing Operating Expenses, including those made to improve energy efficiency, (c) made for the purpose of directly enhancing the safety of Building tenants or (d) made otherwise to maintain the first-class nature of the Building. Capital Expenditures shall be amortized over the useful life of the particular capital item in question as Landlord shall reasonably determine in accordance with standard real estate management and accounting practices consistently applied by Landlord and consistent with standard real estate management and accounting practices used by landlords of other similarly situated buildings in a comparable market area as such area is reasonably determined by Landlord to be similarly situated to that in which the Building is located.
- o. **“Plans”** means the set of construction plans and specifications for the construction of the Improvements.
- p. **“Property”** means the Land, the Building, the Demised Premises, and all other improvements located thereon and therein.
- q. **“Rent”** means, collectively, Base Rent, the Operating Expense Rent and Additional Rent.
- r. **“Rentable Area of Building”** means 50,347 square feet.

- s. **“Rentable Area of Demised Premises”** means two thousand eight hundred twenty nine (2,829) square feet.
 - t. **“Substantially Completed”** means the date upon which the Improvements have been completed in accordance with the Plans to the extent that the following conditions have been satisfied:
 - i. Issuance of a temporary or permanent certificate of occupancy for the Demised Premises; and
 - ii. The Landlord’s architect shall have furnished to Tenant a certificate certifying that the Improvements have been substantially completed in accordance with the Plans.
 - u. **“Target Commencement Date”** means the date that is ninety (90) days following the Effective Date of this Lease and is only an approximation, and not a warranty, of the Commencement Date.
 - v. **“Tenant’s Pro Rata Share”** means a fraction, the numerator of which is the Rentable Area of Demised Premises and the denominator of which is the Rentable Area of Building.
 - w. **“Termination Date”** means the last day of the sixty second (62nd) full calendar month after the Commencement Date; provided, however, in the event the Commencement Date falls on the first (1st) day of a month, the Termination Date shall be the date which is sixty two (62) months after the Commencement Date.
 - x. **“Upfit Allowance”** means an allowance of an amount up to Twenty Five and No/100 Dollars (\$25.00) per square foot of Rentable Area of Demised Premises.
2. **DEMISED PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Demised Premises, together with the non-exclusive right to use the Common Area (subject to the Rules and Regulations as defined below). The actual Rentable Area of Demised Premises shall be determined by Landlord prior to occupancy by Tenant and shall be set forth in a Commencement Agreement substantially in the form attached hereto as **Exhibit B** (the **“Commencement Agreement”**), to be executed by Tenant and Landlord at or prior to the date Tenant occupies the Demised Premises, which Commencement Agreement shall also set forth the Commencement Date, and Tenant’s Pro Rata Share.
3. **CONSTRUCTION OF DEMISED PREMISES.** The agreements of the parties governing the construction of the Improvements and related matters are set forth in **Exhibit C** attached hereto and incorporated herein by this reference. If Landlord anticipates that it will be unable to Substantially Complete the Improvements by the Target Commencement Date, Landlord shall promptly notify Tenant in writing, specifying the reasons for the delay, including whether or not the cause for delay is an event of Force Majeure, and the anticipated date of Substantial Completion. Subject to extension for events of Force Majeure, if the Commencement Date has not occurred by the date that is sixty (60) days after the Target Commencement Date (the **“Commencement Date Deadline”**), then Tenant shall be entitled to an abatement of Base Rent for each day after the Commencement Date Deadline that the Commencement Date has not occurred, up to a maximum of sixty (60) days. If, subject to extension for events of Force

Majeure, the Commencement Date has not occurred by the date that is sixty (60) days following the Commencement Date Deadline, then Tenant shall have the right to terminate this Lease by providing written notice of termination to Landlord prior to the last day of such sixty (60) day period. If Tenant exercises such right of termination, then this Lease shall terminate as of the last day of such sixty (60) day period as if such date was the date originally set forth in the Lease as the Termination Date.

4. **TERM.** The term of this Lease (“**Lease Term**”) shall commence on the Commencement Date and, unless modified or earlier terminated pursuant to the terms hereof, shall terminate at midnight on the Termination Date.

5. **USE OF THE DEMISED PREMISES.** Tenant shall continuously use and occupy the Demised Premises for any business purpose or activities which Tenant or its affiliates are authorized by law to conduct; provided, however, Tenant shall not use or permit the use of the Demised Premises for any purpose that (i) is illegal or is in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule, (ii) in Landlord’s opinion, creates a nuisance, disturbs any other tenant of the Building or injures the reputation of the Building or (iii) violates any of the exclusive uses described on **Exhibit G** attached hereto. Landlord has made no representation or warranty as to the suitability of the Demised Premises for Tenant’s intended purposes.

6. **RENT.**
 - a. **Base Rent.**
 - i. **When payable.** Tenant shall pay annual Base Rent, together with any Base Rent Increase then in effect, in advance in twelve (12) equal monthly installments on or before the first (1st) day of each calendar month during the Lease Term, without notice, deduction, demand, counterclaim or set off. The Base Rent for any partial month shall be paid in advance and prorated daily from such date to the first (1st) day of the next calendar month. The first (1st) payment of Base Rent shall be due and payable on the Commencement Date. Tenant shall not pay Base Rent more than one (1) month in advance of the applicable due date except as may be expressly provided herein.
 - ii. **Adjustments to Base Rent.** Commencing as of the first Adjustment Date and continuing thereafter on each succeeding Adjustment Date, the Base Rent shall be adjusted annually to reflect the Base Rent Increase. Additional amounts payable pursuant to this **subsection 6.a.ii.** shall be deemed to be additional Base Rent due from Tenant to Landlord and any default in the payment thereof shall entitle Landlord to all remedies provided for herein, at law or in equity on account of Tenant’s failure to pay Base Rent.
 - iii. **Base Rent Abatement Period.** Notwithstanding contrary provisions that may be contained in this Lease, for the period commencing on the Commencement Date and ending on the date upon which the Abated Base Rent Payments (as such term is defined below) are exhausted (the “**Base Rent Abatement Period**”), Landlord will forebear the obligation of Tenant to pay monthly Base Rent during the first two (2) months following the Commencement Date (the Base Rent Payments abated during the Base Rent Abatement Period being the “**Abated Base Rent Payments**”). The foregoing

agreement by Landlord has been made relying on Tenant's agreement to perform all of its obligations under this Lease as and when required. As a result, in the event that an event of default occurs under this Lease beyond the applicable notice and cure period, in addition to Landlord's other remedies which may be available to Landlord hereunder or pursuant to applicable law, Tenant shall reimburse Landlord an amount equal to the Abated Base Rent Payments. Tenant's rights with respect to the Abated Base Rent Payments are not transferable and the parties hereto acknowledge and agree that they intend that the Abated Base Rent Payments shall be "personal" to Tenant, Tenant's affiliates excepted, and that in no event will any assignee or subtenant have any rights to such abatement.

- b. Operating Expense Rent. For the calendar year 2025 and for each full or partial calendar year thereafter during the Lease Term, Tenant shall also pay, as Additional Rent, Tenant's Pro Rata Share of Operating Expenses for such calendar year. For this purpose, Operating Expenses for any calendar year shall be increased (if necessary) to the amount of Operating Expenses that would have been paid or incurred by Landlord if the occupancy of the Building had been at one hundred percent (100%) of the Rentable Area of Building, the adjustment provided in this sentence being referred to herein as a "**Gross Up**". In addition, if in Landlord's reasonable estimation Tenant or Tenant's use of the Demised Premises shall, due to disproportionate use of services, Tenant's equipment used in the Demised Premises or otherwise, result in a disproportionate increase in Operating Expenses when compared to the Operating Expenses caused by or expended relative to other premises in the Building, Tenant shall pay upon demand and from time to time, as Additional Rent, any amounts attributable to such increase. Relative to any partial calendar year during the Lease Term, Operating Expenses (adjusted as set forth above) shall be prorated on the basis of the number of days during such calendar year for which Tenant is obligated to make such payments. Notwithstanding anything contained in the Subsection 6.b. to the contrary, Tenant shall not be required to pay more than Nine and 81/100 Dollars (\$9.81) per Rentable Square Foot of Demised Premises in Operating Expenses for the first twelve (12) months of the Lease Term. Tenant shall make payment on account of Operating Expenses as follows:
- i. On or before the Commencement Date and on or before each January 1 date occurring during the Lease Term (including any renewal or extension thereof), Landlord shall make a good faith estimate of Operating Expenses for the upcoming partial or full calendar year during the Lease Term and Tenant's Pro Rata Share thereof (hereinafter "**Estimated Operating Expenses**" and "**Tenant's Estimated Pro Rata Share**", respectively), and Tenant shall pay to Landlord during such calendar year, as Additional Rent with each monthly installment of Base Rent, an amount equal to one-twelfth (1/12th) of Tenant's Estimated Pro Rata Share of the amount of Estimated Operating Expenses for such calendar year. Such payments for any partial month shall be paid in advance at the daily rate equal to the monthly payment divided by the number of days in the month for which the same is due.
 - ii. On or before May 1, 2026, and on or before each succeeding May 1 during the Lease Term or next following the expiration of the Lease Term (including any renewal or extension thereof), Landlord shall furnish Tenant with a statement (together with

reasonable supporting documentation) setting forth Tenant's Pro Rata Share of Operating Expenses for the preceding calendar year (each, a "**Reconciliation Statement**"). If any such Reconciliation Statement shall show an overpayment or underpayment of Tenant's Pro Rata Share of Operating Expenses for the preceding calendar year, any overpayment shall be refunded to Tenant or credited against payments next due from Tenant under this Lease, and the full amount of any underpayment shall be paid to Landlord by Tenant as Additional Rent within thirty (30) days of the preparation of such statement. Notwithstanding the foregoing, Tenant shall have no obligation to remit any such balance if Tenant does not receive the Reconciliation Statement within one hundred twenty (120) days following May 1st of such year, or if Landlord does not furnish tenant upon Tenant's request with copies of any paid bills evidencing Operating Expenses.

- iii. If during the Lease Term any change occurs in either the Rentable Area of Demised Premises or the Rentable Area of Building, Tenant's Pro Rata Share of the Operating Expenses shall be adjusted, effective as of the date of any such change.
- c. Rent Payments / Interest / Other Charges. Unless Landlord otherwise directs Tenant to provide Rent payments via check, all Rent payments under this Lease shall be paid via Automatic Clearing House ("ACH") payment. Concurrently with the execution of this Lease, Tenant shall complete and submit to Landlord the ACH Payment Request Form attached hereto as **Exhibit F** and incorporated herein by this reference. Tenant agrees that if any Base Rent, Operating Expense Rent, Additional Rent or any other sum due Landlord in accordance with any provision of this Lease shall not be paid within five (5) days of the due date, such amount due but unpaid after the fifth (5th) day of when due shall be subject to a late charge equal to five percent (5%) of the amount then due. Furthermore, if any Base Rent, Operating Expense Rent, Additional Rent or any other sum due Landlord in accordance with any provision of this Lease shall not be paid within ten (10) days of the due date, then, in addition to the aforementioned late charge, such delinquent payment shall bear interest at the rate of eight (8%) per annum, from the tenth (10th) day following the due date, compounded monthly, until such sum and all interest accrued thereon as aforesaid shall have been paid in full. If Landlord shall at any time accept any such Rent or other sums after the same shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Landlord's rights hereunder.
- d. No Abatement. No abatement, diminution or reduction of (1) Rent, charges or other compensation, or (2) Tenant's other obligations hereunder shall be allowed to Tenant or any person claiming under Tenant, except to the extent specifically provided for herein.
- e. Application of Rent. Landlord, acting in its sole discretion, shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord regardless of the instructions of Tenant as to application of any sum whether such instructions are endorsed upon Tenant's check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by Landlord of an ACH payment made or check or checks drawn by anyone other than Tenant shall in no way affect Tenant's liability hereunder nor shall it be deemed an approval of any assignment of this Lease by Tenant.

7. **TAXES AND ASSESSMENTS.** Except as hereinafter provided, Landlord shall pay when due (subject to reimbursement as a part of Operating Expenses) all taxes and assessments of any kind or nature which may be imposed upon the Property; and Tenant shall pay when due all taxes and assessments of any kind or nature imposed or assessed upon fixtures, equipment, merchandise or other property installed by or brought into the Demised Premises by Tenant. Notwithstanding the foregoing, Tenant shall reimburse Landlord upon demand as Additional Rent for any and all ad valorem taxes and assessments and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, payable or paid by Landlord, whether or not now customary or within the contemplation of the parties hereto, which are levied upon or measured by the rental or any other sum payable hereunder as such, including, without limitation, any gross tax or excise tax levied by any governmental body with respect to the receipt of such rental or such other sum (excluding, however, any federal, state or local net income taxes which Landlord may be obligated to pay). In the event that it shall not be lawful for Tenant to so reimburse Landlord, the rental, as adjusted, payable to Landlord under this Lease shall be revised so as to net Landlord the same net rental after imposition of any such tax upon Landlord as would have been payable to Landlord prior to the imposition of any such tax.

8. **MAINTENANCE, REPAIRS AND SERVICES.**

- a. Tenant's Maintenance. Except as otherwise provided hereinafter, during the Lease Term, Tenant shall keep the Demised Premises in good order and condition.
- b. Landlord's Maintenance. Landlord acknowledges that it is responsible for causing the Common Area to comply with the American with Disabilities Act, state, county and city laws and ordinances. Any modifications to the Common Area required by said Act now, or at any time in the future, shall be the sole responsibility of the Landlord. During the Lease Term, Landlord shall also be responsible for the following (subject to reimbursement of the applicable costs and expenses as a part of Operating Expenses):
 - i. Maintenance and repairs of the standard mechanical, electrical and plumbing systems located in the Demised Premises;
 - ii. Replacement of Building standard lamps only in Building standard lighting fixtures as specified by Landlord for the Demised Premises and Building. The replacement cost of any non-Building standard lamps shall be Tenant's responsibility.
 - iii. Maintenance and repairs to the exterior and Common Area of the Building;
 - iv. Maintenance of the landscaping surrounding the Building;
 - v. Maintenance and repairs to the structural components of the Demised Premises and the Building, including the roof of the Building; and
 - vi. Janitorial services five nights a week (Monday-Friday) excepting federal holidays.

Notwithstanding the foregoing, Landlord shall not be responsible for any maintenance or repairs necessitated by purposeful or negligent acts of Tenant or of Tenant's agents,

contractors, guests or invitees. Tenant covenants and agrees with Landlord, at Tenant's own cost and expense, to repair or replace any damage done to the Demised Premises or Building, or any part thereof, caused by Tenant or Tenant's agents, employees, invitees, or visitors, and such repairs shall restore the Building or Demised Premises to as good a condition as it was in prior to such damage, and shall be effected in compliance with all applicable laws; provided, however, if, within a reasonable period following written notice from Landlord of the need for such repairs, Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make the repairs or replacements, and Tenant shall pay the cost thereof to Landlord on demand as Additional Rent.

- c. Utilities. Landlord shall furnish (subject to reimbursement as a part of Operating Expenses) the Demised Premises with electricity for routine lighting and the operation of general office equipment that uses 110-volt electric power and 20 amp circuits. Tenant shall not use any electrical equipment that will overload the Building's electrical circuits or interfere with the use thereof by other tenants. Tenant shall not, without Landlord's prior written consent, connect any additional items (such as electrical heaters) to the Building's electrical system. If Tenant shall use in the Demised Premises heat generating machines or equipment which affect the temperature otherwise maintained by the heating and air conditioning system, upon written notice to Tenant, Landlord shall have the right to install supplemental heating and/or air conditioning units and the costs of installation, operation, maintenance, and replacement, shall be paid by Tenant upon demand as Additional Rent. In addition, Landlord may, at Tenant's expense, separately meter the Demised Premises for purposes of measuring electricity consumed in the Demised Premises, in which case Tenant shall pay upon demand and from time to time, as Additional Rent, any electricity charges which, in Landlord's estimation, exceed those which would have been consumed in the Demised Premises if Tenant's electricity usage were consistent with that of other premises the Building.

Landlord shall furnish (subject to reimbursement as a part of Operating Expenses) a reasonable amount of hot and cold running water to lavatories and toilets in or appurtenant to the Demised Premises and shall keep the plumbing therefor in working order.

Landlord shall have the right to interrupt utilities and other services at and for any and all such time or times as Landlord shall deem necessary for repairs, alterations or improvements to the Building. Landlord shall have no liability or responsibility to Tenant for loss or damage should the furnishing of any of the utilities and services as herein provided be prohibited or stopped for repairs, alterations or improvements, or by reason of causes beyond Landlord's control including, without limitation, accidents, strikes, storms, acts of God, labor trouble or disturbances lockouts or orders or regulations of the federal, state or municipal government.

Landlord shall not be obligated to furnish any services or utilities, other than those stated above and the heating and air conditioning provided for below. If Landlord elects to furnish additional services or utilities as requested by Tenant with reasonable advance notice, in addition to those listed above or at times other than those stated above, Tenant shall pay to Landlord the prevailing charges for such services and utilities within thirty (30) days after billing. If more than one (1) tenant directly benefits from these services, then the cost shall be allocated proportionately between or among the benefiting tenants based upon the

amount of time each tenant benefits and the square footage each leases. If Tenant fails to make such payment, Landlord may, without notice to Tenant, and in addition to Landlord's other remedies under this Lease, discontinue any or all of such additional or after-hours services. No such discontinuance of any service shall result in any liability of Landlord to Tenant or be considered as eviction or a disturbance of Tenant's use of the Demised Premises.

Landlord shall have the right to install on-site power (*i.e.*, solar or small wind) at the Building. Tenant agrees to cooperate with Landlord in connection with the installation and on-going operation of such on-site power. Tenant shall have no right to any renewable energy credits resulting on-site power generation, even if Tenant uses such energy. Landlord may retain or assign such renewable energy credits in Landlord's sole discretion.

- d. Heating and Air Conditioning. Landlord shall, subject to reimbursement as a part of Operating Expenses, maintain and operate the heating and air conditioning systems for all parts of the Building, except outside storage space, and furnish heating and air conditioning during Business Hours at commercially reasonable temperatures for human habitation, but shall not be responsible for heating or cooling beyond such temperatures (for example, unusually cool temperatures for electronic or medical equipment). Tenant shall be responsible for the cost of heating and air conditioning outside Business Hours, at a rate of \$50.00 per hour and for cost of heating and air conditioning in excess of commercially reasonable temperatures for human habitation.

9. ALTERATIONS.

- a. Tenant shall not make any alterations, additions or improvements to any portion of the Demised Premises without Landlord's prior written consent, such consent shall not be unreasonably withheld, conditioned, or delayed. Any alterations, additions or improvements approved by Landlord shall, at Landlord's option, become a part of the Demised Premises and Landlord's property upon the expiration or earlier termination of this Lease unless otherwise stated by Landlord in writing; provided, Landlord shall have the right to require Tenant to remove any such alteration, addition or improvement at Tenant's expense upon the expiration or earlier termination of this Lease and restore the Demised Premises to the configuration of the Demised Premises as of the Commencement Date, ordinary wear and tear excepted. In the event that Landlord so elects, and Tenant fails to remove such improvements, Landlord may remove such alterations, additions or improvements at Tenant's cost, and Tenant shall pay Landlord on demand the cost of restoring the Demised Premises to the configuration of the Demised Premises as of the Commencement Date, ordinary wear and tear excepted. If Landlord consents to any such alteration, addition or improvement, Landlord may require plans and specifications to be submitted and approved by Landlord, such approval shall not be unreasonably withheld, conditioned, or delayed. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease Term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property. Tenant shall have the right to remove the same at any time during the Term of this Lease provided that all

damage to the Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

- b. If any such alterations, additions or improvements are permitted hereunder, Tenant, at its sole cost and expense, shall obtain all necessary governmental permits and certificates for commencement and prosecution of all alterations, additions, and improvements and for final approval thereof upon completion; and shall cause such alterations, additions, and improvements to be performed in compliance therewith and with all applicable requirements of the insurance carried on the Building pursuant to Section 13 below and all applicable laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state, county and municipal governments and of all other governmental authorities having or claiming jurisdiction of or over the Demised Premises. Tenant represents and warrants to Landlord that all such construction work will be performed in a good and workmanlike manner and in accordance with the terms, provisions and conditions of this Lease and all governmental requirements.
- c. Tenant shall reimburse Landlord for the commercially reasonable cost and expense of Landlord's review, including any professionals retained by Landlord for review, of any such request for alterations, additions or improvements.

10. COMPLIANCE WITH LAWS. Tenant shall use and occupy the Demised Premises in compliance with any and all laws, ordinances, orders, covenants, restrictions or regulations, now in force or which hereinafter may be enacted or promulgated by any lawful authority having jurisdiction over the Demised Premises or the use thereof, including but not limited to, compliance with the requirements of all policies of insurance at any time in force with respect to the Demised Premises. At its sole cost and expense, Tenant shall promptly comply with all such governmental measures. If any standard or regulation is hereafter imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, Tenant shall, at its sole cost and expense, comply promptly with such standards or regulations.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or any interest hereunder nor sublet the Demised Premises or any part thereof nor permit the use of the Demised Premises by any party other than Tenant without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay to Landlord, concurrently with any request for consent to assignment or sublet, a non-refundable fee of \$1,000.00 as payment to Landlord for its review and processing of the request. Any one or more (in the aggregate) direct or indirect transfers of more than a twenty percent (20%) interest in the Tenant shall be deemed to be an assignment under this Lease (including, but not limited to, any change in ownership or power to vote, on a cumulative basis, of a majority of Tenant's outstanding voting stock). If Landlord consents to any such assignment, sublet or transfer:

- a. Tenant shall not be released from its obligations under this Lease, and
- b. Landlord shall receive all sums and other consideration paid or payable to Tenant by assignee or subtenant. The acceptance of Rent shall not be deemed to be consent by Landlord

to any such assignment, sublet or other transfer, nor shall the same be deemed a waiver of any right or remedy of Landlord under this Lease.

Notwithstanding the foregoing, Tenant shall have the right, upon notice to Landlord, but without the Landlord's consent, to assign this Lease or sublet all or a portion of the Demised Premises to a wholly-owned subsidiary, parent or affiliate of Tenant (a "**Permitted Transfer**"); provided that at the time of such Permitted Transfer, no default (beyond any applicable notice and cure period) by the Tenant exists under this Lease. If the Permitted Transfer is an assignment, the assignee must assume this Lease in writing and agree to be bound by all of the Tenant's obligations under this Lease, and a duplicate original of the assignment and assumption document must be given to the Landlord within ten (10) days after it is executed. Notwithstanding the Permitted Transfer, Tenant shall not be released from its obligations under this Lease.

In addition, and where applicable, any subletting or assignment transaction shall comply in all respects with the applicable provisions of the Medicare Anti-Kickback Law, 42 U.S.C. Sections 1320a-7(b)(1) and (2), and the Stark Self-Referral Prohibition Act, 42 U.S.C. Section 1395nn, et seq., and all regulations promulgated thereunder, as the same may be modified, supplemented or replaced from time to time.

12. DAMAGE AND LOSS. Tenant shall use all facilities of the Property at Tenant's risk. Landlord shall not be liable to Tenant, Tenant's employees, licensees, invitees or guests or any other person for any loss, injury or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other cause beyond the reasonable control of Landlord, except to the extent such damage is caused by the negligence or willful misconduct of Landlord or its agents, contractors, or employees. All property placed on the Property (and in the Demised Premises) by, at the direction of, or with the consent of the Tenant, its employees, agents, licensees or invitees, shall be at the risk of the Tenant or the owner thereof and Landlord shall not be liable for any loss of or damage to said property resulting from any cause whatsoever except to the extent such loss or damage is caused by Landlord's negligence, breach of this Lease, or failure to maintain the Property in accordance with the terms herein. Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's use and enjoyment of the Demised Premises. Notwithstanding anything to the contrary herein, Landlord shall not be released from liability for loss or damage arising from (a) its failure to maintain and repair the Property as required under this Lease following the expiration of applicable notice and cure periods, (b) its gross negligence or willful misconduct, or (c) the negligence or misconduct of its employees, agents, or contractors.

13. INSURANCE.

a. **Landlord's Insurance.** Throughout the Lease Term, Landlord (i) shall carry fire and extended coverage insurance insuring its interest in the Building and the Demised Premises, such insurance to be written by insurance companies and in amounts satisfactory to Landlord and (ii) may carry any other insurance that Landlord deems necessary or advisable, including, without limitation, liability insurance, wind and hail insurance and business interruption insurance. Premiums for such insurance policies shall be included in

Operating Expenses. If, due to any hazardous or other activity at the Demised Premises, the premium for any of Landlord's insurance coverages is increased, Tenant shall pay upon demand and from time to time, as Additional Rent, any portion of Landlord's insurance premium which, in Landlord's estimation, is charged due to Tenant's use of the Demised Premises.

- b. Tenant's Insurance. Throughout the Lease Term, Tenant shall maintain, at its expense, the following types of insurance:
- i. comprehensive general public liability insurance, which shall include coverage for personal liability, contractual liability, Tenant's legal liability, bodily injury (including death) and property damage all on an occurrence basis with respect to the business carried on or from the Demised Premises and Tenant's use and occupancy of the Demised Premises in an amount not less than Two Million Dollars (\$2,000,000.00) in the aggregate;
 - ii. all risk, fire and extended coverage insurance on Tenant's interest in the Demised Premises and on Tenant's property in the Demised Premises covering all such property, insured against loss or damage caused by: (1) fire, windstorm and other hazards and perils generally included under extended coverage; (2) sprinkler leakage; (3) vandalism and malicious mischief; and (4) boiler and machinery;
 - iii. workers' compensation insurance as required by law; and
 - iv. prior to the commencement of and during the construction of any permitted rehabilitation, replacement, reconstruction, restoration, renovation or alteration to the Demised Premises, builders' risk insurance in accordance with the requirements of this subsection.
- c. Tenant Insurance Requirements. All such Tenant insurance policies shall:
- i. be in such amounts and against such hazards and contingencies as Landlord shall reasonably desire for its own protection;
 - ii. name Landlord and Landlord's designee as an additional insured;
 - iii. provide that they shall not be canceled without thirty (30) days' prior written notice to Landlord and Landlord's designee;
 - iv. provide that such insurance shall be primary with respect to any policies carried by Tenant and that any coverage by Landlord shall be excess insurance;
 - v. be issued by an insurance company authorized to do business in the State of North Carolina and approved by Landlord with a policy holders rating of no less than "A" in the most current edition of Best's Insurance Reports; and
 - vi. contain a waiver of subrogation endorsement acceptable to Landlord.

- d. Evidence of Insurance. A copy or certificate of each insurance policy required of Tenant shall be delivered to Landlord prior to the Commencement Date and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy.
- e. Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waive any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Demised Premises or a part thereof, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause(s) which are insured against under the terms of the standard fire and extended coverage insurance policies referred to in this Section 13, regardless of cause or origin, including negligence of the other party hereto, its agents, officers, or employees. All Tenant insurance policies, if permitted under applicable law, shall contain a provision whereby the insurer waives prior to loss all rights of subrogation against Landlord and Tenant.
- f. Default Not Subject to Cure. A default by Tenant under the terms of this Section 13 shall be automatically deemed an event of default under this Lease which is not subject to any applicable notice requirement and/or cure period.

14. INDEMNIFICATION. Tenant indemnifies and holds Landlord, its members, partners, and Building manager, mortgagee, and all of their officers, employees and agents, harmless from and against all suits, actions, damages, liabilities and expenses (including reasonable attorneys' fees and court costs) in connection with all claims, costs, expenses, liabilities, damages (including, without limitation, bodily injury, death or property damage) arising from or out of any occurrence in, upon, at or from the Demised Premises due to the negligent acts or omissions of Tenant or its agents, employees or contractors.

Landlord indemnifies and holds Tenant, its members, partners, and all of their officers, employees and agents, harmless from and against all suits, actions, damages, liabilities and expenses (including reasonable attorneys' fees and court costs) in connection with all claims, costs, expenses, liabilities, damages (including, without limitation, bodily injury, death or property damage) arising from or out of any occurrence in, upon, at or from the Demised Premises due to the negligent acts or omissions of Landlord or its agents, employees or contractors.

15. DEFAULT AND REMEDIES.

- a. The following events or occurrences shall constitute events of default by Tenant:
 - i. Tenant's failure in the payment of any Base Rent, Operating Expense Rent, Additional Rent or other sum due hereunder when due and such failure continues for more than five (5) days following notice from Landlord; provided, however, if Landlord has given to Tenant two (2) nonpayment notices within any twelve (12) consecutive month period during the Lease Term, then Landlord shall not be required to give any further nonpayment notices within such twelve (12) month period;
 - ii. Tenant's failure to perform any covenant or condition of this Lease (including the Rules and Regulations) and such failure continues for more than thirty (30) days after written

notice, provided, however, that if such failure is of a nature that cannot reasonably be cured within such thirty (30) day period, an event of default shall not have occurred so long as Tenant has commenced such cure during such thirty (30) day period and diligently pursues the completion thereof within an additional period of time not to exceed thirty (30) days;

- iii. Tenant's voluntary assignment for the benefit of creditors; or
 - iv. Tenant's filing a petition for relief of any kind under the provisions of Title 11 of the United States Code, as amended (the "**Bankruptcy Code**") or an involuntary petition under the Bankruptcy Code is filed against Tenant or a receiver or trustee is appointed for Tenant's property.
- b. Upon the occurrence under this Lease of any event or events of default by Tenant, whether enumerated in Section 15.a or not, Landlord shall have the option to pursue any one or more of the following remedies: (i) terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord; (ii) terminate Tenant's right to occupy the Demised Premises and re-enter and take possession of the Demised Premises (without terminating this Lease); (iii) enter upon the Demised Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expense which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action; and (iv) exercise all other remedies and seek all damages available to Landlord at law or in equity, including, without limitation, injunctive relief of all varieties.

In the event of an elected termination of this Lease by Landlord, whether before or after reentry, Landlord may recover from Tenant damages, including the costs of recovering the Demised Premises, and Tenant shall remain liable to Landlord for the total Base Rent, Operating Expense Rent and Additional Rent which would have been payable by Tenant hereunder for the remainder of the Lease Term (which total Base Rent, Operating Expense Rent and Additional Rent may, at Landlord's election, be accelerated to be due and payable in full as of the event or events of default and recoverable as damages in a lump sum) less the rentals actually received from any reletting or, at Landlord's election, less the reasonable rental value of the Demised Premises for the remainder of the Lease Term.

In the event Landlord elects to re-enter or take possession of the Demised Premises after Tenant's default, Tenant hereby waives notice of such re-entry or repossession and of Landlord's intent to re-enter or retake possession. Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, expel or remove Tenant and any other person who may be occupying said Demised Premises or any part thereof. In addition, the provisions of Section 19 herein shall apply with respect to the period from and after the giving of notice of such termination to Tenant. All of Landlord's remedies under this Lease shall be cumulative and not exclusive. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or an election of remedies.

- c. If any amount owing to Landlord under this Lease is collected through an attorney, Tenant agrees to pay an additional amount equal to the amount of Landlord's reasonable attorneys' fees.
- d. Landlord shall be in default under this Lease in the event Landlord fails to cure any failure of Landlord to meet its obligations hereunder within thirty (30) days of receipt by Landlord of written notice from Tenant of such failure to perform (provided that if such failure cannot reasonably be cured within thirty (30) days, a default shall not be deemed to have occurred so long as Landlord continues to diligently pursue such cure). If Landlord fails to cure the nonperformance within such thirty (30) days (as may be extended as set forth above), Tenant may cure nonperformance on behalf of Landlord, and Landlord shall reimburse Tenant promptly upon demand for all actual out-of-pocket costs reasonably incurred in Tenant curing the nonperformance (together with interest thereon at the same rate as set forth in Subsection 6.c. above accruing from and after Tenant incurs such costs). Such reimbursement shall be paid within thirty (30) days following Tenant's demand therefor (accompanied by documentation evidencing the costs incurred by Tenant), failing which, Tenant may offset the amount owed to Tenant against subsequent installments of Rent until fully recovered. If Landlord in good faith disputes that Landlord is in default or that it has failed to cure a default, then Tenant may not offset the reimbursement amount against subsequent installments of Rent until the dispute is resolved by mutual agreement of the parties or by a court of competent jurisdiction. Notwithstanding the foregoing, in cases of a Landlord default which creates an emergency situation, Tenant may act under this Subsection 15.d. on lesser or no notice to Landlord, as may be reasonably necessary.

16. CASUALTY.

- a. In case of damage to or destruction of the Building or the Demised Premises by fire or otherwise, Landlord may terminate this Lease upon written notice to Tenant within three (3) months of Landlord's knowledge of such casualty and only if (i) such damage renders a material portion of the Demised Premises or the Property untenable and (ii) Landlord reasonably determines that restoration cannot, despite commercially reasonable efforts, be completed within two hundred seventy (270) days following the date of such casualty. Tenant shall have the right to terminate this Lease upon written notice to Landlord if: (i) the restoration is not substantially completed within the 270-day period; or (ii) the damage materially interferes with Tenant's ability to conduct business in the Demised Premises and Landlord does not commence restoration within 120 days after the casualty. In the event Landlord does not elect to terminate this Lease, after receipt of sufficient insurance proceeds, Landlord shall promptly and diligently proceed to restore, repair, replace, rebuild or alter the Demised Premises as nearly as practical with the insurance proceeds to the condition such Demised Premises were in immediately prior to such casualty (provided, however, Landlord shall not be obligated to restore any fixtures, equipment or other personal property of Tenant, except to the extent such items are covered by Landlord's insurance or required for building code compliance).
- b. All insurance proceeds shall be payable to Landlord. If Landlord does not elect to terminate this Lease, the proceeds received by Landlord on account of such damage or destruction, less the cost, if any, of such recovery, shall be applied by Landlord to the payment of the cost of such restoration, repair, replacement, rebuilding or alteration, (hereinafter referred

to as the “**Work**”), including expenditures made for temporary repairs or for the protection of property pending the completion of permanent restoration, repair, replacement, rebuilding or alteration to the Demised Premises. If the insurance proceeds in the hands of Landlord exceed the amount required to pay the cost of the Work, Landlord shall be entitled to retain such excess amount.

- c. Notwithstanding any provisions to the contrary in this Section 16:
 - i. Landlord shall not be required to rebuild the Demised Premises if Tenant is in default in the performance of any term in this Lease;
 - ii. Rent shall abate beginning on the date of the casualty for so long as the Work is being performed and in proportion to the damage to the Demised Premises;
 - iii. no restorations, repairs, replacements or alterations may be made except with the express approval and consent of Landlord; and
 - iv. if required by any mortgagee or beneficiary under a deed of trust on the Property, the insurance proceeds may be applied to the payment of such debt and this Lease shall thereafter be terminated.

17. EMINENT DOMAIN. Landlord may elect to terminate this Lease upon three (3) months’ written notice that all or a portion of the Demised Premises or the Property shall be taken by eminent domain or pursuant to other governmental authority. Tenant shall pay the Rent through the date of such termination. If Landlord does not elect to terminate this Lease, Landlord, after receipt of such condemnation award, shall repair and restore the Demised Premises as nearly as practical, with the condemnation award, to the condition of the Demised Premises immediately prior to such condemnation (provided, however, Landlord shall not be obligated to restore any fixtures, equipment or other personal property of Tenant). Tenant shall have no claim against any award for any such taking except for any separate award made to Tenant for moving expenses or trade fixtures if such award to Tenant does not diminish Landlord’s award.

18. SURRENDER.

- a. Upon expiration or earlier termination of this Lease, Tenant shall perform each of the following:
 - i. quit and surrender the Demised Premises to Landlord;
 - ii. remove from the Demised Premises all of Tenant’s PERSONAL property and repair any damage caused by such removal; and
 - iii. clean the Demised Premises and restore them to their original condition, ordinary wear and tear, Landlord’s obligations, and damages by casualty excepted.
- b. If Tenant fails to vacate the Demised Premises, upon the expiration or earlier termination of this Lease, then all such property shall conclusively be deemed abandoned and Landlord may remove and/or store Tenant’s property at Tenant’s expense without liability to Tenant for any loss or damage thereto. If Tenant does not claim and take delivery of any of

Tenant's property that remains on the Demised Premises or in storage for more than twenty (20) days after the termination or expiration of this Lease, as well as pay Landlord all amounts due under this Lease, including costs of removal and storage, Landlord may sell all or any portion of such property at a public or private sale after having given Tenant ten (10) days' prior written notice. Landlord may apply the proceeds of such sale to the costs of removal, storage and sale of the property, and then to payment of all amounts due Landlord under this Lease. Any amount remaining shall be paid to Tenant upon Tenant's written demand, without interest.

19. HOLDING OVER.

- a. Tenant shall have the right, upon not less than sixty (60) days' prior written notice to Landlord, to remain in occupancy of the Demised Premises following the end of the Lease Term on a month-to-month basis (the "**Permitted Holdover Term**"). The Permitted Holdover Term shall be on all of the terms and conditions of this Lease, except that (A) the monthly Base Rent payable by Tenant shall be equal to one hundred twenty five percent (125%) of the monthly Base Rent payable by Tenant immediately prior to the Permitted Holdover Term, and (B) either party may terminate the Permitted Holdover Term by written notice to the other party given not less than thirty (30) days prior to the effective date of termination of the Permitted Holdover Term. In the event of holding over by Tenant (x) beyond the expiration of the Lease Term without timely notice to Landlord of the Permitted Holdover Term, (y) following the end of the Permitted Holdover Term or (z) following the termination of Tenant's right of possession pursuant to Section 15, Tenant shall throughout the entire holdover period ("**Unauthorized Holdover Term**") pay rent equal to one hundred fifty percent (150%) of the Rent which would have been applicable had the Lease Term continued through such holding over by Tenant. If Tenant remains in possession of all or any part of the Demised Premises after the expiration of the Lease Term, with the express written consent of Landlord, (i) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (ii) such tenancy will not constitute a renewal or extension of the Lease Term for any further term; and (iii) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In such instance, such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease, including without limitation the Base Rent, Operating Expense Rent and Additional Rent provisions. Except as expressly provided above, nothing contained in this Section 19 shall be construed as consent by Landlord to any holding over of the Demised Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Demised Premises to Landlord upon the expiration or earlier termination of this Lease. Notwithstanding anything in this Lease to the contrary, if Tenant fails to surrender the Demised Premises upon the expiration or earlier termination of this Lease or at the end of the Permitted Holdover Term, as applicable, Tenant shall indemnify and hold Landlord harmless from all losses, damages, claims, liabilities, costs or expenses (including, without limitation, reasonable attorneys' fees) resulting therefrom (including, without limitation, with respect to (i) any claim made by any tenant based on or resulting from such failure to surrender and (ii) any claim made by Landlord relating to a lost opportunity with a prospective successor tenant in the Demised Premises).

- b. Notwithstanding anything to the contrary set forth herein, the Base Rent payable for any Unauthorized Holdover Term shall not exceed the amount permitted under the Stark Law (as defined in Section 35) as determined by Landlord. If any Unauthorized Holdover violates the Stark Law or the Anti-Kickback Law (as defined in Section 35), and as a result of such violation (i) Landlord or any affiliate of Landlord is denied any payment for healthcare or related services under Medicare or any other "Federal Health Care Program" (as defined in Section 35), or (ii) Landlord or any affiliate of Landlord voluntarily or involuntarily refunds any payment for healthcare or related services under Medicare or any other Federal Health Care Program, then in any such event, at Landlord's election, Tenant shall reimburse and pay to Landlord or such affiliate the amount of such denied or refunded payment.

20. SUBORDINATION. Tenant's interest under this Lease and in the Demised Premises is and shall remain subordinate to the lien of every present and future mortgage, deed of trust or other security instrument applicable to the Property and any extensions or renewals thereof, and to all advances made thereunder. This provision is self-operative. Upon Landlord's request, Tenant agrees to execute any additional documents as may be required by any third party to evidence this subordination. The parties hereby acknowledge and agree that any subordination of this Lease is conditioned upon the agreement that in the event of foreclosure, or any similar proceeding, of any mortgage encumbering the property upon which the Premises are located, or any conveyance in lieu of such foreclosure, which foreclosure or conveyance occurs prior to the expiration date of this Lease, including any extensions or renewals hereof, and so long as Tenant is not in default under any of the terms, covenants and conditions of this Lease beyond any applicable grace or cure period, Tenant shall not be disturbed in the quiet and peaceful possession of the Premises.

21. SALE BY LANDLORD. In the event Landlord sells or transfers the Property during the Lease Term, the purchaser shall purchase the Property subject to this Lease and Tenant hereby acknowledges that after such sale, Tenant shall look solely to such third party purchaser as Landlord under this Lease and Tenant agrees to attorn to such new owner as Tenant's landlord and to continue to perform all of Tenant's obligations under this Lease for such new owner. Landlord shall be released from the obligations hereunder, and Tenant's remedies for any breach of this Lease shall be solely against the new owner.

22. HAZARDOUS MATERIALS.

- a. Throughout the Lease Term, Tenant, its employees, agents, invitees, licensees or contractors, shall not cause, permit or allow any substances, chemicals, materials or pollutants (whether solid, liquid or gaseous and including, without limitation, any oil, gasoline, petroleum or petroleum by-products) which are toxic or hazardous or the manufacture, storage, transport or disposal of which is regulated, governed, restricted or prohibited by any federal, state or local agency or authority (collectively, the "**Hazardous Materials**") under any federal, state or local law, ordinance, rule or regulation related to the environment or health and safety matters, as amended from time to time (the "**Environmental Laws**"), to be handled, placed, stored, dumped, dispensed, released, discharged, deposited, manufactured, generated, treated, processed, used, transported or located on or about the Demised Premises without Landlord's prior written consent. Upon the expiration or earlier termination of this Lease, Tenant, at Tenant's expense, shall remove all Hazardous Materials from the Demised Premises.

- b. Tenant shall give Landlord immediate written notice of any problem, spill, discharge, threatened discharge or discovery of any Hazardous Materials on or about the Demised Premises or claim thereof. If such problem, spill, discharge, threatened discharge or discovery was caused by Tenant, its employees, agents, contractors, invitees or licensees, this notice shall include a description of measures proposed to be taken by Tenant to contain and/or remediate the release of Hazardous Materials and any resultant damage to or impact on property, persons and/or the environment (which term includes without limitation soil, surface water or groundwater) on, under or about the Demised Premises. Tenant shall not take any action without Landlord's written consent. Upon Landlord's approval and at Tenant's own expense, Tenant shall promptly take all steps necessary to clean up or remediate any release of Hazardous Materials, comply with all environmental laws and otherwise report and/or coordinate with Landlord and all appropriate governmental agencies.
- c. Tenant indemnifies, releases and holds Landlord harmless from and against all Liabilities suffered by, incurred by or assessed against Landlord, its agents or other representatives whether incurred as a result of legal action taken by any governmental entity or agency, taken by any private claimant, or taken by Landlord as a result of the presence, disturbance, discharge, release, removal or cleanup of any Hazardous Materials upon or under, on or off site, associated with or flowing or originating from the Demised Premises that resulted from the acts or omissions of Tenant or its employees, agents or contractors. Tenant's obligations and liabilities under this Section 22 shall survive the expiration of this Lease.
- d. The term "**Liabilities**" as used herein is hereby defined as any and all liabilities, expenses, demands, damages, punitive or exemplary damages, consequential damages, costs, cleanup costs, response costs, losses, causes of action, claims for relief, attorneys' and other legal fees, other professional fees, penalties, fines, assessments and charges.
- e. The obligations in this Section 22 shall survive the expiration or earlier termination of this Lease for the applicable statute of limitations.
- f. Landlord represents and warrants that, to its current, actual knowledge, no Hazardous Materials are present in or about the Premises.
- g. If, during the Term of the Lease, any Hazardous Materials are discovered in, on or about the Premises through scientific testing, and such Hazardous Materials do not arise out of any act or omission of Tenant or its employees, agents or contractors, and negatively impact Tenant's use and enjoyment of the Premises, and Landlord fails to commence remediation of such Hazardous Materials within ten (10) days of its receipt of written notice from Tenant of such Hazardous Materials, Tenant may either:
 - i. Terminate this Lease, without penalty, by giving thirty (30) days' written notice to Landlord; or
 - ii. Cause such remediation work to be performed, at Landlord's cost and expense. Upon the completion of the remediation work, Tenant shall furnish Landlord with a written statement of the cost and supporting documentation of the remediation work, and Landlord shall reimburse Tenant for such costs within thirty (30) days of Landlord's

receipt of Tenant's statement. Should Landlord fail to reimburse Tenant within the thirty (30) day period, then Tenant may, at its option, offset such amount against Base Rent.

- h. Landlord hereby agrees to indemnify and hold Tenant free and harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (excluding, without limitation, diminution in value of the Premises and the Building and consequential damages) that directly arise during or after the Term of this Lease as a result of any and all Hazardous Materials brought into, on or about the Demised Premises (except for Hazardous Materials within the Premises that result from the act or omission of Tenant) by Landlord or its contractors or agents. This indemnification by Landlord of Tenant includes, without limitation, any and all reasonable costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision thereof resulting by Landlord's breach of the covenants and obligations set forth in this section.

23. QUIET ENJOYMENT. Landlord agrees that Tenant, on paying the Rent and performing all the terms and conditions of this Lease, shall quietly have, hold and enjoy the Demised Premises for the Lease Term, subject to the terms hereof.

24. NON-LIABILITY OF LANDLORD. If Landlord shall fail to perform any covenant, term or condition of this Lease and fail to cure such default within thirty (30) days after written notice thereof is provided to Landlord by Tenant (unless such covenant, term or condition is incapable of being cured within said thirty (30) day period, in which event it shall not be deemed a default so long as Landlord is diligently and promptly pursuing the completion of same to Tenant's reasonable satisfaction), Tenant shall be entitled to bring a lawsuit against Landlord and seek a money judgment against Landlord and pursue any and all remedies available at law or in equity, including without limitation, injunctive relief and specific performance. Any judgment obtained by Tenant against Landlord shall be satisfied only out of the proceeds of any sale received upon execution of such judgment and levy thereon against the right, title and interest of Landlord in the Property. Notwithstanding the foregoing, nothing in this Section shall be construed to limit Tenant's right to seek equitable relief, including specific performance, or to recover actual damages directly caused by Landlord's willful misconduct or gross negligence. Any waiver of remedies by Tenant shall be strictly construed and shall not apply in cases of continuing or material breach.

25. LIENS. Tenant shall keep the Demised Premises and Tenant's leasehold estate free from any liens arising out of any work performed, material furnished or obligations incurred with respect to the Demised Premises. In the event any such lien is filed against the Demised Premises, Tenant shall cause such lien to be discharged by payment or bonding within thirty (30) days of the filing of the lien.

26. ENTRY. Landlord, its agents or representatives, may enter the Demised Premises at all reasonable times upon twenty-four (24) hours' notice; provided, however, that no such notice shall be required in the event of an emergency, for any purpose, including but not limited to exhibiting the Demised Premises to prospective buyers and tenants. In connection with any such entry, Landlord shall use commercially reasonable efforts to minimize any interference

with Tenant's business. Nothing herein shall waive, modify, or obviate Landlord's obligations pursuant to Section 35.

- 27. SIGNAGE.** Landlord shall provide signage on the Building lobby directory and at Tenant's door within the Building at Landlord's cost. All changes in signage during tenancy shall be the responsibility of Tenant, unless initiated by Landlord. All changes in signage shall conform to the standards established by Landlord for the Building and shall require the express written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed.
- 28. ESTOPPEL.** Tenant agrees that within fifteen (15) days of any demand therefor by Landlord, Tenant will execute and deliver to Landlord and/or Landlord's designee a recordable certificate in a form that is reasonably requested by Landlord (an "**Estoppel Certificate**") stating that this Lease is in full force and effect. Tenant acknowledges that any such Estoppel Certificate may be relied upon by any mortgagee or prospective purchaser of the Building or any interest therein. If Tenant fails to timely (i.e., within fifteen (15) days after receipt) execute and deliver the Estoppel Certificate or object in writing to the accuracy of any such Estoppel Certificate and such failure continues for more than ten (10) days following Tenant's receipt of written notice of such failure from Landlord (which written notice shall state in bold, capitalized, and conspicuous letters "FAILURE TO RESPOND MAY RESULT IN DEEMED ADMISSION OF MATTERS"), then the Estoppel Certificate submitted to Tenant shall (a) constitute an admission of the accuracy of the Estoppel Certificate, (b) constitute conclusively against Tenant that this Lease is in full force and effect, has not been modified except as represented by Landlord, there are no uncured defaults in Landlord's performance, Tenant has no right of offset, counterclaim or deduction against Rent, no Rent has been paid earlier than the due date(s) in question, and all other items in the Estoppel Certificate are true, and (c) constitute an appointment of Landlord as Tenant's special attorney-in-fact for the limited purpose of executing and delivering the Estoppel Certificate to Landlord or Landlord's designee (after which execution and delivery, such appointment shall be automatically revoked).
- 29. RIGHT OF RELOCATION.** At any time after the date of this Lease and continuing throughout the Lease Term, Landlord shall be entitled, upon not less than forty-five (45) days' written notice to Tenant, to cause Tenant to relocate from the Demised Premises to another space similar in size (a "**Relocation Space**") within the Building, provided however, (i) Landlord shall not be entitled to relocate Tenant during the first or last year of the Term and (ii) in no event shall Tenant's Rent increase due to such relocation. Landlord or any third party tenant replacing Tenant in the Demised Premises shall (i) pay all out-of-pocket expenses reasonably incurred by Tenant and paid to professional movers in physically packing and moving Tenant's personal property and equipment to the Relocation Space, (ii) furnish the Relocation Space with upfitting improvements comparable (or at Landlord's option, better) in quality than those in the Demised Premises, and (iii) pay all reasonable expenses for Tenant's new stationery and business cards. Such a relocation shall not terminate or otherwise affect or modify this Lease, except that (a) from and after the date of such relocation, "**Demised Premises**" shall refer to the Relocation Space into which Tenant has been moved, rather than the original Demised Premises as herein defined and (b) all rights and options of Tenant hereunder, if any, to expand or contract the Demised Premises and any right(s) of first refusal, first offer or first option hereunder in favor of Tenant shall automatically terminate upon the receipt by Tenant of the notice indicating Landlord's intent to relocate Tenant from the

Demised Premises to the Relocation Space, unless Landlord specifically agrees in writing that such rights and options shall continue.

30. SECURITY DEPOSIT. [INTENTIONALLY OMITTED].

31. WAIVER OF LANDLORD'S LIEN. Notwithstanding anything to the contrary contained in this Lease, Landlord shall have no lien (whether contractual, statutory, or otherwise) on, or security interest in, any of Tenant's personal property (including furniture, trade fixtures, and equipment) located in, on or about the Demised Premises or the Building, and Landlord hereby expressly waives and releases any such lien or security interest it may have in any of Tenant's property.

32. NOTICES. All notices and other communications hereunder will be in writing and may be given by personal delivery, reputable express courier, registered or certified mail (return receipt requested). Without limiting the generality of the foregoing, Tenant is hereby specifically informed that, and acknowledges that, all communications concerning disputed debts are to be sent to the notice address listed in subsection b. below. Any such notice hereunder will be deemed effective when received if it is given by personal delivery, reputable express courier, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the United States addresses set forth below (or at such other domestic address for a party as will be specified by like notice):

a. If to Tenant:

Community Home Care of Vance County, LLC
c/o Gentiva
Real Estate Dept.
3350 Riverwood Pkwy., Suite 1400
Atlanta, GA 30339
678-449-0446
RealEstate@GentivaHS.com

b. If to Landlord, to:

Flagship 1899 Tate SE Hickory, LLC
c/o Flagship Healthcare Properties, LLC
2701 Coltsgate Road, Suite 300
Charlotte, North Carolina 28211
Attention: Asset Manager
Email: rex@flagshiphp.com

c. If Landlord has requested that Tenant pay Rent via check, then to:

Flagship 1899 Tate SE Hickory, LLC
c/o Flagship Healthcare Properties, LLC
2701 Coltsgate Road, Suite 300
Charlotte, North Carolina 28211

33. RULES AND REGULATIONS. The Rules and Regulations (hereinafter called the “**Rules and Regulations**”) heretofore adopted by Landlord for the Building are attached hereto as **Exhibit D** and incorporated herein by reference. Tenant agrees to abide by and conform to the provisions of said Rules and Regulations and such further rules and regulations as Landlord may make or adopt from time to time for the care, protection and benefit of the Building and for the general comfort and welfare of all occupants and tenants of the Building, provided Tenant receives a copy of said rules and regulations. Landlord shall use reasonable efforts to ensure that the Rules and Regulations are applied uniformly against all occupants and tenants of the Building; however, Landlord shall have no responsibility or liability to Tenant for any non-conformance by any other tenant or tenants of the Building to any requirement of said Rules and Regulations.

34. FINANCIAL STATEMENTS. During the Lease Term, including all extensions thereto, Tenant hereby agrees to promptly provide, upon request of the Landlord, no more than one (1) time in any calendar year, financial statements no greater than twelve (12) months old of Tenant’s parent company; provided, however, Landlord may only request Tenant’s financial statements in the event that (i) Landlord intends to sell or refinance the Building and the same are requested by the prospective purchaser or lender, as applicable, or (ii) Tenant is in default under this Lease beyond any applicable notice and cure period.

35. REGULATORY MATTERS.

- a. Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute and regulations, as amended (the “**Anti-Kickback Law**”), and Section 1877 of the Social Security Act, as amended and the regulations promulgated thereunder (the “**Stark Law**”). Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other.
- b. If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, then Landlord and Tenant agree to negotiate in good faith for a period of three (3) months to modify the terms of this Lease to comply with applicable law. Should the parties hereto fail to agree upon modified terms to this Lease within this time, either Landlord or Tenant may immediately terminate this Lease by giving written notice to the other party.
- c. Tenant represents and warrants to Landlord that Tenant (i) is not currently excluded, debarred or otherwise ineligible to participate in Medicare or any federal health care program under sections 1128 and 1128A of the Social Security Act, as amended or as defined in 42 U.S.C. § 1320a-7b(f), as amended (the “**Federal Health Care Programs**”); (ii) has not been convicted of a criminal offense related to the provision of healthcare items

or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in any Federal Health Care Program; and (iii) is not under investigation or otherwise aware of any circumstances which may result in Tenant's being excluded from participation in any Federal Health Care Program. The foregoing representation shall be an ongoing representation and warranty during the Lease Term of this Lease and Tenant shall immediately notify Landlord of any change in the status of the representation and warranty set forth in this Section. Landlord shall have the right to immediately terminate this Lease in the event the representation and warranty set forth in this Section is or becomes untrue at any time.

- d. Landlord represents and warrants to Tenant that Landlord (i) is not currently excluded, debarred or otherwise ineligible to participate in Medicare or any federal health care program under sections 1128 and 1128A of the Social Security Act, as amended or as defined in 42 U.S.C. § 1320a-7b(f), as amended (the "Federal Health Care Programs"); (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in any Federal Health Care Program; and (iii) is not under investigation or otherwise aware of any circumstances which may result in Landlord's being excluded from participation in any Federal Health Care Program. The foregoing representation shall be an ongoing representation and warranty during the Lease Term of this Lease and Landlord shall immediately notify Tenant of any change in the status of the representation and warranty set forth in this Section. Tenant shall have the right to immediately terminate this Lease in the event the representation and warranty set forth in this Section is or becomes untrue at any time.
- e. For purposes of this Section of this Lease, "**Protected Health Information**", or "**PHI**", shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "**Privacy Standards**"), as promulgated by the Department of Health and Human Services ("**HHS**") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), as amended from time to time. Tenant agrees to reasonably safeguard PHI from any intentional or unintentional disclosure in violation of the Privacy Standards by implementing appropriate administrative, technical and physical safeguards to protect the privacy of PHI. Tenant further agrees to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Landlord, its subcontractors and agents. The parties agree that neither the Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed by Tenant or its agents to Landlord, its contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI. The parties agree that the foregoing does not create, and is not intended to create, a "Business Associate" relationship between the parties as that term is defined by the Privacy Standards.
- f. If the Stark Law applies to this Lease and there are any other contracts or agreements between Landlord and Tenant (or any "immediate family member" (as defined by the Stark

Law) of Tenant), then Landlord shall include this Lease and such other agreements and contracts on Landlord's centrally maintained and updated master list of contracts. Such list of contracts is and shall be available for review by the Secretary of the U.S. Department of Health and Human Services upon request.

- g. Books and Records. The parties intend this Lease to comply with Section 1861(v)(1)(I) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated at 42 C.F.R. Part 420 in implementation thereof, and to the extent necessary, the parties agree to make available to the Comptroller General of the United States ("Comptroller General"), the Secretary of the Department of Health and Human Services ("Secretary") and their duly authorized representatives, for four (4) years after the latest furnishing of services pursuant to this Lease, access to the books, documents and records and such other information as may be required by the Comptroller General or Secretary to verify the nature and extent of the costs of services provided by each party, respectively. If either party, upon the approval of the other party, carries out the duties of this Lease through a subcontract worth \$10,000.00 or more over a twelve (12) month period with a related organization, then 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. For the avoidance of doubt, "related organization" means an organization related to the party entering into the subcontract in question by control or common ownership, as defined in the regulations referenced above.

36. USA PATRIOT ACT AND ANTI-TERRORISM LAWS.

- a. Tenant represents and warrants to, and covenants with, Landlord that (i) neither Tenant nor any of its owners or affiliates currently are, or shall be at any time during the Lease Term, in violation of any laws relating to terrorism or money laundering (collectively, the "**Anti-Terrorism Laws**"), including, without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") related to Specially Designated Nationals and Blocked Persons ("**SDN**") ("**OFAC Regulations**"), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "**USA Patriot Act**"); (ii) neither Tenant nor any of its owners, affiliates, investors, officers, directors, employees, vendors, subcontractors or agents is or shall be during the Lease Term a "Prohibited Person," which is defined as follows: (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as an SDN on the then-most current list published by OFAC at its official website or at any replacement website or other replacement official publication of such list, and (2) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) Tenant has taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such laws.
- b. Tenant hereby agrees to indemnify and hold harmless Landlord, its officers, directors, agents and employees, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees [determined without regard

to any statutory presumption] and costs) arising from or related to any breach of the foregoing representations, warranties and covenants set forth in Section 36.a. Landlord hereby agrees to indemnify, and hold harmless Tenant, its officers, directors, agents and employees, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees [determined without regard to any statutory presumption] and costs) arising from or related to any breach of the foregoing representations, warranties and covenants set forth in Section 36.a

- c. At any time and from time-to-time during the Lease Term, Tenant shall deliver to Landlord, within ten (10) days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Landlord evidencing and confirming Tenant's compliance with this Section 36.

37. SECURITY MEASURES. Tenant acknowledges that: (a) the Base Rent does not include the cost of any security measures for any portion of the Building, (b) Landlord has no obligation to provide any security measures, (c) Landlord has made no representation regarding the safety or security of the Building, and (d) Tenant will be solely responsible for providing any security it deems necessary to protect itself, its property, and its invitees in, on, or about the Building, Land and Demised Premises. If Landlord provides any security measures at any time, their cost shall be included in Operating Expenses, but Landlord will not be obligated to continue providing security for any time, Landlord may discontinue such service without notice and liability to Tenant, and Landlord will not be obligated to provide such measures with any particular standard of care. Tenant assumes all responsibility for the Tenant's security, safety, property, and invitees. Tenant releases Landlord from all claims for damage, loss, or injury to Tenant, its invitees, and/or to the personal property of Tenant and/or its invitees, even if such damage, loss, or injury is caused by or results from the criminal or negligent acts of third parties. Landlord shall have no duty to warn Tenant of any criminal acts or dangerous conduct that has occurred in or near the Building, regardless of Landlord's knowledge of such crimes or conduct.

38. GUARANTY. [INTENTIONALLY OMITTED].

39. RENEWAL OPTION.

- a. Renewal Notice. Provided that (a) this Lease is in full force and effect as of the date of the Renewal Notice (as defined below) and as of the then-scheduled expiration of the Lease Term; (b) there shall not then be existing an event of default under the Lease beyond any applicable notice and cure period; and (c) Tenant shall not have previously assigned this Lease or subleased any or all of the Demised Premises, Permitted Transfers excepted, Tenant shall have option to extend the Lease Term for the entire Demised Premises (the "**Renewal Option**") for a period of five (5) years (the "**Renewal Term**") commencing on the date immediately following the expiration of the initial Lease Term. Tenant may exercise the Renewal Option by delivering written notice (the "**Renewal Notice**") to Landlord not less than six (6) months prior to, but not earlier than twelve (12) months prior to (time being of the essence), the expiration of the initial Lease Term. The Renewal Term, if properly exercised by Tenant as set forth herein, shall constitute an extension of the Lease Term and shall be upon all of the same terms and conditions then in effect under this Lease, except that (i) there shall be no further option to renew or extend the Lease Term and (ii)

Tenant shall not be entitled to any upfit allowance absent Landlord's express, written consent. During the Renewal Term, Tenant shall continue to pay Tenant's Pro Rata Share of Operating Expenses without interruption.

- b. Rent During Renewal Term. If Tenant shall duly and timely provide the Renewal Notice, then the Base Rent for the first year of the Renewal Term shall be equal to one hundred three percent (103%) of the prior year's Base Rent, as previously adjusted, and shall thereafter increase annually by the Base Rent Increase.
 - c. Amendment to Lease. Upon request by Landlord or Tenant following the commencement date for the Renewal Term, Landlord and Tenant will mutually execute, acknowledge and deliver an amendment to the Lease setting forth the Base Rent for the Renewal Term, the Renewal Term commencement date and the new expiration date of the Lease Term. The failure of either party to execute and deliver such an amendment shall not affect the rights or the parties under the Lease. If Tenant shall duly and timely exercise Tenant's right to extend the Lease Term for the Renewal Term pursuant to the terms hereof, all of the applicable references in the Lease to the Lease Term shall be deemed to include the Renewal Term.
 - d. Termination of Renewal Option. Tenant's right to extend the Lease Term for the Renewal Term shall automatically terminate and become null, void and of no force and effect upon the earlier to occur of (a) the expiration or termination of the Lease by Landlord or pursuant to law, (b) the termination or surrender of Tenant's right to possession of the Demised Premises or any portion thereof, or (c) the failure of Tenant to timely and properly deliver the Renewal Notice.
- 40. EXCLUSIVE USE.** Provided (i) this Lease is in effect, (ii) no event of default has occurred under this Lease beyond the applicable notice and cure period, (iii) home health and hospice care (the "**Exclusive Use**") is the primary area of Tenant's practice at the Demised Premises, and (iv) Landlord is permitted to do so pursuant to applicable law, then, except for Tenant, Landlord and its successors and assigns will not allow the use or sublease of space in the Building for a business that provides home health or hospice care services. If any breach of this Section 40 shall occur solely as a result of any action taken by another tenant or occupant of the Building in violation of such tenant's or occupant's lease with Landlord (a "**Rogue Tenant**"), or if Landlord enters into a lease with another tenant that violates the Exclusive Use, then Landlord shall use commercially reasonable efforts to enforce the above-described Exclusive Use against such Rogue Tenant or other tenant.

If Landlord breaches the foregoing covenant, Tenant shall notify Landlord in writing of such breach and after giving Landlord a ninety (90) day notice and cure right, Tenant may (1) abate Base Rent by fifty percent (50%) during the period of time Landlord fails to take reasonable action to enforce the provisions of this section, or (2) seek injunctive relief to enforce this covenant.

41. MISCELLANEOUS.

- a. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent due shall be deemed to be other than on account

of the amount due and no endorsement or statement on any check or payment of Rent shall be deemed an accord and satisfaction.

- b. Attorney's Fees. If any action is taken to enforce any provision of this Lease, Landlord shall be entitled to recover from Tenant its reasonable attorneys' fees and all costs incurred in such enforcement.
- c. Trial by Jury. To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of occupancy of the Demised Premises, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of any rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings, except for compulsory counterclaims. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by Tenant.
- d. Authority. Each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, limited liability company, or partnership, as the case may be, that Tenant has and is qualified to do business in the State where the Demised Premises are located, that Tenant has full right and authority to enter into this Lease and that each and all of the persons signing on behalf of Tenant were authorized to do so. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord regarding the foregoing representations.
- e. Brokers. Landlord and Tenant each represents and warrants to the other that it has not dealt with any real estate agent or broker in connection with this transaction other than Flagship Healthcare Properties, LLC ("**Landlord's Broker**") and Swearingen Realty Group, LLC ("**Tenant's Broker**"). Landlord shall cause any commission due to Landlord's Broker to be paid by Landlord pursuant to a separate written agreement between Landlord and Landlord's Broker (the parties acknowledging that any commission due to Tenant's Broker shall be paid by Landlord's Broker pursuant to a separate written agreement between Landlord's Broker and Tenant's Broker). Landlord and Tenant each hereby indemnifies and saves the other harmless from and against all loss, cost and expense incurred by reason of its breach of the representation or warranty set forth above in this paragraph.
- f. Counterparts. This Lease may be executed in two (2) or more counterparts with all being deemed collectively as one (1) lease. Furthermore, the parties agree that (i) this Lease may be transmitted between them by electronic mail, (ii) this Lease may be executed by electronic mail signatures, and (iii) electronic mail signatures shall have the effect of original signatures relative to this Lease.
- g. Cumulative Remedies. All remedies of Landlord created under this Lease or remedies otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other.

- h. Entire Agreement. This Lease represents the entire agreement between the parties and all prior and contemporaneous discussions and documents are superseded by this Lease. Any statement or representation not contained herein shall not be binding on either party. All subsequent amendments hereto must be in writing and signed by the parties hereto.
- i. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, as the case may be, other than the payment of Rent or fulfillment of any other monetary obligation, said party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God or nature, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the reasonable control of said party.
- j. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of laws.
- k. Invalidity. The invalidity or unenforceability of any term herein shall not affect the validity or enforceability of any other term.
- l. Memorandum. Tenant shall not record or file this Lease (or any memorandum hereof) in the public records of any county or state.
- m. Non-Waiver. No right or remedy under this Lease shall be waived unless the waiver is in writing and signed by the party claimed to have made the waiver, and such waiver shall not be interpreted as a continuing waiver.
- n. Successors and Assigns. This Lease shall be binding upon the parties hereto and their respective successors and permitted assigns.
- o. TIME. TIME IS OF THE ESSENCE IN EACH AND EVERY PROVISION REGARDING TENANT'S PERFORMANCE UNDER THIS LEASE.
- p. Identity of Interests. The execution of this Lease or performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Landlord and Tenant the relationship of principal and agent or of partnership or joint venture, and the relationship between them shall be that only of lessor and lessee or landlord and tenant.
- q. Parking. During the Term of this Lease, Landlord will make available to Tenant a minimum of four (4) parking spots per thousand square feet of rented space, of which Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord represents, warrants, and covenants that at all times during the Term, it will provide parking to Tenant adequate to comply with all applicable zoning requirements. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and

employees. There will be no additional charges for parking. If card access is required, Landlord shall provide cards at Landlord's expense.

42. EFFECT OF DELIVERY. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or option. This Lease shall not be effective until a copy executed by both Landlord and Tenant is delivered to and accepted by Landlord.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first written above.

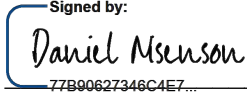
LANDLORD:

FLAGSHIP 1899 TATE SE HICKORY, LLC,
a North Carolina limited liability company

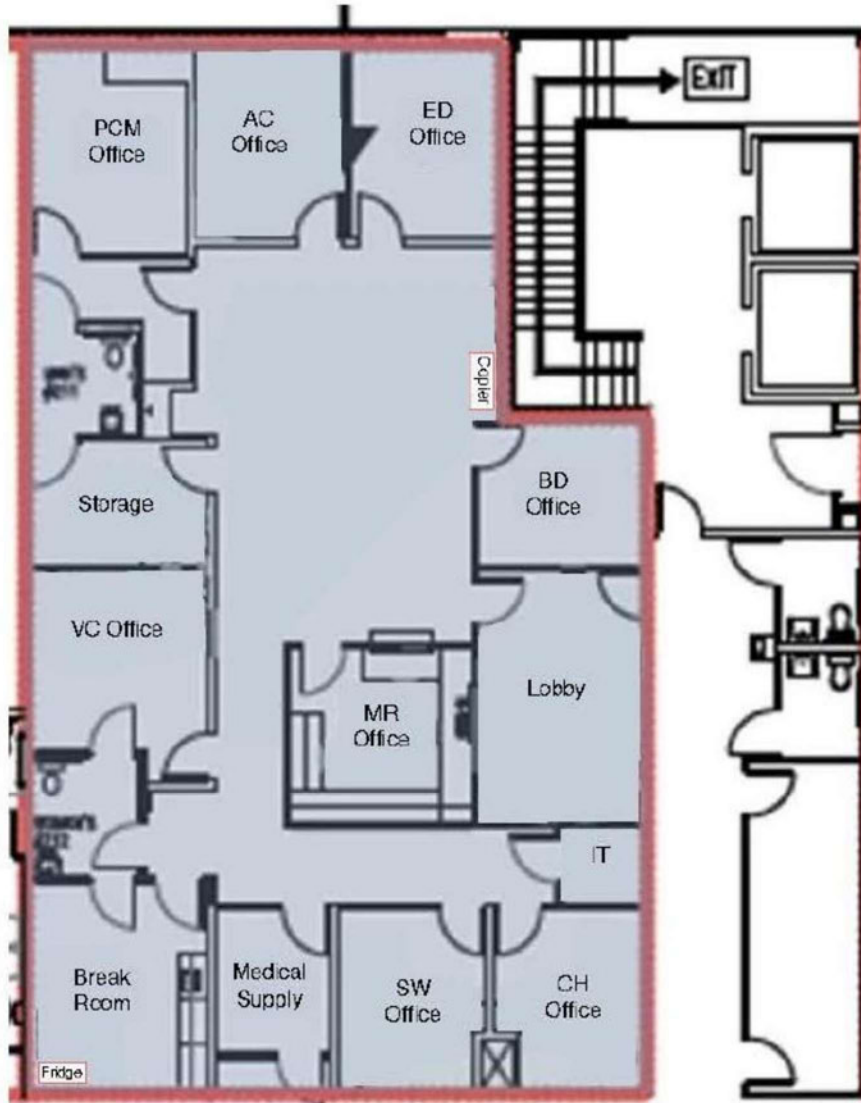
By: _____
Rex Noble, Authorized Signatory

TENANT:

COMMUNITY HOME CARE OF VANCE
COUNTY, LLC,
a Delaware limited liability company

By:  _____
Name: Daniel Nisenson _____
Title: Corporate Counsel _____

**EXHIBIT A
DEPICTION OF DEMISED PREMISES**



1899 Tate Blvd SE, Suite 2109, Hickory, NC 28602
After Work Floor Plan

**EXHIBIT B
FORM OF COMMENCEMENT AGREEMENT**

COMMENCEMENT AGREEMENT

This Commencement Agreement is made this the ____ day of _____, 2025 by and between FLAGSHIP 1899 TATE SE HICKORY, LLC, a North Carolina limited liability company (“**Landlord**”), and COMMUNITY HOME CARE OF VANCE COUNTY, LLC, a Delaware limited liability company (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated the ____ day of August, 2025 (the “**Lease Agreement**”) for two thousand eight hundred twenty nine (2,829) rentable square feet of space commonly known as Suite 2109 (the “**Demised Premises**”) in the building located at 1899 Tate Boulevard, S.E. in Hickory, North Carolina 28602; and

WHEREAS, the Lease Agreement provided for the execution of a Commencement Agreement establishing, among other things, the actual commencement date of the Lease Term. Terms defined in the Lease Agreement and not otherwise defined herein are used herein with the meanings set forth in the Lease Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

The Commencement Date is: _____.

The Rentable Area of Demised Premises is: 2,829 square feet.

The Tenant’s Pro Rata Share is: _____%.

The Termination Date is: _____.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have executed this Commencement Agreement the day and year first written above.

LANDLORD:

FLAGSHIP 1899 TATE SE HICKORY, LLC,
a North Carolina limited liability company

By: _____
Rex Noble, Authorized Signatory

TENANT:

COMMUNITY HOME CARE OF VANCE
COUNTY, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT C CONSTRUCTION OF IMPROVEMENTS

1. Preparation and Acceptance of Plans. Landlord shall have its architect prepare the draft Plans for Tenant's review and approval. Tenant shall review the draft Plans and shall notify Landlord in writing within ten (10) business days after Tenant's receipt of same as to whether Tenant accepts the Plans; and if Tenant does not accept the draft Plans, such written notice from Tenant to Landlord shall provide Tenant's specific and reasonably detailed comments and suggestions which, if incorporated in the Plans, would render the Plans acceptable to Tenant. Landlord and Tenant shall cooperate with one another in good faith to reach agreement regarding the Plans as soon as practicable. Landlord shall use commercially reasonable efforts to cause its architect to act expeditiously with respect to any revisions to the Plans. In the event Landlord and Tenant are unable to reach agreement regarding the Plans within thirty (30) days after the date on which Landlord initially delivers the draft Plans to Tenant pursuant to this Paragraph 1, then until such time as Landlord and Tenant succeed in reaching agreement relative to the Plans, Landlord have the right, at its sole option, to terminate this Lease. Upon Landlord and Tenant reaching agreement on the Plans, a true and complete copy of the Plans will be attached hereto as Exhibit C-1.

2. Plans Costs. Tenant shall be responsible for the costs incurred by Landlord in connection with the preparation of Plans; provided, however, that Tenant may use a portion of the Upfit Allowance to pay for such costs.

3. Construction of Improvements. Landlord shall commence construction of the Improvements within a reasonable period of time after mutual approval of the Plans as aforesaid and shall construct the Improvements to completion, using due diligence, in accordance with the Plans. Tenant shall have the right to occupy the Demised Premises after the Improvements are Substantially Completed. Landlord shall notify Tenant in writing (the "**Completion Notice**") at least fifteen (15) days prior to the date upon which the Improvements will be Substantially Completed. The Completion Notice shall state the date upon which the Improvements will be Substantially Completed and that the Demised Premises will be available for occupancy by Tenant upon such date. Upon receipt of the Completion Notice, Tenant shall be provided access to the Demised Premises for the purpose of installing its furniture, fixtures and equipment; provided, however, Tenant shall not interfere with Landlord's completion of the Improvements. In addition, Tenant's vendors may, at Tenant's cost, install cabling and connections to Tenant's data network to allow for access to Tenant's information technology systems. Tenant's vendors shall not interfere with Landlord's completion of the Improvements. If the Demised Premises have been Substantially Completed, the failure of Tenant to sign a Commencement Agreement shall not postpone or delay the Commencement Date of this Lease or Tenant's obligation to pay Rent hereunder. On or prior to the date upon which the Improvements are Substantially Completed, Landlord shall furnish to Tenant the following:
 - i. A certificate by Landlord's architect certifying that the Demised Premises have been substantially completed in accordance with the Plans;
 - ii. A temporary or permanent certificate of occupancy issued for the Demised Premises if required; and

iii. A proposed Commencement Agreement.

Upon receipt of the Completion Notice and the items set forth above, Tenant will execute the Commencement Agreement and return it to Landlord in recordable form. Landlord may record the Commencement Agreement in the office of the Register of Deeds of the county in which the Demised Premises are located. Tenant shall have the right to inspect the Demised Premises prior to the date of delivery of possession and, in cooperation with Landlord, prepare a "punch list" setting forth any work which has not been done in accordance with the Plans. Within thirty (30) days after receipt of the punch list, Landlord shall correct, or have undertaken to correct, all items described therein to the reasonable satisfaction of Tenant. Existence of a punch list or punch list items shall not delay the Commencement Date nor the Tenant's obligations to pay Rent and other sums due under this Lease.

4. Upfit Allowance. Provided that Tenant is not then in default of this Lease beyond any applicable notice and cure period, Tenant shall be entitled to apply the remaining Upfit Allowance toward the costs (including without limitation all soft and hard construction costs) incurred by Landlord in connection with construction of the Improvements; provided, however, Landlord shall be entitled to deduct from the Upfit Allowance a fee equal to five percent (5.0%) of the costs of constructing the Improvements to compensate Landlord for costs and expenses incurred by Landlord in managing and supervising the construction and installation of the Improvements. For avoidance of doubt, the Upfit Allowance shall not be available for the purpose of purchasing trade fixtures, furnishings, equipment or any other items which are not constructed by Landlord as part of the Improvements. To the extent that funds remain available in the Upfit Allowance following the distributions to Tenant contemplated above in this Paragraph 4, Landlord shall be entitled to retain all such remaining funds.

Tenant shall be responsible for bearing and paying all costs and expenses incurred in connection with the construction of the Improvements ("**Tenant's Costs**"), subject to the remaining Upfit Allowance. Tenant shall pay to Landlord, prior to the commencement of construction of the Improvements, an amount (if any) equal to the Improvements Overage, as then-estimated by Landlord. After the Improvements have been Substantially Completed, Landlord shall prepare and submit to Tenant a final accounting of Tenant's Costs along with supporting documentation, and Tenant shall pay to Landlord the entire unpaid balance (if any) of the actual Tenant's Costs in excess of the remaining Upfit Allowance, based on the final costs to Landlord; and if the amounts previously paid by Tenant exceed the actual Tenant's Costs in excess of the remaining Upfit Allowance, Landlord shall promptly reimburse such excess to Tenant.

The Tenant's Costs payable by Tenant hereunder shall constitute Additional Rent due hereunder at the time specified herein, and failure to make any such payment when due shall constitute a default of Tenant under this Lease.

5. Change Orders. If Tenant requests a change to the Improvements, such change shall be subject to Landlord's consent. If Landlord approves the requested change, then Landlord shall proceed with reasonable diligence to have prepared and submitted to Tenant (i) modified Plans based on the proposed change(s) requested by Tenant, (ii) any change in the Target Commencement Date that will be caused by the proposed change(s) requested by Tenant, and (iii) an estimate of the increase in Tenant's Costs based on the proposed change(s) requested by Tenant. Within five (5) days following

delivery to Tenant of such information, Tenant shall either (1) approve the applicable change(s) or (2) disapprove the change(s) (with Tenant being deemed to select option (2) if Tenant fails to respond within such five (5) day period). If Tenant and Landlord approve the change order as set forth above, Landlord shall cause the change(s) to be performed. No change in the Plans shall be made except pursuant to a change order effectuated pursuant to this Paragraph 5. Any extension in the performance and completion of the Improvements set forth in a change order requested by Tenant shall extend the Commencement Date, Tenant shall pay full Rent under this Lease commencing on the date that the Commencement Date would have occurred but for such extension. Further, to the extent that any change order effectuated pursuant to this Paragraph 5 results in an increase to the estimated costs of the Improvements, Tenant shall promptly deliver to Landlord a sum equal to such estimated increase.

6. Time of Essence. Time is of the essence with respect to all time periods mentioned in or established in accordance with this Exhibit C.

EXHIBIT C-1 PLANS

1899 Tate Blvd SE, Suite 2109, Hickory, NC 28602

Ref: Space Plan and Finish Schedule

Landlord at its sole cost and expense shall complete the following improvements per attached space plan and Tenant specifications.

Construction

(1) See Space Plan (Schedule 1) for construction needs, all demising walls should go to the deck, if any new rooms are built add the proper supply/return vents, repair all walls ceilings and floor affected by construction, landlord/GC to pull all required permits

IT Room

- (1) Please get this done as soon as possible, let Jimmy Smith know when it is done
- (2) In the area identified as IT on the Space Plan (Schedule 1) install a 20 AMP dedicated quad outlet using NEMA 5-20R receptacles at 50" AFF
- (3) Install a ¾" plywood backer board (48"X48") at 46" AFF (Tenant uses a wall mounted rack)
- (4) Install a 6" telecom style ground buss at top center on the new backer board grounded to building steel
- (5) Provide a clear path for the tenant's Tele/Data cable from the landlord's main point of entry (a remote electrical closet outside of the tenant's suite and controlled by the landlord) to the point directly above the backer board in tenant's suite. Can be open ceiling plenum or 2" conduit (**Need a clear path to bring in Telephone Lines, AT&T Circuit and Broadband from wherever the circuits come into the building. If they are installed in boxes on the outside of the building, then we need to have a conduit to bring them in. If they are inside the building in a room, we just need a clear path either above ceiling or conduit. Recommend 2" conduit when conduit is used.**)

Break Room

- (1) Add power above the countertop for microwave and coffee maker if not existing
- (2) Add waterline with shutoff and dedicated outlet for refrigerator if not existing

Interior Finishes

- (1) Repair all wall, door, and baseboard damage, touch up paint throughout as needed
- (2) Professionally clean space including ceiling light fixtures, blinds, flooring, base boards etc.
- (3) Replace stained and damaged ceiling tiles to match existing
- (4) Window blinds – clean all blinds, replace any damaged window coverings

Electrical

- (1) Relamp ceiling light fixtures as needed
- (2) Make sure lighting is adequate for the space
- (3) Install additional duplex receptacles as needed to facilitate furniture placement
- (4) Install 120v 15amp dedicated receptacle for copy machine, tenant to provide location

Hardware

- (1) All office, storage, IT, medical supply, and suite entry doors shall have key locks. All keyed separately and to a master. Provide 2 master keys
- (2) Install keypad lock on side entry door – for narrow door frames us Alarm Lock DL1200 Trilogy Digital Lock with Lever Set

HVAC

- (1) HVAC system – to be serviced prior to occupancy. Replace filters
- (2) Air distribution – to be modified/adjusted to provide proper, uniform, and adequate air

END OF SCOPE

Please refer any Tenant related questions to:

Jimmy Smith

Project Manager, Real Estate

Gentiva

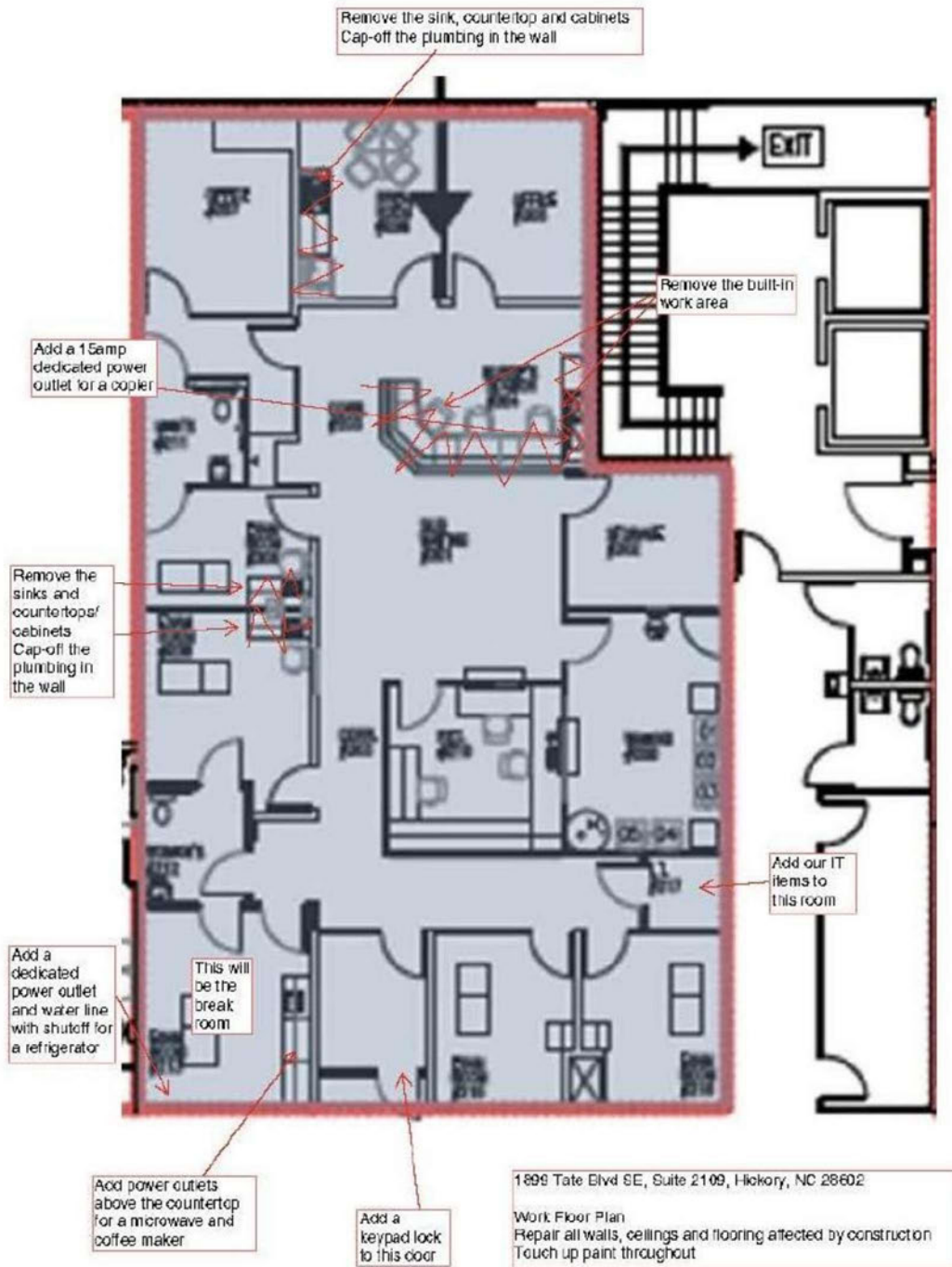
3350 Riverwood Parkway Suite 1200

Atlanta, GA 30339

Mobile: 678-906-8689

james.smith@gentivahs.com

SCHEDULE 1



Simplex Lock L1041



Provides exterior access by combination while allowing free egress
Numeric Keypad is Vandal resistant with solid metal pushbuttons
No Battery: Fully mechanical lock eliminates the material and labor expense of battery replacements

Easy-to-manage single access code for all users
Lock is easily programmed via keypad without removing lock from the door
Locking Device: Cylindrical latch with 3-hour UL/ULC fire rating on "A" labeled doors
Factory-handed. Not field reversible. Right Hand or Right Hand Reverse
Operation Modes are Pushbutton Access, Passage (select models), and Privacy (select models)
Passage (select models) allows access without using the lock entry code. Feature activated from the inside with a thumb turn or key (included with all passage feature models)

2-3/4 in. backset

1/2 in. Throw Latch with Floating Face Plate

Minimum Stile Recommended: 5 in.

SFIC Best and Equivalents (6 or 7-pin length) Core not included

ASA strike plate

Accessibility Standard: Americans with Disabilities Act (ADA); fixed ADA-compliant levers

Door Thickness: 1-3/8 in. to 2-1/4 in.

Durability: D.O.D. Compliant 5220.22M for supplemental access control. Weather resistant

Fire Rating: 3-hour UL/ULC fire rating for "A" labeled doors

Supplied with the Lock: Installation Manual, Full-Scale Template, and Required Installation Hardware

In adherence to HIPAA regulations, the Landlord shall furnish the suite entrance with the Simplex™ Lock.



IT Cabinet

- (1) In the area identified as IT Cabinet on the Space Plan (Exhibit A) install a 20 AMP dedicated quad outlet using NEMA 5-20R receptacles at 50" AFF
- (2) Install a 3/4" plywood backer board (48"X48") at 46" AFF (Tenant uses a wall mounted rack)
- (3) Install a 6" telecom style ground buss at top center on the new backer board grounded to building steel
- (4) Provide a clear path for the tenant's Tele/Data cable from the landlord's main point of entry (a remote electrical closet outside of the tenant's suite and controlled by the landlord) to the point directly above the backer board in tenant's suite

EXHIBIT D RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Building. Strict adherence to these rules and regulations is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of its premises. Any violation of these rules and regulations by Tenant shall constitute a default by Tenant under the Lease.

1. Tenant shall not obstruct or encumber or use for any purpose other than ingress and egress to and from the Demised Premises any sidewalk, entrance, passage, court, elevator, vestibule, stairway, corridor, hall or other part of the Building not exclusively occupied by Tenant. No bottles, parcels or other articles shall be placed, kept or displayed on window ledges, in windows or in corridors, stairways or other public parts of the Building. Tenant shall not place any showcase, mat or other article outside the Demised Premises. Tenant shall keep all portions of the Demised Premises which are visible from public parts of the Building in a tasteful, neat and orderly condition characteristic of first-class professional offices, so as not to be offensive to other tenants of the Building. No desks, bookcases, file cabinets and other furniture shall be placed against exterior windows.

2. Landlord shall have the right to control and operate the public portions of the Building and the facilities furnished for common use of the tenants in such manner as Landlord deems best for the benefit of the tenants generally. Tenant shall not permit the visit to the Demised Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and other public portions or facilities of the Building by other tenants. Tenant shall coordinate in advance with Landlord's property management department all non-normal deliveries to the Building so that arrangements can be made to minimize such interference. Tenant shall not permit its employees and invitees to congregate in the elevator lobbies or corridors of the Building. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same. Public corridor doors, when not in use, shall be kept closed. Nothing, including mats and trash, shall be placed, swept or thrown into the corridors, halls, elevator shafts, stairways or other public or common areas.

3. Tenant shall not attach, hang or use in connection with any window or door of the Demised Premises any drape, blind, shade or screen, without Landlord's prior written consent. All awnings, drapes, projections, curtains, blinds, shades, screens and other fixtures shall be of a quality, type, design and color, and shall be attached in a manner, approved in writing by Landlord. Any Tenant-supplied window treatments shall be installed behind Landlord's standard window treatments so that Landlord's standard window treatments will be what is visible to persons outside the Building. Drapes (whether installed by Landlord or Tenant) which are visible from the exterior of the Building shall be cleaned by Tenant at least once a year, without notice from Landlord, at Tenant's own expense.

4. Tenant shall not use the water fountains, water and wash closets, and plumbing and other fixtures for any purpose other than those for which they were constructed, and Tenant shall not place any debris, rubbish, rag or other substance therein (including, without limitation, coffee grounds). All damages from misuse of fixtures shall be borne by the tenant causing same.

5. Except as shall have been approved by Landlord in any of Tenant's plans for Improvements or any subsequent alterations, Tenant shall not construct, maintain, use or operate within the Demised Premises any electrical device, wiring or apparatus in connection with a loudspeaker system (other than an ordinary telephone and paging system) or other sound system, in connection with any excessively bright, changing, flashing, flickering or moving light or lighting device, or in connection with any similar device or system. Tenant shall not construct, maintain, use or operate any such device or system outside of its Demised Premises or within such Demised Premises so that the same can be heard or seen from outside the Demised Premises. No flashing, neon or search lights shall be used which can be seen outside the Demised Premises.

6. Tenant shall not bring any bicycle, vehicle, animal, bird or pet of any kind into the Building, except seeing-eye or hearing-ear dogs for handicapped persons visiting the Demised Premises.

7. Tenant shall not cause or permit any unusual or objectionable odor, sound or noise to be produced upon or emanate from the Demised Premises, whether by the use of any musical instrument, radio, talking machine or in any other way.

8. Tenant shall not place on any floor a load exceeding the floor load per square foot which such floor was designed to carry. Landlord shall have the right to prescribe the weight, position and manner of installation of safes and other heavy equipment and fixtures. Landlord shall have the right to repair at Tenant's expense any damage to the Demised Premises or the Building caused by Tenant's moving property into or out of the Demised Premises or due to the same being in or upon the Demised Premises or to require Tenant to do the same. Tenant shall not receive into the Building or carry in the elevators any safes, freight, furniture, equipment or bulky item except as approved by Landlord, and any such furniture, equipment and bulky item shall be delivered only through the designated delivery entrance of the Building and the designated freight elevator at designated times. Tenant shall remove promptly from any sidewalk adjacent to the Building any furniture, furnishing, equipment or other material there delivered or deposited for Tenant. Tenant shall be responsible for any loss or damage resulting from any deliveries made by or for Tenant. Landlord reserves the right to inspect all freight to be brought into the Building, except for government classified and confidential client materials, and to exclude from the Building all freight which violates any of these rules or the Lease.

9. Tenant shall not place additional locks or bolts of any kind on any of the doors or windows, and shall not make any change in any existing lock or locking mechanism therein, without Landlord's prior written approval or as otherwise specifically permitted in the Lease. At all times Tenant shall provide Landlord with a "master" key for all locks on all doors and windows. Tenant shall keep doors leading to a corridor or main hall closed at all times except as such doors may be used for ingress or egress and shall lock such doors during all times the Demised Premises are unattended. Tenant shall, upon the termination of its tenancy: (a) restore to Landlord all keys and security cards to stores, offices, storage rooms, toilet rooms, the Building and the Demised Premises which were either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay the replacement cost thereof; and (b) inform Landlord of the combination of any lock, safe and vault in the Demised Premises. At Landlord's request, Landlord's then customary charge per key shall be paid for all keys in excess of two (2) of each type. Tenant's key system shall be consistent with that for the rest of the Building.

10. Tenant shall not install any equipment of any type or nature that will necessitate any changes, replacements or additions to, or changes in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the Building, without obtaining Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. If any machine or equipment of Tenant causes noise or vibration that may be transmitted to such a degree as to be reasonably objectionable to Landlord or any tenant in the Building, then Landlord shall have the right to install at Tenant's expense vibration eliminators or other devices sufficient to reduce such noise and vibration to a level reasonably satisfactory to Landlord or to require Tenant to do the same.

11. All telephone and telecommunications services desired by Tenant shall be ordered by and utilized at the sole expense of Tenant. Unless Landlord otherwise requests or consents in writing, all of Tenant's telecommunications equipment shall be and remain solely in the Demised Premises and the telephone closet(s) designated by Landlord. Landlord shall have no responsibility for the maintenance of Tenant's telecommunications equipment (including wiring) nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected. Landlord shall have the right, upon reasonable prior notice to Tenant (except in the event of an emergency), to interrupt telecommunications facilities as necessary in connection with any repairs or with installation of other telecommunications equipment. Subject to the provisions of the Lease, Tenant shall not utilize any wireless communications equipment (other than usual and customary cellular telephones), including antennae and satellite receiver dishes, at the Demised Premises or the Building, without Landlord's prior written consent, which may be granted or withheld in Landlord's sole and absolute discretion.

12. No telephone, telecommunications or other similar provider whose equipment is not then servicing the Building shall be permitted to install its lines or other equipment within or about the Building without first securing the prior written approval of Landlord, in its sole discretion. Landlord's approval shall not be deemed any kind of warranty or representation by Landlord, including, without limitation, any warranty or representation as to the suitability, competence, or financial strength of the provider.

13. Landlord reserves the right to exclude from the Building at all times any person who does not properly identify himself to the Building management or attendant on duty. Landlord shall have the right to exclude any undesirable or disorderly persons from the Building at any time. Landlord may require all persons admitted to or leaving the Building to show satisfactory identification and to sign a register. Tenant shall be responsible for all persons for whom it authorizes entry into the Building and shall be liable to Landlord for all acts of such persons. Landlord has the right to evacuate the Building in the event of emergency or catastrophe or for the purpose of holding a reasonable number of fire drills.

14. Tenant shall not permit or encourage any loitering in or about the Demised Premises and shall not use or permit the use of the Demised Premises for lodging, dwelling or sleeping.

15. Tenant shall not request Landlord's employees to perform any work or do anything outside of such employees' regular duties without Landlord's prior written consent. Tenant's special requirements will be attended to only upon application to Landlord, and any such special requirements shall be billed to Tenant in accordance with the schedule of charges maintained by

Landlord from time to time or as is agreed upon in writing in advance by Landlord and Tenant. Tenant shall not employ any of Landlord's employees for any purpose whatsoever without Landlord's prior written consent. Tenant shall notify Landlord or the Building manager of any person employed by it to do janitorial work within the Demised Premises, except for full-time employees of Tenant, prior to such person's commencing work, and such person shall, while in the Building and outside of the Demised Premises, comply with all instructions issued by Landlord or its representatives.

16. Tenant shall not install or permit the installation of any wiring for any purpose on the exterior of the Demised Premises. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Demised Premises shall be subject to the approval of Landlord. All such work shall be effected pursuant to permits issued by all applicable governmental authorities having jurisdiction. Tenant shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules, or regulations of any governmental authority. Tenant shall not sell, distribute, display or offer for sale any item which, in Landlord's judgment, is inconsistent with the quality of operation of the Building or may tend to impose or detract from the moral character or image of the Building. Tenant shall not use the Demised Premises for any immoral or illegal purpose. Tenant shall not use the Demised Premises, the Building or the Land for any use that has or could reasonably be expected to have a material adverse effect on (i) the Property taken as a whole or (ii) the business, profits, operations or financial condition of Landlord.

17. Tenant shall cooperate with Building employees in keeping the Demised Premises neat and clean. Tenant shall not purchase water, ice, coffee, soft drinks, towels, or other merchandise or services from any company or person that Landlord has prohibited from providing same to the Building.

18. Tenant shall handle its newspapers, "office paper," garbage, trash and other waste products in the manner required by applicable law (as the same may be amended from time to time) whether required of Landlord or otherwise and shall conform with any recycling plan instituted by Landlord. Landlord shall have no obligation to accept any waste that is not prepared for collection in accordance with any such requirements. Landlord reserves the right to require Tenant to arrange for waste collection, at Tenant's sole cost and expense, utilizing a contractor reasonably satisfactory to Landlord, and to require Tenant to pay all costs, expenses, fines, penalties, or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with any such requirements. If Tenant is unable to comply with Landlord's standard procedures regarding the internal collection, sorting, separation and recycling of waste, then Tenant shall pay Landlord all resulting additional costs incurred by Landlord.

19. Tenant shall not bring or keep, or permit to be brought or kept, in the Building any weapon or flammable, combustible or explosive fluid, chemical or substance, except as otherwise expressly permitted in the Lease.

20. Tenant shall comply with all workplace smoking laws. There shall be no smoking in bathrooms, elevator lobbies, elevators, terraces, loading docks, plaza areas, and other common areas.

21. All wiring and cabling installed by Tenant shall be marked and coded, in a manner reasonably acceptable to Landlord, to identify such facilities as belonging to Tenant and the point of commencement and termination of such facilities. All such cabling and wiring shall, at Landlord's request, be removed by Tenant upon the expiration or termination of the Lease if required by the terms of the Lease or if applicable governmental agencies require removal of such facilities upon the termination of their use or abandonment.

22. Landlord may, upon request of Tenant, waive Tenant's compliance with any of the rules, provided that (a) no waiver shall be effective unless signed by Landlord, (b) no waiver shall relieve Tenant from the obligation to comply with such rule in the future unless otherwise agreed in writing by Landlord, (c) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, and (d) no waiver shall relieve Tenant from any liability for any loss or damage resulting from Tenant's failure to comply with any rule. Landlord reserves the right to rescind any of these rules and make such other and further rules as in the judgment of Landlord shall from time to time be needed for the safety, protection, care, and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees, and invitees, which rules when made and notice thereof given to a tenant shall be binding upon it in like manner as if originally herein prescribed. In the event of any conflict or inconsistency between the terms and provisions of these rules, as now or hereafter in effect, and the terms and provision of the Lease, the terms and provision of the Lease shall prevail.

EXHIBIT E
FORM OF GUARANTY

[Intentionally Omitted]

EXHIBIT F
ACH PAYMENT REQUEST FORM

Attached.



ACH PAYMENT REQUEST FORM

If you would like to pay your monthly rent/dues via ACH, please check with your bank first to ensure this option is available. Once you confirm that they will allow you to process direct payments, please fill out the information below:

Business Address (Building & Suite Number): _____

Tenant's Business Name: _____

Tenant's Accounts Payable Contact Name: _____

Contact's Email Address: _____

Best Phone Number: _____

Business Phone Number: _____

Flagship Healthcare Properties requires confirmation from the tenant that they will send an electronic remittance to the accountant with each ACH payment they process. This remittance can either be set up with your bank to automatically email us once the payment is processed, or the tenant can manually email RentPayments@flagshiphp.com to let them know when a payment has been sent. ACH payments can take between 3 -5 days to appear in our bank's account, so please keep that in mind when scheduling your ACH payment to avoid late fees.

If you agree to these terms, please sign and date below, and return the completed form to your property manager. Once approved, we will send you the account information needed to set up the ACH payments with your bank.

***Please make sure ALL INFORMATION above has been filled in, and that your signature and date are shown below. Incomplete forms will not be approved.**

Signature: _____

Date: _____

EXHIBIT G
LIST OF EXCLUSIVE USES

Capitalized terms used or terms defined in this **Exhibit G** shall have the meanings ascribed to such terms in the applicable leases. The parties acknowledge and agree that the use of such capitalized and defined terms, and the reference to any such exhibits, is solely for the purpose of setting forth the exclusive uses of the Project.

1. Dermatology Services.
2. Dialysis Facility.

EXHIBIT H
Premises and Building Information for Tenant Insurance
[to be completed prior to execution]

Premises and Building Information for Tenant Insurance		
Building Construction Type:	Steel with brick veneer	
Year in which Building was Constructed:	2001	
Number of Buildings in which Premises is Located	1	
Number of Stories in Building:	2	
Does the Building Have a Basement (Yes or No)?	no	
Premises Square Footage:	50,347	
Description of Fire Protection Systems at Building and Premises (e.g., sprinklers, smoke/fire alarms):		
Is the Building Located in a Flood Zone (Yes or No)?	No	
Landlord E-mail to receive Tenant's Certificate of Insurance	Rex@flagshipHP.com	
Property Taxation Information		
Jurisdictions under which the Property is subject to taxation:	Municipality:	Hickory
	County:	Catawba
	State:	North Carolina
	Other applicable tax districts:	

From: [Lightbourne, Ena](#)
To: [Stancil, Tiffany C](#)
Subject: FW: [External] Community Home Care & Hospice, LLC d/b/a Gentiva; License Number: HOS0407; NC Hickory KHC; Branch Addition Request
Date: Wednesday, November 5, 2025 7:14:26 PM
Attachments: [NC Hickory KHC CON Req Add Branch Sub 11-5-25.pdf](#)
[NC Wilkesboro KWL GSA Sub 9-10-25.pdf](#)
[NC Wilkesboro KWL CON No Det Ltr 10-27-25.pdf](#)
[NC Wilkesboro KWL CON State Apprvl 10-28-25.pdf](#)
[Hickory, NC - Lease Agreement \(Suite 2109\) - Executed - 8.22.2025 Redacted.pdf](#)

Hi Tiffany. Can you log? Thanks.

Ena Lightbourne
Project Analyst, CON
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
[NC Department of Health and Human Services](#)

(I am in the office Thursdays and Fridays. I am working remotely on the other days, therefore email is typically the best way to reach me.)

Main: 919-855-3873
Ena.lightbourne@dhhs.nc.gov

1915 Health Services Way, 2nd floor
2704 Mail Service Center
Raleigh, NC 27699-2704

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From: Crystal Willis <crystal.willis@gentivahs.com>
Sent: Wednesday, November 5, 2025 4:12 PM
To: Waller, Martha K <martha.waller@dhhs.nc.gov>; Lightbourne, Ena <ena.lightbourne@dhhs.nc.gov>
Cc: Gaines, Inga M <inga.m.gaines@dhhs.nc.gov>; Janet Combs <Jcombs@gentivahs.com>; Amy Keene <amy.keene@gentivahs.com>
Subject: [External] Community Home Care & Hospice, LLC d/b/a Gentiva; License Number: HOS0407;

NC Hickory KHC; Branch Addition Request

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Please see attached the branch addition request for the above-referenced agency.

Please let me know if you should need any additional documents.

Thanks,

Crystal Willis
Regulatory Analyst
Gentiva
655 Brawley School Road, Suite 200, Mooresville, NC 28117
O 704-664-2876 C 704-239-5904 F 704-230-0946
www.gentivahs.com



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