

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made effective as of the 4th day of November, 2024 (the "Effective Date"), by and between CRAVEN COUNTY, a body politic and corporate, of the State of North Carolina ("Landlord"), and CAROLINAEAST HEALTH SYSTEM, a hospital authority duly created under and by virtue of Chapter 131E, Article 2, Part 2, of the General Statutes of North Carolina ("Tenant").

WHEREAS, Landlord is authorized under the laws of North Carolina to lease property, a hospital and other facilities to a hospital authority created pursuant to the provisions of the North Carolina Hospital Authorities Act ("NCHAA"), which hospital authority shall operate such hospital and facilities; and

WHEREAS, Tenant, as a hospital authority, is subject to the NCHAA; and

WHEREAS, Landlord is the owner of the Premises described below; and

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated April 15, 1990, as subsequently amended, for the Premises hereinafter defined (the "Prior Lease"), pursuant to which Tenant has occupied and continues to occupy the Premises; and

WHEREAS, Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord; and

WHEREAS, Tenant has made certain improvements on the Land, including within the Building and other improvements described below, which Tenant currently occupies and/or has leasehold possession of and will continue to occupy and/or have leasehold possession of during the Lease term; and

WHEREAS, the term of the Prior Lease expires as of the Effective Date, and Landlord and Tenant desire to execute this Lease, which will replace the Prior Lease in its entirety pursuant to which Tenant will continue its occupancy and/or leasehold possession of the Premises.

NOW THEREFORE, in consideration of the foregoing recitals, and subject to all of the terms and conditions hereinafter provided:

Landlord and Tenant, each for itself, agree that all the provisions of the Prior Lease are replaced by this Lease, and Landlord hereby leases to Tenant and Tenant hereby leases from Landlord all that certain tract of land in the City of New Bern, Craven County, North Carolina, owned by Landlord and described on Exhibit A - Legal Description and Site Plan of the Premises, attached hereto and by this reference made a part hereof (the "Land"), and the 350-bed/room hospital, including surgical, cancer, emergency, administrative, and all other related facilities (collectively, the "Building") and other improvements located thereon, all with a street address of 2000 Neuse Blvd., New Bern, North Carolina 28560 (the Land, together with the Building and the improvements on the Land, are hereinafter collectively referred to as the "Premises"). This Lease shall constitute a binding agreement between the parties effective as of the Effective Date set forth above.

ARTICLE I. TERM

1.1 **Initial Term.** The initial term (the "Initial Term") of this Lease shall begin on the Effective Date (the "Commencement Date") and shall terminate on the date that is ten (10) years after the Commencement Date. "Lease Year" shall be defined as any consecutive twelve (12) month period beginning on the Commencement Date or any anniversary thereof. The "Term" of this Lease shall refer to the Initial Term and any applicable Renewal Terms pursuant to Section 1.2.

1.2 **Renewal Terms.** If not then in default hereunder beyond all applicable notice and cure periods therefor, Tenant shall have the option to renew the term of this Lease for two (2) periods of five (5) years each (collectively, the "Renewal Terms"). The first Renewal Term (the "First Renewal Term") shall occur automatically without the need for any action by either party unless Tenant provides notice to the contrary to Landlord not less than three (3) years prior to the end of the Initial Term. Tenant shall have the right to exercise its option for a second Renewal Term (the "Second Renewal Term") by providing notice of renewal to Landlord at any time during the first Lease Year of the First Renewal Term. In recognition of the lengthy process of any possible relocation or changed use of the Premises, the parties' contributions to serving the surrounding community, and the parties' substantial investment in the Premises, in the event that Tenant elects to exercise the Second Renewal Term described above, then during the first six months of the Second Renewal Term, Landlord and Tenant agree to discuss and negotiate in good faith for the possible renewal or extension of the Term of this Lease. If Landlord and Tenant are not able to agree upon the terms for a mutually-agreeable renewal or extension of this Lease, then this Lease will expire at the end of the Second Renewal Term unless the parties are thereafter able to reach an agreement for the extension of this Lease. Tenant's leasing of the Premises during any Renewal Term, if applicable, shall be governed by all of the terms and conditions of this Lease, provided that the Additional Consideration, payable by Tenant pursuant to Section 4.1(b), shall be increased by twenty percent (20%) during the First Renewal Term and ten percent (10%) during the Second Renewal Term from the amount of the Additional Consideration set forth in Section 4.1(b).

ARTICLE II. CONDITION OF PREMISES

Tenant understands, acknowledges and agrees that Tenant is currently in leasehold possession of the Premises pursuant to the Prior Lease. Tenant further understands, acknowledges and agrees that Tenant is leasing the Premises in "as-is, where-is" condition, with all faults and without any warranty or representation by Landlord as to the physical condition of the Premises or its habitability or fitness for any particular purpose. Landlord acknowledges that Tenant's occupancy and/or leasehold possession of the Premises pursuant to the Prior Lease shall continue, and shall remain uninterrupted, except as otherwise provided herein, under the terms of this Lease.

ARTICLE III. RENT

3.1 **Rental Payments.** Beginning on the Commencement Date, Tenant shall pay to Landlord a fixed annual rental in the amount of One and 00/100 Dollars (\$1.00) per year (the "Base Rent").

3.2 **Payment of Rent.** All rental payments hereunder shall be delivered to Landlord's notice address provided herein until notice to the contrary is given by Landlord. Tenant may prepay the Base Rent for the entire Initial Term and any Renewal Term.

3.3 **Definition of "Rent".** For purposes of this Lease, Base Rent and Additional Consideration (as defined below) shall hereinafter be collectively referred to as "Rent".

ARTICLE IV. ADDITIONAL CONSIDERATION

4.1 **Additional Consideration.** In addition to the Base Rent reserved in Article III herein, during the Initial Term and any Renewal Term, Tenant hereby agrees to (i) continue to perform the EMS-related services described in Section 4.1(a), and (ii) Additionally, on or before December 31 of each Lease Year during the Term, Tenant shall make an annual payment to Landlord in the total sum of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) (the "Additional Consideration"). This Additional Consideration paid Tenant to Landlord shall consist of the tranches and be used for the express purposes more particularly described in Section 4.1(b) below.

(a) Tenant shall continue to be an "EMS Provider" as defined by N.C. Gen. Stat. § 131E-155(13a) as a part of Craven County's EMS System as described in 10A NCAC 13P.0201 and generally shall render the type of EMS services currently provided at the time of the Effective Date of this Lease, including but not limited to the financial support provided for the EMS Director.

(b) Components of Additional Compensation to be paid by Tenant to Landlord:

(i) Two Hundred Thousand and 00/100 Dollars (\$200,000.00) of the Additional Consideration shall be provided in the form of a credit given to Landlord by Tenant annually to offset the costs incurred by Tenant for any inmate health services provided by Tenant. The Parties acknowledge that the above described credit does not serve as a cap on the service costs incurred by the Landlord and that Landlord will be responsible for payment of all costs for inmate healthcare services that exceeds the annual credit amount as is customary and required.

(ii) One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) of the Additional Consideration shall be earmarked for and allocated and distributed by Tenant to Landlord annually to offset the costs incurred by Landlord for the purchase of bed space at regional IVC and Medical Detox facilities. To the extent that during any Lease Year of the Term, Landlord's costs for the purchase of bed space at regional IVC and Medical Detox facilities are less than One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), any remaining amount shall be used by Landlord for the public health services described in subsections 4.1(b)(i) and (iii).

(iii) One Hundred Thousand and 00/100 Dollars (\$100,000.00) of the Additional Consideration shall be earmarked for and allocated and distributed by Tenant to Landlord annually to offset the costs incurred by Landlord for its operation of the Craven County Clinic, which supports uninsured, underinsured and Medicaid patients.

(c) To the extent Landlord is no longer able or obligated to meet the requirements set forth in Section 4.1(b)(i), (ii) or (iii) above, Landlord covenants and agrees that the funds

earmarked for such service(s) will be allocated to the other service(s) set forth in Section 4.1(b)(i), (ii) and (iii) above.

4.2 **Books and Records.** Landlord shall have the right, at Landlord's sole expense and upon ten (10) days' advance notice to Tenant, to inspect Tenant's books and records relating to the EMS services described in Section 4.1(a) above that Landlord must have access to as required by North Carolina state law.

ARTICLE V. USE OF PREMISES

Tenant may use and occupy the Premises for the purposes of operating and providing healthcare services as a hospital, for the delivery of medical services in connection with surgical, emergency and in-patient care, and for general office/administrative use and all other services allowed by applicable law or regulations including the NCHAA and any uses incidental thereto and for no other purpose without first obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant agrees to maintain and operate the Premises for surgical procedures and the care and treatment of persons suffering from illnesses, injuries and disabilities that require hospital or nursing care and attention, and for the maintenance and preservation of the public health and welfare, and to provide hospital and clinical services to the general public.

Tenant shall comply with any lawful directive of any governmental authority having jurisdiction that shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant with respect to the Premises or with respect to the use or occupancy thereof, excepting Landlord to the extent not set forth in this Lease or as otherwise required by law including the NCHAA.

Tenant shall use commercially reasonable efforts not to do or permit to be done anything which will invalidate any fire and extended coverage insurance policy, shall maintain adequate insurance covering the Premises and/or property located thereon, and shall comply with all rules, orders, regulations and requirements of the appropriate Fire Rating Bureau or any other organization performing a similar function.

Tenant shall comply with all applicable laws and regulations relating to hazardous substances, wastes or materials on or about the Premises. Hazardous substances, wastes or materials shall include infectious waste and those materials that are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC Section 6901 et seq.; the Toxic Substances Control Act, as amended, 15 USC Section 2601 et seq.; and defined pursuant to any hazardous waste regulations that have been promulgated by the State of North Carolina, and as further set forth in any state or local laws, ordinances, and their corresponding regulations. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims or liability arising out of or connected with Tenant's failure to comply with the terms of this **Article V**, which terms shall survive the expiration or earlier termination of this Lease.

ARTICLE VI. BUILDING SERVICES

6.1 **Utilities.** During the Initial Term and any Renewal Term, all utilities for the Premises shall be the responsibility of Tenant to obtain, maintain, repair and replace. Tenant agrees

to pay for all utilities required and used by Tenant in the Premises, including, but not limited to, heating, ventilating, air conditioning, electric, water and sewer, natural gas service, telecommunications and waste and garbage disposal.

6.2 **Maintenance.** During the Initial Term and any Renewal Term, all maintenance for the Premises, including repairs and replacements required for the operation of the facilities, shall be the sole responsibility of Tenant, at Tenant's sole cost and expense. Tenant agrees to keep and maintain the Premises in a good state of repair and condition reasonably comparable to other first-class hospitals in the State of North Carolina. Landlord expressly reserves the right to make repairs and additions in the event of an Emergency. An "Emergency" is hereby defined as (i) any act or occurrence that is reasonably calculated to pose an imminent material destruction or reduction in the value or integrity of the Premises, including but not limited to fire, flooding or structural issues, and/or (ii) any emergency as declared pursuant to N.C. Gen. Stat. § 166A-19.22 or any other local ordinance.

ARTICLE VII. ALTERATIONS

Tenant shall provide sixty (60) days' advance notice to Landlord prior to any capital expense project or alteration on the Land requiring (a) destruction or a material reduction in the square footage of any existing structure on the Premises, (b) any encumbrances, obligations, liens or claims in favor of any third party, including deeds of trust or bonds, that would survive the Lease Term and could materially limit or materially and adversely affect the Landlord's use of the Premises should the Lease expire or not be renewed, or (c) a cost in excess of Ten Million and 00/100 Dollars (\$10,000,000.00) (each, a "Capital Project"), but specifically excluding any equipment or other non-fixture purchases. Subject to the foregoing notice requirement with respect to Capital Projects, which notice Landlord shall have a period of sixty (60) days from and after the delivery thereof within which to deliver to Tenant any written objection(s), with any such objection(s) to be reasonable and if Landlord asserts no objection(s) in a timely manner, then Tenant shall be free to implement the Capital Project, provided that Tenant shall make efforts to ensure that any Capital Project will be reasonably consistent with the design, architecture and composition of the existing improvements on the Premises. Any and all such changes, additions, alterations and improvements shall be made at Tenant's sole cost and expense. All alterations, additions or improvements that may be made upon the Premises by Tenant (except Tenant's trade fixtures, furniture and equipment) shall not be removed by Tenant but shall remain the property of Landlord upon the expiration or earlier termination of this Lease. At the expiration or earlier termination of this Lease, Tenant shall remove its trade fixtures, furniture and equipment from the Premises and shall repair any damage to the Premises caused by such removal. If Tenant fails to remove any such trade fixtures, furniture or equipment within thirty (30) business days after the expiration or earlier termination of this Lease, then Tenant shall be deemed to have forfeited Tenant's rights to same and Landlord shall have the right to remove and dispose of same; provided, however, that Tenant shall have full opportunity to accommodate such removal and shall be allowed reasonable additional time, not to exceed ninety (90) business days, to accomplish such removal if commenced but not completed within thirty (30) business days. During Tenant's removal of such trade fixtures, furniture and equipment, Tenant shall not interfere with (i) Landlord's efforts to re-let the Premises, or (ii) the operations of any successor tenant. Any mechanics' or materialmen's lien for which Landlord has received a notice of intent to file or that has been filed and perfected against the Premises arising out of work done for, or materials furnished to Tenant, shall be paid, discharged, bonded over, or otherwise satisfied by or on behalf

of Tenant within thirty (30) days following the earlier of the date (1) Landlord delivers notice to Tenant of any notice of intent to file such a lien received by Landlord, or (2) Tenant receives actual notice that such a lien has been filed. If Tenant fails to pay, discharge, bond over, or otherwise satisfy any such lien within such thirty (30) day period, then Landlord may do so at Tenant's sole cost and expense, and the amount expended by Landlord, including reasonable attorneys' fees, shall be paid by Tenant within thirty (30) days following Tenant's receipt of a bill from Landlord.

ARTICLE VIII. INDEMNIFICATION, INSURANCE

8.1 **Tenant Indemnification.** Tenant shall and hereby does indemnify and hold Landlord harmless from and against any and all claims arising from (1) Tenant's use of the Premises or the conduct of Tenant's medical practices and delivery of services, business or profession; (2) any activity, work, or thing done, permitted or suffered by or on behalf of Tenant in or about the Premises; (3) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; and (4) any willful or negligent acts or omissions of Tenant, or of Tenant's agents, employees, contractors or other invitees. Tenant shall and hereby does further indemnify, defend and hold Landlord harmless from and against all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend same at Tenant's sole cost and expense using counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than Landlord's willful act or gross negligence, and Tenant hereby waives all claims in respect thereof against Landlord. Notwithstanding the foregoing, Tenant shall not be responsible for indemnifying Landlord for any claims or damages to the extent arising from Landlord's negligence or willful actions.

8.2 **Tenant Insurance.** During the Term hereof, Tenant shall maintain (a) comprehensive general liability insurance on the Premises of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100 (\$3,000,000.00) aggregate; and (b) commercial property insurance on the Building (including all building and leasehold improvements) which, at a minimum, provides coverage in the amount of at least Thirteen Million and 00/100 Dollars (\$13,000,000.00) (against all perils insured under the ISO special causes of loss form (CP 10 30) (or its equivalent) (including fire, extended coverage, vandalism and malicious mischief). Tenant shall also maintain All Risk property insurance on all property owned or used by Tenant in the Premises. During the Term of the Lease, upon the request of Landlord, Tenant shall provide to Landlord Certificates of Insurance evidencing such coverage. Landlord shall be named as an additional insured on all of the policies obtained by Tenant for the insurance described above.

8.3 **Limitation on Liability.** Neither Landlord nor its agents shall be liable for any damage to property entrusted to employees of Tenant located on the Premises, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain, which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface, or from any other place or resulting from dampness, mold or any other cause whatsoever, unless caused by or due to the willful act or gross negligence of Landlord, its agents, servants or employees. Neither Landlord nor its agents shall be liable for any latent defect in the Premises or in the Building. Tenant shall give prompt notice to Landlord in case of fire or

accidents in the Premises or in the Building or of defects therein or in the fixtures or equipment. Tenant hereby acknowledges that Landlord shall not be liable for any interruption to Tenant's business for any cause whatsoever, and that Tenant shall obtain Business Interruption Insurance coverage should Tenant desire to provide coverage for such risk.

8.4 **Waiver of Subrogation.** For the purpose of waiver of subrogation, the parties mutually release and waive unto the other, all rights to claim damages, costs or expenses for any injuries to persons (including death) or property caused by casualty of any type whatsoever in or about the Premises, if the amount of such damages, cost or expense has been paid to such party under the terms of any policy of insurance. All insurance policies carried with respect to this Lease, if permitted under applicable law, shall contain a provision whereby the insurer waives, prior to loss, all rights of subrogation against either Landlord or Tenant.

ARTICLE IX. ASSIGNMENT, SUBLETTING OR OTHER CHANGE IN CONTROL

Tenant shall not sell, hypothecate, assign or transfer this Lease to any party other than Tenant's affiliates, subsidiaries, or successors without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall be permitted to sublet a portion of the Premises, or otherwise permit a portion of the Premises to be occupied and operated by Tenant's employees, affiliates and subsidiaries, or those independent contractors, physicians, and businesses related to or supporting Tenant's business operations (collectively, the "Permitted Operators") so long as Tenant continues to conduct its business operations on the Premises consistent with **Article V**. Other than with respect to any Permitted Operator, Tenant shall not otherwise assign this Lease, sublet the Premises, enter into any affiliation or management agreement, or allow any change in control of Tenant's operations or the constitution of Tenant's board of directors without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. By way of example, any agreement between Tenant and a third party that would guarantee any representative of such third party a seat on Tenant's board would require the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any permitted assignee or subtenant shall be bound by all provisions of this Lease.

ARTICLE X. CASUALTY

If the Premises are damaged by fire or other casualty (collectively "Casualty"), Tenant shall promptly notify Landlord and the damage shall be repaired by and at the expense of Tenant pursuant to the insurance required pursuant to subsection (b) of Section 8.1 above. Notwithstanding the foregoing, if (i) the repairs cannot reasonably be completed within three hundred sixty-five (365) days, or (ii) the Casualty occurs during the final two (2) years of the then-current Term, then Tenant shall have the right to terminate this Lease by providing notice to Landlord within one hundred twenty (120) days after the occurrence of the Casualty. If Tenant elects to terminate this Lease pursuant to this **Article X**, then Tenant shall promptly at its sole cost and expense perform any and all demolition and clean-up necessary in order to return the Premises to Landlord in a reasonably useable state.

ARTICLE XI. EMINENT DOMAIN

If, during the Term, all of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or should be sold

to the condemning authority under threat of condemnation, then this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking or sale of the Premises. In addition, if any material portion of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation such that Tenant would not feasibly be able to operate its business in the remaining portion, then, in any such event, Tenant shall have the right to terminate this Lease upon notice to Landlord, in which case this Lease shall terminate upon a termination date selected by Tenant and set forth in such notice. Landlord shall provide Tenant with prompt notice of any actual or pending taking or condemnation (or deed in lieu thereof) affecting the Premises or any part thereof.

ARTICLE XII. DEFAULTS

12.1 **Events of Default.** The occurrence of any of the following shall constitute an event of default and breach of this Lease (an "Event of Default"):

(a) A failure by Tenant to pay or provide the Rent or to make any other payment required to be made by Tenant hereunder, and Tenant's failure to cure the same within ten (10) business days after Tenant's receipt of notice from Landlord of failure to pay or provide Rent; provided, however, that Tenant shall only be entitled to receive two (2) such notices in any one (1) Lease Year before Tenant shall be in default hereunder for failure to pay or provide Rent.

(b) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant and Tenant's failure to cure the same within thirty (30) days after Tenant's receipt of notice from Landlord of such alleged breach (or, if the notice provides a longer time period for cure, within such time period); provided, however, that if Tenant is using commercially reasonable efforts to pursue such cure and provided, further, if such failure is not reasonably capable of being cured within such period with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time, not to exceed sixty (60) days with respect to a failure pursuant Article IV or one hundred eighty (180) days with respect to any other failure hereunder, so long as Tenant is exercising commercially reasonable efforts to cure such failure.

(c) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

(d) A failure by Landlord to make any other payment required to be made by Landlord hereunder, and Landlord's failure to cure the same within sixty (60) days after Landlord's receipt of written notice from Tenant of such failure.

(e) A failure by Landlord to observe and perform any other provision of this Lease to be observed or performed by Landlord and Landlord's failure to cure the same within thirty (30)

days after Landlord's receipt of written notice from Tenant of such breach (or, if the notice provides a longer time period for cure, within such time period), provided however, that if Landlord is using commercially reasonable efforts to pursue such cure and provided, further, if such failure is not reasonably capable of being cured within such period with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time, not to exceed one hundred eighty (180) days so long as Landlord is exercising commercially reasonable efforts to cure such failure.

ARTICLE XIII. REMEDIES

13.1 **Remedies.** In the event Tenant commits an Event of Default as set forth in **Article XII**, Landlord may exercise one or more of the following described remedies, in addition to all other rights and remedies available at law or in equity, whether or not stated in this Lease.

(a) Landlord may continue this Lease in full force and effect and shall have the right to collect Rent when due and require Tenant to provide the Additional Consideration. During the period Tenant is in default, Landlord may re-enter the Premises with legal process and in recognition of the patients in the Premises and other sensitive areas, provide reasonable advance notice to Tenant, provided that so long as Tenant occupies the Premises, Tenant shall have the right to be present and escort any personnel or agents of Landlord accessing the Premises. Landlord shall have the right to relet the Premises, but in no event shall Landlord be under any obligation to relet the Premises unless it would be reasonable for Landlord to do so in order to mitigate its damages. If Landlord does so relet the Premises, then on the dates Rent is due, Tenant shall pay to Landlord a sum equal to the Rent due under this Lease, less the rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate this Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate the Lease.

(b) Landlord may, at Landlord's option, terminate this Lease following an Event of Default upon an additional sixty (60) days' advance notice to Tenant; provided that Tenant shall have the opportunity to cure such Event of Default during the period following such notice and prior to the date of termination. During the notice period, Tenant shall continue to use the Premises as set forth in Article V. Upon the effective date of termination, Landlord shall have the right to collect an amount equal to the costs incurred by Landlord in connection with its reasonable attempts to mitigate its losses, which may include all reasonable expenses incurred by Landlord in recovering possession of the Premises, including reasonable attorneys' fees; all reasonable costs and charges for the care of the Premises while vacant; all reasonable renovation costs incurred in connection with the preparation of the Premises for a new tenant; brokerage costs; and the amount, if any, by which the entire Rent for the remainder of the Term exceeds the loss of Rent that could have been reasonably avoided by Landlord.

13.2 **Invalidity of Remedies.** Should any of these remedies, or any portion thereof, not be permitted by the laws of the State of North Carolina, then such remedy or portion thereof shall be considered deleted and unenforceable, and the remaining remedies or portions thereof shall be and remain in full force and effect, and Landlord may avail itself of these as well as any other remedies or damages allowed by law. All rights, options and remedies of Landlord stated herein or elsewhere by law or in equity shall be deemed cumulative and not exclusive of one another.

13.3 **Dissolution of Tenant.** Tenant agrees that in the event of a dissolution of Tenant as a hospital authority, or if it shall for any reason cease to function for the purposes for which it

was organized, or if it shall fail at any time to operate the said hospital authority and its related facilities as a hospital and as otherwise required in this Lease, it shall, by proper instruments in writing, donate, transfer, assign, deliver, convey, or otherwise dispose of its moneys, properties, and assets of any kind whatsoever, including but not limited to its trade fixtures and equipment located on the Premises, in accordance with Tenant's charter and/or applicable law.

13.4 **Maintenance of Non-Profit Status.** Tenant shall at all times comply with all state and federal laws, rules and regulations pertaining to its operations. Tenant shall always maintain and operate itself as a non-profit, charitable organization in accordance with the terms and conditions of its charter and the purposes for which it was organized.

ARTICLE XIV. ADDITIONAL LEASE COVENANTS

14.1 **Tenant Covenants.** Tenant shall abide by the additional lease covenants attached hereto as Exhibit B - Additional Lease Covenants and made a part hereof by this reference (as the same may be amended as hereinafter provided, the "Additional Lease Covenants").

(a) **Right of First Refusal.** Landlord covenants and agrees that, from and after the Effective Date and during the Term of this Lease, if Landlord receives a bona fide written offer that Landlord desires to accept from any person that is not a governmental authority, for the purchase or transfer of the Premises or the Land (each, a "Third-Party Sale Offer"), then Landlord shall promptly notify Tenant in writing (the "Offer Notice") of the identity of all proposed parties to such Third-Party Sale and the material financial, timeline and other terms and conditions of such Third-Party Sale Offer (the "Material Terms"). Each Offer Notice constitutes an offer made by Landlord to enter into an agreement with Tenant on the same Material Terms of such Third-Party Offer (the "ROFR Offer"). If Tenant fails to provide Landlord with notice of the acceptance of the ROFR Offer within ninety (90) days after the date of receipt of the Offer Notice from Landlord ("Tenant's ROFR Period"), then Landlord may, during the three hundred sixty-five (365) day period following the expiration of Tenant's ROFR Period (the "Permitted Sale Period"), sell or transfer the Premises or the Land, described in the Third-Party Sale Offer to one or more of the parties identified in the Third-Party Sale Offer at a purchase price not less than ninety-five percent (95%) of the original offer price included in the ROFR Offer, and otherwise upon the same terms and conditions contained in said ROFR Offer as disclosed in writing to Tenant (a "Permitted Sale"). Whether or not the Landlord sells the Premises or the Land within the Permitted Sale Period, this Lease and all of its terms and conditions shall nevertheless remain in full force and effect and Landlord and any purchaser or purchasers of the Premises or the Land shall continue to be bound thereby. If Tenant exercises its right of first refusal and providing its acceptance of the ROFR Offer, then the closing of the sale of the Premises or the Land shall occur or substantially similar terms to the Material Terms specified in the ROFR Offer, provided that, notwithstanding the terms of the ROFR Offer, (a) Landlord shall convey title by limited or special warranty deed approved by Tenant and the title company; (b) title to the Premises shall be free and clear of any liens and encumbrances except the lien for current taxes which are not delinquent at the time of closing and such other exceptions to title as have been agreed to in writing by Tenant; (c) title to the Premises shall otherwise comply with the terms of this Lease as they pertain to condition of title; and (d) any easements or other rights benefiting the Premises at the time of closing shall be made perpetual and shall be included in the deed or in a separate recordable instrument approved by Tenant and the title insurance company insuring its interest.

ARTICLE XV. RIGHT OF ACCESS

Upon a minimum of three (3) business days' advance notice to Tenant (except no notice shall be required in the event of an Emergency as defined in Section 6.2 hereof) and provided that Landlord and its agents do not unreasonably interfere with the conduct of Tenant's business in the Premises and further provided that Tenant shall have the right to be present and escort any personnel or agents of Landlord accessing the Premises, Landlord and its agents shall have free access to the Premises (other than certain reasonably restricted, hazardous, or sensitive areas) during all reasonable hours for the specific purposes of examining the same to ascertain if they are in good repair and condition; to make reasonable repairs as required hereunder (provided, however, Landlord shall have no obligation as a result of such examination to make any repairs other than expressly set forth herein), and to exhibit the same to prospective purchasers or prospective tenants in the last year of the Term. In exercising its right to access the Premises, Landlord agrees that neither it nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any 'protected health information' or "PHI" of Tenant or its patients. However, in the event PHI is accessed by or disclosed to Landlord, its contractors, subcontractors or agents, regardless as to whether the access or disclosure is inadvertent or otherwise, Landlord agrees to take all reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI as required by law. The parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the parties.

ARTICLE XVI. END OF TERM

16.1 **Surrender.** At the termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition and repair as at the Commencement Date, reasonable wear and tear excepted, and will leave the Premises broom-clean. At the termination of this Lease, Tenant shall have the right, except as otherwise provided herein, to remove any equipment, furniture, trade fixtures or other personal property placed in the Premises by Tenant, provided that Tenant promptly repairs any damage to the Premises caused by such removal.

16.2 **Master Trust Agreement.** In the event of termination of this Lease for any reason, Landlord hereby agrees to apply the revenues Landlord derives from the Premises in accordance with the terms and provisions of the Master Trust Agreement, dated as of October 1, 2016, as supplemented and amended from time to time (the "Master Trust Agreement"), between Tenant and Branch Banking and Trust Company (succeeded by Truist Bank), as trustee, or any other agreement or instrument evidencing or securing any outstanding bonds or other indebtedness of Tenant as of the Effective Date of this Lease.

ARTICLE XVII. SUCCESSORS AND ASSIGNS

The covenants and conditions herein shall be binding upon and inure to the benefit of all of the parties hereto, their heirs, successors, permitted assigns, executors and administrators. If Landlord shall sell, assign or transfer all or any part of its interest in the Premises used for hospital purposes or in this Lease to a successor in interest that expressly assumes the obligations of Landlord hereunder, then (i) if such purchaser, assignee, or successor of Landlord or Landlord's interest in this Lease is not a governmental unit or authority, then Tenant shall have no obligation to perform the EMS related services described in Section 4.1(a) and such successor in interest will provide funding to the Landlord in the same or similar amount as Tenant and (ii) Landlord shall

thereupon be released and discharged from all covenants and obligations hereunder arising thereafter and Tenant shall look solely to such successor in interest for performance of all of Landlord's future obligations. Except as set forth above, Tenant's obligations under this Lease shall in no manner be affected by Landlord's assignment hereunder, and Tenant shall thereafter attorn and look solely to such successor in interest as the Landlord hereunder.

ARTICLE XVIII. ESTOPPEL CERTIFICATE, NO MORTGAGE

18.1 **Estoppel.** Within ten (10) business days following receipt of Landlord's written request, Tenant shall deliver, executed in recordable form, a declaration to any person designated by Landlord; (a) ratifying this Lease; (b) stating the commencement and termination dates of this Lease; and (c) certifying (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any); (iii) that no defenses, credits or offsets against the enforcement of this Lease by Landlord exist (or stating those claimed); (iv) the sum of advance Rent, if any, paid by Tenant; (v) the date to which Rent has been paid; (vi) the amount of security deposited with Landlord, if any, and such other factual information regarding this Lease as Landlord reasonably requires. Persons to whom the statement is addressed shall be entitled to rely upon it.

18.2 **Mortgage.** Landlord represents there is no mortgage or deed of trust encumbering the Land or the Premises and Landlord will not enter into any encumbrance on the Land that would materially affect Tenant's interest in the Premises.

ARTICLE XIX. NOTICES

19.1 **Delivery.** Any notice required or permitted to be given hereunder shall be in writing and may be given by: (a) hand delivery and shall be deemed given on the date of delivery; (b) registered or certified mail and shall be deemed given the third day following the date of mailing; or (c) nationally recognized, commercial overnight courier (e.g., FedEx) (a "Courier") if deposited with said Courier for next business day delivery and shall be deemed given the following business day. Notices may also be given by email and shall be effective upon the transmission of such email notice, provided that email notice is transmitted on a business day and a copy of the email notice, together with, if applicable, evidence of its successful transmission indicating the date and time of transmission, is sent on the day of transmission, by depositing same with a Courier for delivery on the immediately succeeding business day. Either party's counsel may send notice on behalf of such party. Each party shall be entitled to modify its address by notice given in accordance with this Article.

19.2 **Addresses.** All notices to Tenant shall be addressed to Tenant at the following address:

CarolinaEast Health System
2000 Neuse Blvd
New Bern, NC 28560
Attn: President & Chief Executive Officer

with a copy to:

Wyrick Robbins Yates & Ponton LLP
Attention: Lee M. Whitman
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607
Email: lwhitman@wyrick.com

All notices to Landlord shall be addressed to Landlord at the following address:

Craven County
406 Craven Street
New Bern, North Carolina 28560
Attn: County Manager

with a copy to:

Parker Poe Adams & Bernstein LLP
301 Fayetteville Street, Suite 1400
Raleigh, NC 27601
Attn: Robert Leandro, Esq.
Email: robbleandro@parkerpoe.com

19.3 **Receipt.** The inability to deliver notice because of a changed address or office closure of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver, rejection or refusal to accept.

ARTICLE XX. MISCELLANEOUS PROVISIONS

20.1 **Attorneys' Fees.** In the event that suit is brought by either party against the other for a breach or default under the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, which sum shall be fixed by the court without regard to statutory presumption.

20.2 **Time of Essence.** Time is of the essence with respect to the performance of every provision of this Lease.

20.3 **Headings.** The article and section captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

20.4 **Entire Agreement; Amendments.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

20.5 **Memorandum of Lease.** After the execution of this Lease, at the request of either party, Tenant and Landlord shall execute a Memorandum of Lease for recording purposes setting forth only such details therein as shall be necessary to satisfy local recording requirements.

20.6 **No Waiver.** No waiver by either party to this Lease of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. The consent to or approval of a party to this Lease of any act by the other party requiring consent or approval shall not be deemed to render unnecessary the obtaining of first party's consent to or approval of any subsequent acts, whether or not similar to the act so consented to or approved. Unless specifically set forth herein to the contrary, neither party to this Lease shall unreasonably withhold, delay or condition any consent requested of it by the other party. No act or thing done by Landlord or Landlord's agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord. The subsequent acceptance of Rent shall not be deemed a waiver of any preceding breach by Tenant of any term, covenant or condition of the Lease, other than the failure of Tenant to pay the particular Rent so accepted.

20.7 **Quiet Enjoyment.** So long as Tenant is not in default under this Lease beyond any applicable notice and cure period, Landlord shall warrant and defend Tenant in the quiet enjoyment and leasehold possession of the Premises throughout the Term, subject to the terms and conditions of this Lease.

20.8 **Governing Law.** This Lease shall be governed by the laws of the State of North Carolina. Any dispute, claim or controversy arising out of or relating to this Lease shall be resolved in the courts of Craven County, North Carolina.

20.9 **Waiver of Lien.** Landlord waives any claim or lien, whether pursuant to any statute, law, rule, regulation, or common law, or otherwise, which Landlord may now or in the future have with respect to Tenant's trade fixtures, machinery, equipment, inventory, and other property of Tenant contained within or on the Premises during the Term.

20.10 **Regulatory Matters.** 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 (the "Anti-Kickback Law") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. 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. 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 ninety (90) days to modify the terms of this Lease to comply with applicable law. Similarly, to the extent that any provision in this Lease shall be deemed by either party to require or obligate Tenant to take or perform any action that would (i) be contrary to, inconsistent with, or would otherwise violate any legislation, regulation, order, or government policy applicable to Tenant, (ii) violate the terms or provisions of Tenant's charter or otherwise be inconsistent with the purposes for which Tenant was organized, or (iii) otherwise cause Tenant to violate or illegally restrict powers provided by the NCHAA (including but not limited to § 131E-23), then Landlord and Tenant agree to negotiate in good faith for a period of ninety (90) days to modify the violating terms of this Lease, and if no mutually-agreeable solution is provided, either party thereafter shall have the right to seek a

determination from a court of law or a regulatory agency with proper jurisdiction that such Lease provisions are either (a) not contrary to clauses (i), (ii) or (iii) in this Section 20.10, or (b) are contrary to clauses (i), (ii) or (iii) in this Section 20.10, and shall be declared null and void, or shall be modified in such as way as to make such Lease provisions consistent with the same. Each of Landlord and Tenant hereby represents and warrants that, to its knowledge as of the Effective Date, no material provision in this Lease is contrary to clauses (i), (ii) or (iii) in this Section 20.10.

20.11 **Brokers.** Tenant warrants and represents that no broker was involved on Tenant's behalf in negotiating or consummating this Lease, and Landlord warrants and represents that no broker was involved on Landlord's behalf in negotiating or consummating this Lease. No brokerage commission shall be paid in connection with this Lease. Landlord and Tenant each for itself agrees to indemnify and hold the other harmless from and against all claims for brokerage commissions arising out of the communications or negotiations had by it with any broker regarding the Premises or the consummation of this Lease.

20.12 **Counterparts.** This Lease may be executed by the parties hereto in one or more counterparts with the same effect as if all parties here had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement. Signatures transmitted by email shall have the same effect as the delivery of original signatures and shall be binding and enforceable against the parties hereto as if such scanned documents were an original executed counterpart.

20.13 **Unavoidable Delay - Force Majeure.** In the event that either party to this Lease shall be delayed, or hindered in, or prevented from the performance of any act required hereunder (other than the payment of Rent or the payment of other monetary obligations) by reason of strikes, lock-outs, labor troubles, inability to procure materials, severe adverse weather, failure of power, governmental restrictions or the inability to obtain requisite governmental approvals, epidemic or pandemic-related issues or restrictions, riots, insurrection, war, acts of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that in no event shall the provisions of this Section 20.13 relieve Tenant or Landlord of their obligations to make any payments prescribed by this Lease and to obtain and maintain any insurance in accordance with the provisions of this Lease.

20.14 **Severability.** If one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XXI. AUTHORITY

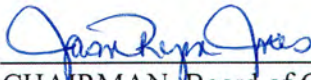
21.1 **Approvals.** Each party represents and warrants that (i) all consents or approvals required for the execution, delivery and performance of this Lease have been obtained, (ii) each party has the right and authority to enter into and perform its obligations and covenants contained in this Lease, and (iii) each individual signing this Lease has authorization to do so.

IN TESTIMONY WHEREOF, Landlord has caused this instrument to be executed in its name by the Chairman of its Board of Commissioners, and its seal to be hereto affixed and attested

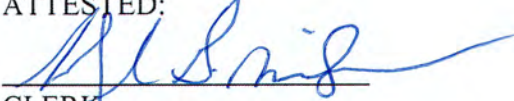
by its Clerk, and Tenant has caused the same to be executed by its Chairman, attested by its Secretary and its seal affixed hereto, all on the day and year first above written.

LANDLORD:

CRAVEN COUNTY

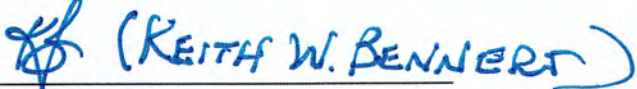
By: 
CHAIRMAN, Board of Commissioners

ATTESTED:


CLERK
Board of Commissioners

TENANT:

CAROLINAEAST HEALTH SYSTEM

By:  (KEITH W. BENNERT)
CHAIRMAN

ATTESTED:


SECRETARY

EXHIBIT A

LEGAL DESCRIPTION AND SITE PLAN OF THE PREMISES

All that certain parcel of land situate and being in the City of New Bern, North Carolina and more particularly described as follows:

Beginning at a point in the right of way line of Neuse Boulevard at the southernmost corner of the tract of parcel of land conveyed to the State of North Carolina by deed which is recorded in the Craven County Register of Deeds in Book 540 at Page 365; thence S 51°07'31" E 487.85 feet, N 38°42'29" E 20 feet and S 51°07'31" E 670.28 feet along the right of way line of Neuse Boulevard; thence N 38°43'48" E 910.91 feet along the Medical Arts Center of New Bern and The Guardian Care Center lines; thence S 75°16'26" E 304.02 feet, N 54°05'33" E 236.80 feet and N 76°01'05" W 374.89 feet along the centerline of a ditch; thence N 38°43'48" E 414.20 feet along The Green Park Apartments line to a concrete monument; thence N 45°56'19" W 666.82 feet to a concrete monument; thence S 41°53'12" W 639.58 feet and N 50°52'54" W 690.35 feet along the lines of Bern View Park Addition as recorded in the Craven County Register of Deeds in Map Book 9, Page 43; thence S 41°51'58" W 267.20 feet, S 42°48'41" W 370.24 feet, S 51°07'31" E 273.11 feet, thence S 38°51'29" W 328.50 feet, to the place of beginning, containing 39.86 Acres.

Also the possibility reverter interest in and to the parcel heretofore conveyed by deed recorded in Book 540, Page 365 from Craven County, North Carolina to the State of North Carolina and more particularly described as follows:

Beginning at a point in the right of way line of Neuse Boulevard at the southernmost corner of Lot 1 according to the W. G. Hadnott Subdivision which is recorded in the Craven County Register of Deeds in Map Book 4, Page 65; thence S 51°07'31" E 312.00 feet along the right of way line of Neuse Boulevard; thence N 38°52'29" E 328.5 feet; thence N 51°07'31" W 273.11 feet; thence S 44°41'55" W 160.96 feet and S 46°30'20" W 169.88 feet along the centerline of a ditch to the place of beginning; containing 2.20 Acres.

SAVING AND EXCEPTING from the above-described tracts or parcels of land the following:

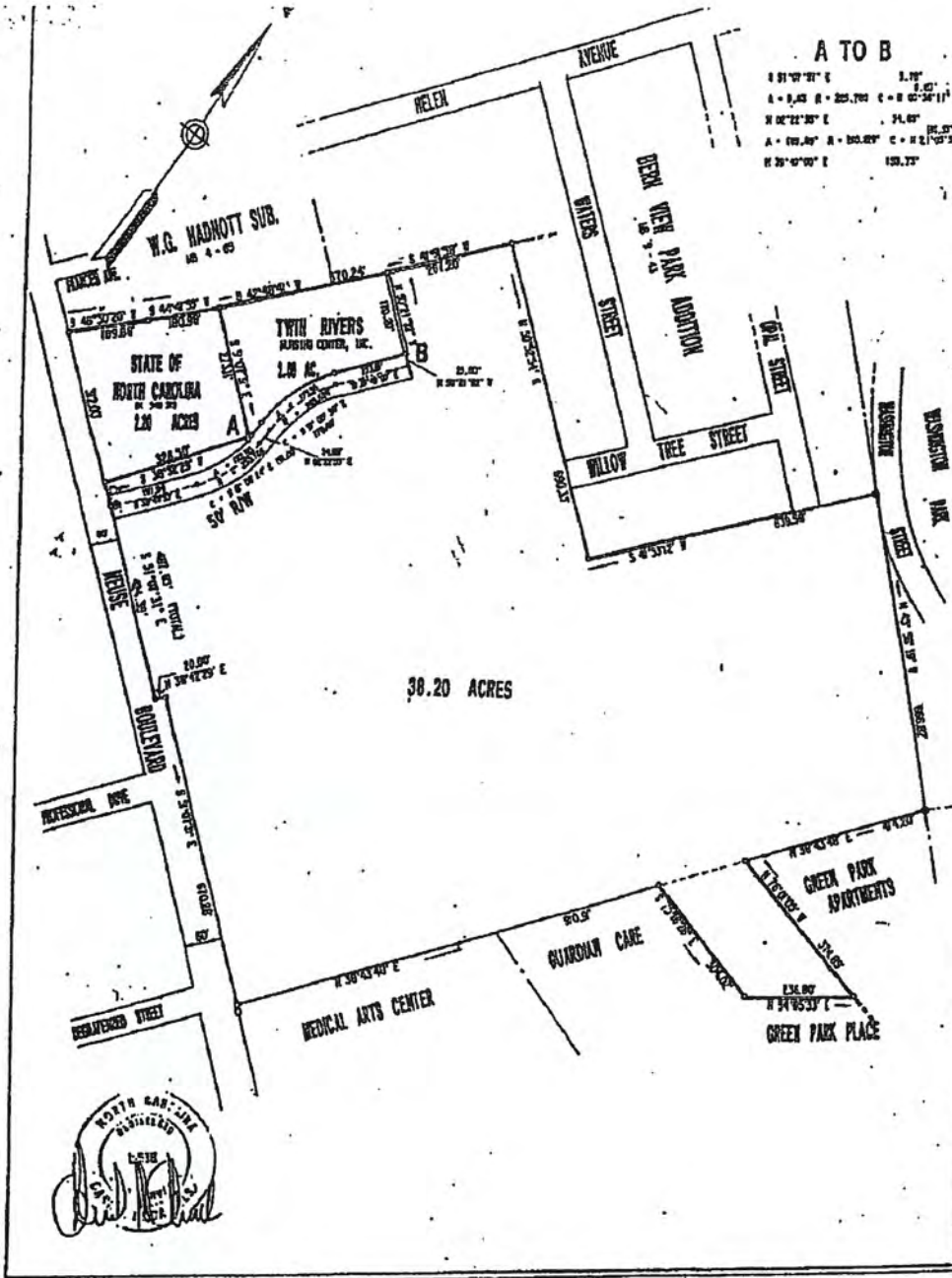
All that certain tract or parcel of land situate and being in the City of New Bern, North Carolina and more particularly described as follows:

Beginning at the northeastern corner of that certain tract or parcel of land heretofore conveyed by deed recorded in Book 540, Page 365 from Craven County to the State of North Carolina; thence South 51°07'31" East 3.10 feet to the western line of a 50 foot right of way; thence along and with the western line of said 50 foot right of way the following: a curve to the left, an arc distance of 9.63 feet with a radius of 225.766 feet and a chord of North 03°36'11" East 9.63 feet; North 02°22'55" East 34.69 feet, a curve to the right, an arc distance of 189.89 feet with a radius of 290.628 feet and chord of North 21°05'58" East 186.53 feet, and North 39°49'00" East 153.73 feet; thence North 50°21'22" West 170.20 feet along the centerline of a ditch to the intersection of another ditch; thence South 42°48'41" West 370.24 feet along the centerline of a ditch to the northwestern corner of the said State of North Carolina parcel; thence South 51°07'31" East 273.11 feet along the northern line of the State of North Carolina parcel to the place of beginning; containing 1.66 acres.

Also saved and excepted, a 50 foot right of way for the purpose of ingress, regress and egress, the centerline of which is more particularly described as follows:

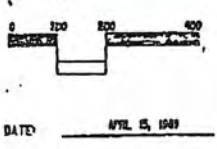
Beginning at a point in the northern right of way line of Neuse Boulevard, which is located South $51^{\circ}07'31''$ East 63.46 feet along the northern line of Neuse Boulevard from the southeastern corner of said State of North Carolina parcel; thence along and with the centerline of the right of way the following: North $39^{\circ}49'53''$ East 197.94 feet, a curve to the left, an arc distance of 163.90 feet with a radius of 250.766 feet and a chord of North $21^{\circ}06'24''$ East 161.00 feet, North $02^{\circ}22'55''$ East 34.69 feet a curve to the right, an arc distance of 173.55 feet with a radius of 265.628 feet and a chord of North $21^{\circ}05'58''$ East 170.48 feet, and North $39^{\circ}49'00''$ East 153.81 feet to the terminus of the 50 foot right of way.

All of the above-described tracts of land are shown on a map which is hereto attached and made a part of this description as Exhibit A.



A TO B

81°07'31" E	3.70'	
A = 8.45	B = 253.700	C = 8 02'30" E
82°21'35" E	34.65'	
A = 109.80'	B = 105.00'	C = 812'05" E
83°07'00" E	158.75'	



SURVEY FOR
Craven Regional Medical Authority
 NEW BERN, N.C.

EASTERN ENGINEERING & ASSOCIATES
 302 TWEED ROAD
 NEW BERN, N.C.

EXHIBIT B

ADDITIONAL LEASE COVENANTS

1.

Tenant shall operate the Premises under the name of CarolinaEast Health System, by which name Tenant shall be continually known and operated.

2.

Tenant shall furnish monthly financial statements to Landlord as well as annual certified financial statements, which shall show the financial condition of Tenant, operating costs and expenditures. In addition, Tenant shall furnish all documentation relating to the EMS services described in Section 4.1(a) of the Lease that Landlord is required to have access to provide to other governmental entities by law.

3.

Landlord shall not be in any way responsible or liable for the management and operation of Tenant and its facilities, or for any act or commission or omission on the part of Tenant, which is a separate entity from Landlord.

4.

It is understood and agreed that any properties apart from the Land, Building and improvements other than personalty and equipment generated by Tenant or acquired by Tenant with funds donated by any foundation or charitable corporation or organization shall be and remain the absolute property of Tenant, and that Landlord shall in no event acquire any right, title or interest therein, and that the same shall be exempted from the foregoing provisions that otherwise would be to the contrary. Further, in the event Tenant is liquidated or dissolved and Landlord becomes the owner of any properties acquired from funds of such foundation or charitable organization or corporation, then said property so purchased shall be delivered and given by Landlord to some other voluntary, non-profit corporation then operating a voluntary, non-profit hospital entity in Craven County. Provided, further, that before delivery of any such property to any voluntary, non-profit hospital located in Craven County as above provided, approval of such gift and delivery shall be obtained from the donor of the funds used to acquire such property. It is the intent of this paragraph that Craven County shall, in no way and under no circumstances, become the owner of, or profit either directly or indirectly by reason of the acquisition thereof by funds obtained from such foundation or charitable organization or corporation.