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EXHIBIT A

BILL OF SALE AND ASSIGNMENT

Attached.

NORTH CAROLINA

**BILL OF SALE, ASSIGNMENT AND
ASSUMPTION AGREEMENT**

CRAVEN COUNTY

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into and made effective as of the ___ day of September, 2014 (the "Effective Date") by and between CRAVEN COUNTY, a North Carolina body politic and corporate ("Seller") and PRUITTHEALTH HOME HEALTH, INC., a Georgia corporation ("Purchaser").

RECITALS:

A. Seller and Purchaser are parties to that certain Asset Purchase Agreement dated September ___, 2014 (the "Asset Purchase Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Seller has agreed to assign, transfer, sell and convey to Purchaser, and Purchaser has agreed to purchase, accept and assume from Seller, all of Seller's right, title, interests and obligations to and under the Assets other than the Excluded Assets.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Purchaser agree as follows:

1. Transfer and Conveyance. On the terms and subject to the conditions, representations, warranties, covenants and indemnities contained in the Asset Purchase Agreement, Seller hereby sells, conveys, assigns, transfers, grants, bargains, and delivers to Buyer, free and clear of all pledges, security interests, mortgages, liens and encumbrances, and Buyer hereby accepts and assumes from Seller, all legal, beneficial and other rights, title, benefit, privileges, and interest in and to the Assets. TO HAVE AND TO HOLD the Assets unto Purchaser, its successors and assigns, forever, and Seller does hereby bind itself and its successors and assigns to warrant and forever defend, all and singular, title to the Assets unto Purchaser, its successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Purchaser.

2. Seller Liabilities. Seller shall remain liable and discharge all Retained Liabilities. Notwithstanding anything contained herein or in the Asset Purchase Agreement to the contrary, the Excluded Assets (and all liabilities and obligations thereunder) are not subject to this Agreement and shall be retained by Seller following the Closing Date.

3. Binding Effect. This instrument shall inure to the benefit of Purchaser and its successors and assigns and shall be binding upon Seller and its successors and assigns.

4. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single instrument.

5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law principles.

6. Conflicting Terms. Notwithstanding anything herein to the contrary, the provisions of this Agreement shall be subject to the provisions of the Asset Purchase Agreement, and to the extent they are inconsistent, the provisions of the Asset Purchase Agreement shall be controlling.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered as of the Effective Date.

**SELLER:
CRAVEN COUNTY**

By: Thomas F. Mark, Chairman _____

ATTEST:

Date Signed: _____

Gwendolyn Bryan, Clerk

[SEAL]

**PURCHASER:
PRUITTHEALTH HOME HEALTH, INC.**

By: _____

Its: _____

ATTEST:

Date Signed: _____

_____, Secretary

[SEAL]

EXHIBIT B

LEASE AGREEMENT

Attached.

THIS LEASE is effective as of _____, 2014 (the "Effective Date") by and between Craven County, a North Carolina body politic and corporate (hereinafter referred to as "LANDLORD"), and PruittHealth Home Health, Inc., a Georgia corporation (hereinafter referred to as "TENANT").

WITNESSETH:

In consideration of the payment of rental hereinafter agreed to be paid and the covenants, promises, acts, and things to be done and performed by the parties hereto, one with the other, at the times and in the manner hereinafter set forth, LANDLORD hereby leases unto TENANT approximately 452 square feet of office space identified as Room 170 and its adjoining closet (the "Premises"), located at 2818 Neuse Boulevard in New Bern, North Carolina (the "Building"), and is depicted in Attachment A.

1.0 TERM: The term of this Lease shall be for a period of one (1) year, beginning on the Effective Date and ending at 11:59:59 p.m. on the day before the first anniversary of the Effective Date. Notwithstanding the term of this Lease, TENANT shall have the right to terminate, without penalty, upon providing of not less than thirty (30) days prior written notice. Notwithstanding the foregoing, in the event that this Lease is terminated during the first year of its term, the parties will not enter into a substantially similar lease during the year following the Effective Date.

2.0 RENTAL: TENANT shall pay LANDLORD without notice or demand during the term of this Lease payable in advance on the first day of each month during the term of this Lease as follows:

Months 1-12 -- \$500.00 per month

Rental payments received after the 10th day of the month shall have a late fee of \$5.00 per day added from the due date. Any check issued by TENANT returned marked Non-Sufficient Funds (NSF) will have a service fee charged of \$50.00. Rent will be paid to Craven County, Attn.: Finance Department, 406 Craven Street, New Bern, North Carolina 28560.

3.0 USE AND OCCUPANCY: TENANT agrees to use said Premises to operate the administrative office of its home health agency licensed to provide home health and related services in Craven County, North Carolina, and for no other purpose except with the written consent of LANDLORD.

The Premises are leased to TENANT subject to all zoning restrictions and all ordinances, and all building restrictions and regulations adopted by any governmental authority

having jurisdiction which may now or hereafter affect the Premises; and TENANT agrees that it will make no unlawful or offensive use of the Premises and will use and maintain any equipment, appliances, or apparatus therein or thereon in accordance with the laws, ordinances and requirements of any such governmental authority affecting the same.

4.0 ANCILLARY SERVICES: LANDLORD shall provide to TENANT:

- 4.1 Use of phone system, but at Tenant's expense
- 4.2 Phone system support for troubleshooting and system changes
- 4.3 HVAC maintenance, replacement, and repairs
- 4.4 Utilities
- 4.5 Pest Control
- 4.6 Waste Management
- 4.7 Lawn and landscape management
- 4.8 Parking lot maintenance and snow removal
- 4.9 Fire Extinguisher Maintenance
- 4.10 Janitorial services to include all paper and soap products
- 4.11 Shredding Services
- 4.12 Fire Alarm Monitoring Services
- 4.13 Access, on a reservation basis, to reasonable use of meeting rooms 163, 164 and 191.

5.0 TAXES: To the extent assessed on the Premises, LANDLORD shall be responsible for all real estate ad valorem taxes.

6.0 REPAIRS: LANDLORD shall be responsible for and shall keep the roof, outside walls, gutters, and downspouts in a good state of repair and shall be responsible for any damage sustained by TENANT resulting from any defects in the outer walls, roof, gutters, and downspouts. If after ten (10) calendar days following notice by TENANT of any defects in the outer walls, roof, gutters, and downspouts have not been repaired and that impact TENANT'S use of the Premises, TENANT may arrange for needed repairs and abate the next rent payments) in the amount of the said repair.

6.1 LANDLORD agrees to make ALL repairs and replacements required to maintain the heating and air conditioning systems, however, LANDLORD shall not be responsible for any repairs necessitated by the negligent or willful acts of TENANT, its agents, servants, employees or business invitees.

6.2 LANDLORD shall be responsible for the coordination and payment for repairs to common areas, driveways, sidewalks, building mounted exterior lighting, parking lot expenses, management costs, and shall be responsible for snow removal from the parking areas.

7.0 GLASS: TENANT shall, if caused by negligent actions of TENANT, its agents, servants, employees or business invitees, be liable for any damage to or breakage of glass on the Premises occurring during the term of this Lease or any extension thereof, and agrees that it shall promptly replace any such broken glass at its own cost and expense. TENANT may procure glass insurance for the Premises. LANDLORD shall be liable for

other damage to or breakage of glass on the Premises occurring during the term of this Lease or any extension thereof if such damage or breakage is not due to the negligent actions as noted above.

- 8.0 ALTERATIONS AND IMPROVEMENTS: TENANT shall not make any improvements, alterations, or additions to the Premises except upon written consent and approval of LANDLORD, which consent shall not be unreasonably withheld. Any such improvements, alterations, or additions shall be and become the property of LANDLORD provided, however, LANDLORD may, at its option, except for improvements authorized and consented to by LANDLORD, require TENANT to remove such improvements, alterations, or additions and restore the Premises as same as existed at the beginning of the term of this Lease, normal wear and tear excepted.
- 9.0 SIGNS: TENANT acknowledges that it may not affix identification or logo signage, to the exterior of the Building and that identification signage may only be placed in the interior; provided, however, such signage and the location at which such signage will be affixed must be approved in advance by LANDLORD, which approval shall not be unreasonably withheld.
- 10.0 INSURANCE: LANDLORD shall be responsible for and shall carry fire, casualty, and extended coverage insurance insuring the Premises. LANDLORD shall have no obligation to insure any property or equipment of TENANT and TENANT shall procure and maintain at its expense throughout the term of this Lease a policy or policies of commercial property insurance, issued on an "all risks" basis, and insuring the full replacement cost of its furniture, equipment, supplies, and other property owned, leased, held, or possessed by it and contained in the Premises. TENANT also shall procure and maintain at its expense throughout the term of this Lease, a policy or policies of commercial general liability insurance, insuring TENANT and LANDLORD against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition, use, or occupancy of the Premises, or in any way occasioned by or arising out of the activities of TENANT, its agents, contractors, employees, or guests in the Premises. LANDLORD and TENANT each shall have included in all policies of insurance respectively obtained by them a waiver by the insurer of all rights of subrogation against the other in connection with any loss or damage thereby insured against. To the full extent permitted by law, each of LANDLORD and TENANT waives all right of recovery against the other for, and agrees to release the other from liability for, loss or damage to the extent that such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage, and the proceeds of such insurance are actually collected. TENANT will not do, suffer or permit anything to be done in or about the Premises that will affect, impair or contravene any policies of insurance against the loss or damage by fire, casualty or otherwise that may be placed thereon by LANDLORD.
- 11.0 FIRE OR OTHER CASUALTY: It is understood and agreed that in the event said Premises shall be totally destroyed by fire or other casualty or cause, or shall be

damaged as to become untenable, the tenancy shall terminate. If the damage to the Premises is of such nature that same can be repaired within ninety (90) days from the date of said fire or casualty, LANDLORD'S insurance proceeds shall restore the damaged Premises provided, however, that during the period of such restoration, the rental of TENANT shall be abated in proportion to the part of the Premises so damaged and made untenable. If the Premises are so damaged that same cannot be restored within ninety (90) days LANDLORD may intervene to restore the Premises to LANDLORD and TENANT'S MUTUAL satisfaction so that Lease may resume and recommence. If the Premises are so damaged that restoration and satisfaction therefrom cannot be completed within ninety (90) days from date of destruction, then TENANT may, at its option, terminate this Lease.

11.1 If the parties cannot agree as to the date of the fire or other casualty or the extent of the damage and time for restoration or any other fact arising from any fire or other casualty, LANDLORD shall select a representative, and TENANT shall select a representative, and the two so selected representatives shall select a third representative; and the decision of any two of the three so selected representatives shall be binding and conclusive upon the parties hereto; and the payment of the so selected representatives shall be paid one-half by LANDLORD and one-half by TENANT.

12.0 HAZARDOUS SUBSTANCES:

12.1 **Definition of Hazardous Material.** "Hazardous Material" means polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, asbestos, formaldehyde, radon gas, lead-based paint, black/toxic mold, fuel, chemical storage tanks, and any contaminated soil or water, or any other hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the environmental laws or listed as such by the Environmental Protection Agency. "Environmental Laws" means any current or future governmental law, regulation or ruling applicable to the environmental conditions on, under or about the leased property including, without limitation, the Comprehensive Environmental Response, Toxic Substances Control Act and the Clean Water Act.

12.2 **Responsibility of LANDLORD to TENANT.**

- a) LANDLORD warrants and represents that it is unaware of any "Hazardous Material," as specifically defined in Section 12.1., existing in, on or under the demised Premises on the date the Lease is signed by TENANT.
- b) LANDLORD warrants and represents that any use, storage treatment, or transportation of Hazardous Material that has occurred in or on the Premises prior to the date hereof and during the term of any previous tenancy has been in compliance with all applicable federal, state, and local laws, regulations and ordinances. LANDLORD additionally warrants and

represents that no release, leak, discharge, spill, disposal, or emission of Hazardous Material has occurred in, on or under the Premises during any previous tenancy.

- c) LANDLORD further warrants and represents that, from the date the Lease is signed by TENANT through the term of the Lease, if either LANDLORD or TENANT discovers Hazardous Material existing in, on or under the demised Premises which can reasonably be attributable to: (a) a previous tenant, (b) a building defect caused by faulty design, construction or maintenance, or (c) any other event over which TENANT has no control, then LANDLORD will bear responsibility for remediation of Hazardous Material so discovered not attributable to TENANT.
- d) LANDLORD will further indemnify and hold TENANT harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses including, without limitation, any and all sums paid for settlement of claims, attorney fees, consultant and expert fees, arising from Hazardous Material discovered not attributable to TENANT.
- e) LANDLORD has ten (10) calendar days within which to arrange for needed repair or remediation if TENANT makes notice of discovery to LANDLORD. If after ten (10) calendar days LANDLORD has not arranged for needed repair or remediation, TENANT may make the arrangements and abate future rent payment(s) by the amount of the repair or remediation.
- f) LANDLORD has ten (10) calendar days within which to notify TENANT if LANDLORD discovers Hazardous Material.

12.3 Responsibility of TENANT to LANDLORD.

- a) TENANT shall not cause or permit any Hazardous Material to be used, stored, generated or disposed of on or in the Premises by TENANT, TENANT'S agents, employees, contractors, or invitee without first obtaining LANDLORD'S written consent. If Hazardous Material as used, stored, generated, or disposed of on or in the Premises except as permitted above, or if the Premises becomes contaminated in any manner for which TENANT is legally liable, TENANT shall indemnify and hold harmless LANDLORD from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in the value of the Premises, damages caused by loss or restriction of rentable or useable space, and any and all sums paid for settlement of claims, attorney fees, consultant, and expert fees) arising during or after the lease term and arising as a result of that contamination by TENANT.
- b) This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state or local agency or

political subdivision. Without limitation of the foregoing, if TENANT causes or permits the presence of any Hazardous Material on the Premises and that results in contamination, TENANT shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Material on the Premises. TENANT shall first obtain LANDLORD'S approval for any such remedial action.

- c) TENANT agrees to indemnify and hold LANDLORD harmless from any and **all** claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorney fees, consultant, and expert fees) arising during or after the term of the lease from or in connection with the presence or suspected presence of Hazardous Material in or on the Premises resulting from contamination of the Premises by TENANT at any time during any term of this Lease or a previous lease by TENANT of the same Premises.

12.4 **Corrective Action.** If LANDLORD or LANDLORD'S representatives shall detect any violation of the provisions of Section 12.0, including the presence of any contamination of soil or groundwater caused by TENANT'S use of Hazardous Material, LANDLORD shall notify TENANT of such violation, and TENANT shall take immediate steps to correct such violation.

If, in LANDLORD'S judgment, steps taken by TENANT are inadequate or untimely, LANDLORD or its representative shall be entitled to enter the Premises and take whatever corrective action LANDLORD deems necessary to correct the violation. TENANT hereby agrees to indemnify and hold LANDLORD harmless from any costs, expenses, or liabilities resulting from LANDLORD'S exercise of its rights under Section 12.0.

12.5 **Inspection of Premises.** During the term of the Lease, LANDLORD or its representatives shall have the right, but not the obligation, to enter the Premises at all reasonable times for the purposes of inspecting and determining TENANT'S compliance with the provisions of Section 12.0. Such inspections may include any testing which does not unduly interfere with TENANT'S business.

12.6 **Survival.** The provisions of this Section 12 shall survive the expiration or termination of this Lease.

13.0 INDEMNIFICATION:

13.1 TENANT shall, during the term of this Lease, hold and save harmless LANDLORD against any and all claims, suits, judgments, damages and liability to person or persons, whether in the employment of TENANT or the public, for property or personal damages, or both, arising out of any cause or condition incident to and connected with the Premises used and occupied by TENANT and caused by the negligence of TENANT, its employees, agents, or the public.

13.2 LANDLORD shall, during the term of this Lease, hold and save harmless TENANT against any and all claims, suits, judgments, damages and liability to person or persons, whether in the employment of LANDLORD or the public, for property or personal damages, or both, arising out of any cause or condition incident to and connected with premises used and occupied by LANDLORD and caused by the negligence of LANDLORD, its employees, agents, or the public.

14.0 TERMINATION AND SURRENDER: TENANT agrees that at the termination of this Lease, or upon any sooner termination provided herein, to surrender the Premises hereby demised in as good order and condition as the said Premises are at the beginning of the term of this Lease, ordinary wear and tear and improvements made with LANDLORD'S consent excepted. It is specifically agreed that upon the termination of this Lease, TENANT may remove its property and equipment provided all rentals due have been paid and all conditions and obligations required of TENANT under the Lease have been met and provided further that TENANT shall be liable and responsible for any damage occasioned by the removal of any of its property and equipment and shall restore the Premises to as good order and condition as the Premises existed at the time TENANT took possession of same, ordinary wear and tear and improvements made with LANDLORD'S consent excepted.

15.0 SUBORDINATION. ATTORNMENT AND NONDISTURBANCE.

15.1 TENANT agrees that this Lease Agreement shall be subordinate to any mortgage now or hereafter encumbering the Premises or the Building or any component thereof, and to all advances made or hereafter to be made upon the security thereof. The terms of this provision shall be self-operative and no further instrument of subordination shall be required. TENANT, however, upon request of any party in interest, shall execute promptly such instrument or certificates as may be reasonably required to carry out the intent hereof, whether said requirement is that of LANDLORD or any other party in interest, including, without limitation, mortgagees.

15.2 If any mortgagee elects to have this Lease superior to its mortgage and signifies its election in the instrument creating its lien or by separate recorded instrument, then this Lease shall be superior to such mortgage. The term "mortgage" as used herein, includes any deed to secure debt, deed of trust or security deed and any other instrument creating a lien in connection with any other method of financing or refinancing. The term "mortgagee" refers to the holder of the indebtedness secured by a mortgage.

15.3 Within ten (10) days after request therefore by LANDLORD, TENANT agrees to execute and deliver to LANDLORD in recordable form an estoppel certificate prepared by LANDLORD and addressed to any mortgagee or assignee of LANDLORD'S interest in, or purchaser of, the Premises or the Building or any part thereof, certifying (if such be the case) that this Lease Agreement is unmodified and is in full force and effect (and if there have been modifications,

that the same is in full force and effect as modified and stating said modifications); that there are no defenses or offsets against the enforcement thereof or stating those claimed by TENANT; and stating the date to which rent and other charges have been paid. Such certificate shall also include such other information as may reasonably be required by such mortgagee, proposed mortgagee, assignee, purchaser or LANDLORD.

- 15.4 In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage covering the Premises or the Building, TENANT shall attorney to the purchaser at foreclosure or under power of sale, or to the assignee or transferee of LANDLORD'S interest, as the case may be, and shall recognize such person as LANDLORD under this Lease, provided such purchaser, assignee or transferee shall agree in writing to discharge LANDLORD'S obligations hereunder. TENANT agrees that the institution of any suit, action or other proceeding by any mortgagee to realize on LANDLORD'S interest in the Premises or the Building pursuant to the powers granted to a mortgagee under its mortgage, shall not, by operation of law or otherwise, result in the cancellation or termination of the obligations of TENANT hereunder. LANDLORD and TENANT agree that notwithstanding that this Lease is expressly subject and subordinate to any mortgages, any mortgagee, its successors and assigns, or other holder of a mortgage or of a note secured thereby, LANDLORD may sell the Building, in the manner provided in the mortgage and may, at the option of such mortgagee, its successors and assigns, or other holder of the mortgage or note secured thereby, make such sale of the Building subject to this Lease.
- 15.5 Notwithstanding any contrary provisions of this Lease, as a condition to the subordination and attornment provisions of this Article 15, so long as TENANT shall discharge its obligations under this Lease, its tenancy and possession shall not be disturbed nor shall this Lease be affected by any default under any mortgage or other instrument creating a lien on any or all of the Building or the Premises or any portion thereof, and in the event of any foreclosure or enforcement of such mortgage or other instrument, the rights of TENANT hereunder shall survive and this Lease shall in all respects continue in full force and effect.
- 15.6 Further, LANDLORD represents and warrants that nothing in any such mortgage or other lien to which this Lease is or may be subordinated adversely affects or will adversely affect the rights of TENANT in this Lease or its use and enjoyment of the Premises so long as TENANT is not in default under this Lease.
- 16.0 QUIET ENJOYMENT: LANDLORD hereby covenants that it has the right to lease such premises for the term of this Lease and that TENANT, upon payment of the rent herein stipulated and the performing and observing of obligations, terms and conditions imposed upon it hereunder, shall have the quiet and peaceful possession of said premises for and during the term of this Lease.

- 17.0 ASSIGNMENT: This Lease may not be assigned or sublet without the written consent of LANDLORD, which consent shall not be unreasonably withheld.
- 18.0 INSPECTION: TENANT shall allow LANDLORD or its agent to enter upon the Premises or any part thereof at any reasonable and convenient time for the purpose of examining and inspecting the same and for the making of any repairs or improvements which are necessary or required to be made by LANDLORD. LANDLORD or its agent may exhibit the Premises to prospective tenants at reasonable times.
- 19.0 BANKRUPTCY: If TENANT shall be adjudicated as bankrupt, make a general assignment for the benefit of creditors, take the benefit of any insolvency act, state or federal, wherein a permanent receiver or trustee in Bankruptcy shall be appointed for TENANT or in the event of any reorganization by TENANT under Chapter 11 of the Federal Bankruptcy Act, LANDLORD may, at its option, declare this Lease terminated and cancelled and take possession of the Premises.
- 20.0 NOTICE: Any notice herein provided by either party shall be deemed to be given two days after being posted in the United States registered or certified mail, postage prepaid, or sent by a nationally recognized over night carrier, and if for LANDLORD, shall be addressed to:

Craven County Board of Commissioners
Attn.: Jack Veit, County Manager
406 Craven Street
New Bern, North Carolina 28560

and, if for TENANT, shall be addressed to:

PruittHealth Home Health, Inc.
ATTN: Legal Department
1626 Jeurgens Court
Norcross, GA 30093

Or to such other address as either party shall furnish to the other in writing as a place for service of notice.

- 21.0 HOLDING OVER: In the event TENANT continues to occupy the Premises after the expiration of the term hereof, whether with or without the consent of LANDLORD, such tenancy shall be from month to month and in no event from year to year or from term to term, and such month to month tenancy shall be at the same monthly rental paid hereunder immediately prior to such expiration and upon all of the other terms, covenants and conditions of this Lease.
- 22.0 CONDEMNATION: If the Premises shall be taken or condemned by any competent authority for any public use or purpose during the term of this Lease, TENANT may

terminate this Lease at the time when the possession of the Premises shall be required by the condemning authority.

- 23.0 DEFAULT: If TENANT fails to pay any rental due hereunder or if TENANT defaults in fulfilling any of the covenants of this Lease, LANDLORD may give TENANT notice thereof. If such default is not remedied within thirty (30) days following such notice, all of TENANT'S rights under this Lease shall terminate and TENANT shall immediately quit and surrender the Premises to LANDLORD, but TENANT shall continue to be liable for the payment of rent and other sums hereunder.
- 24.0 WAIVER: No provision of this Lease shall be deemed to have been waived unless such waiver is in a writing signed by LANDLORD. No payment by TENANT or receipt by LANDLORD of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed accord and satisfaction and LANDLORD may accept such check or payment without prejudice to LANDLORD'S right to recover the balance of such rent or pursue any other remedy in this Lease.
- 25.0 OTHER REMEDIES: In the event of a breach by TENANT of any of the covenants or provisions hereof, LANDLORD shall have, in addition to any other remedies which it may have, the right to invoke any remedy allowed at law or in equity to enforce LANDLORD'S rights or any of them, as if re-entry and other remedies were not herein provided for.
- 26.0 BINDING EFFECT: This Lease shall be binding upon the parties hereto, their successors and assigns.
- 27.0 DELIVERY: This Lease may be executed and delivered simultaneously and by facsimile or other electronic means and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 28.0 PARKING: LANDLORD shall provide TENANT with access to at least 5 undesignated parking spots in the parking lots adjacent to and associated with the Building, which lots are available to the Building tenants and visitors on an "as available" basis.

[Signature page(s) follows]

**LANDLORD:
CRAVEN COUNTY**

By: _____
Thomas F. Mark, Chairman

ATTEST: Date Signed: _____

Gwendolyn Bryan, Clerk

[SEAL]

**TENANT:
PRUITTHEALTH HOME HEALTH, INC.**

By: _____
Its: _____

ATTEST: Date Signed: _____

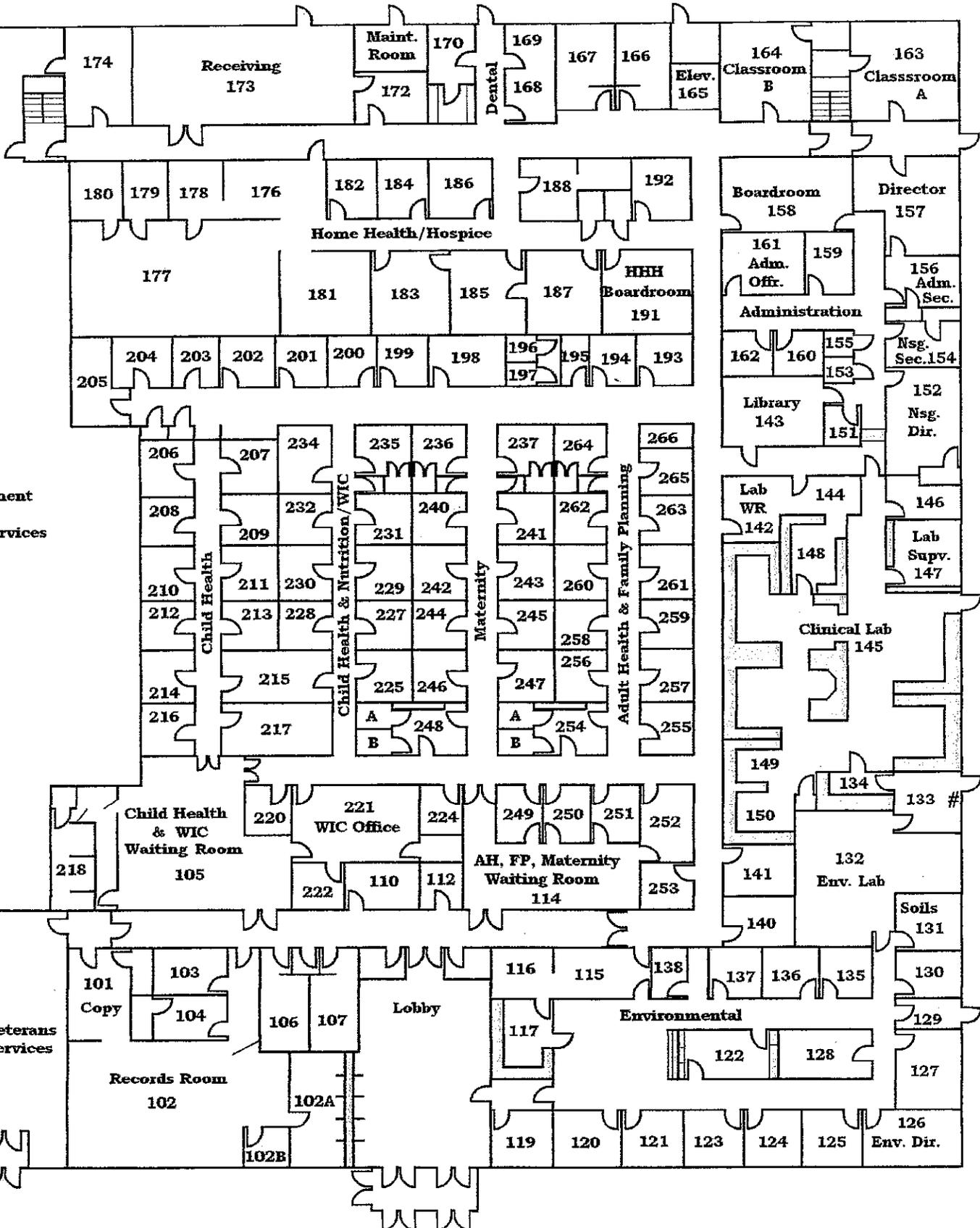
_____, Secretary

[SEAL]

ATTACHMENT A

PREMISES DESCRIPTION

Attached.



Department of Social Services

EXHIBIT C

IRS ASSET ALLOCATION

Tax Allocation - Form 8594	
Class I Assets: Cash	
Class II Assets: CDs and Stock	
Class III Assets: Mark-to-Market	
Class IV Assets: Inventory	
Class V Assets: All Other Assets	
Class VI Assets: 197 Intangibles	
Class VII Assets: Goodwill	
TOTAL PURCHASE PRICE	\$

SCHEDULE 1

EXCLUDED ASSETS

1. Seller's accounts receivable, cash, and cash equivalents owned by Seller associated with the Business, except as may be set forth in Section 13 of the Agreement.
2. Seller's bank accounts, except as may be set forth in Section 13 of the Agreement.
3. Seller's prepayments and deposits and proceeds from insurance cancellations.
4. Seller's furniture, furnishings, and equipment, except for in-stock and any trunk stock patient-related medical supplies and on-hand office supplies.
5. Seller's real or personal property used in the operation of the Business.
6. Seller' s motor vehicles.
7. All written and oral agreements and contracts of Seller related to the Assets or the Business other than those agreements and contracts, if any, that Purchaser, in its sole and absolute discretion, elects to assume (and to require Seller to assign) at Closing.
8. Seller's books, taxpayer numbers, and other documents relating to the organization, maintenance, and existence of Seller as a body politic and corporate.
9. The Retained Liabilities.

SCHEDULE 1(b)

CONTRACTS AND AGREEMENTS

None.

SCHEDULE 1(c)

FURNITURE AND EQUIPMENT

None.

Provided however, Seller shall make all of its furniture and equipment utilized by it in relation to the Home Health Agency available to the Purchaser during any Change in Ownership process until such time as the CMS issues its "Tie-In Letter."

SCHEDULE 18(c)

NOTICES AND CONSENTS

1. A determination by the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Certificate of Need Section, that Seller's sale, and Purchaser's acquisition, of the Assets is exempt from Certificate of Need review.

2. Agreement to and confirmation from the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Acute and Home Care Licensure and Certification Section ("AHCLCS"), of the separation of the hospice and home health services onto two separate licenses, and issuance of those licenses.

3. Written notice to the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Acute and Home Care Licensure and Certification Section ("AHCLCS"), in the manner prescribed by AHCLCS, of a contemplated licensure change of ownership (for the home health license).

4. Written notice to CMS, in the manner prescribed by CMS, of a contemplated change of ownership pursuant to 42 C.F.R. § 489.18.

SCHEDULE 18(f)

GOVERNMENTAL AUTHORIZATIONS

1. North Carolina Home Health License: HC0493
2. North Carolina CLIA Certificate of Waiver: 34D0859662
3. Medicaid Provider Number: 3407026 (If transferable)
4. Medicare Provider Number: 34-7026
5. National Provider Identifier: 1366448961

SCHEDULE 18(k)

CONFLICTS

1. A determination by the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Certificate of Need Section, that Seller's sale, and Purchaser's acquisition, of the Assets is exempt from Certificate of Need review.
2. Agreement to and confirmation from the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Acute and Home Care Licensure and Certification Section ("AHCLCS"), of the separation of the hospice and home health services onto two separate licenses, and issuance of those licenses.
3. Written notice to the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Acute and Home Care Licensure and Certification Section ("AHCLCS"), in the manner prescribed by AHCLCS, of a contemplated licensure change of ownership (for the home health license).
4. Written notice to CMS, in the manner prescribed by CMS, of a contemplated change of ownership pursuant to 42 C.F.R. § 489.18.