



VIDANT HEALTH™

March 15, 2012

Lemming Associates, LLC
Attn: Contracts
201 virginia Rd.
Edenton, NC 27932

RE: Contract #UHSP 678

To Whom It May Concern:

Vidant Health appreciates the opportunity to have worked with you regarding the above referenced contract. Enclosed please find a fully executed agreement for your records.

Please be advised that the Legal/Contract Department is not responsible for issuing Purchase Orders. Please contact your Vidant Health hospital representative regarding your PO.

If you have any questions regarding the enclosed, please do not hesitate to contact me at 252-847-0958 or you may also contact your hospital department contact for assistance.

Sincerely,

Meghan Ipock - AD

Meghan Ipock
Contracts Specialist
Office of Legal Affairs

Enclosures

cc: Chris Bullock, Attorney
Laura Hughes, Vidant Medical Center
Sharon Cahoon, Finance
Keith Manning, Vidant Health
Angi Gibbs, Vidant Health
Matthew Meyers, Vidant Health

LEASE AGREEMENT

BETWEEN

LEMMING ASSOCIATES, LLC, Landlord

AND

UHS PHYSICIANS, LLC, d/b/a VIDANT MEDICAL GROUP, Tenant

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is entered into by and between LEMMING ASSOCIATES, LLC, a North Carolina limited liability company (hereinafter referred to as "Landlord") and UHS PHYSICIANS, LLC, d/b/a Vidant Medical Group, a North Carolina non-profit limited liability company (hereinafter referred to as "Tenant"), this the 1st day of March, 2012.

WITNESSETH

WHEREAS, East Carolina Health-Chowan, Inc., d/b/a Vidant Chowan Hospital ("VCH") currently leases from Landlord 6,545 square feet, more or less, of the building located at 201 Virginia Road, Edenton, North Carolina pursuant to that certain lease agreement dated March 10, 2008 (the "VCH Lease"); and,

WHEREAS, Tenant currently leases the remaining 2,481.5 square feet, more or less, of the building located at 201 Virginia Road, Edenton, North Carolina, from Landlord pursuant to that certain lease agreement dated July 7, 2009 by and between East VCH and Landlord, which was subsequently assigned to Tenant pursuant to that Assignment and Assumption of Lease dated January 1, 2010 (the "UHSP Lease"); and,

WHEREAS, VCH, Landlord and Tenant desire and agree to terminate the VCH Lease and the UHSP Lease and enter into this Lease for the exclusive use of the entire building located at 201 Virginia Road, Edenton, North Carolina.

NOW THEREFORE, in consideration of the rents hereinafter agreed to be paid and in consideration of the mutual covenants and agreements hereinafter recited, Landlord does hereby lease and demise unto Tenant and Tenant does hereby lease and take as tenant from Landlord, the right to the exclusive use of 9,214 square feet, more or less, of the premises located at 201 Virginia Road, Edenton North Carolina 27932 (hereinafter called the Premises).

TO HAVE AND TO HOLD the said Premises unto Tenant upon the following terms and conditions:

1. TERM. The term of this Lease shall begin on the 1st day of March, 2012, and shall end at 12:00 midnight on the 28th day of February, 2014 (the "Term"), unless terminated by Tenant by the giving of thirty (30) days prior written notice

of termination. The term of this Lease shall automatically renew for additional one (1) year terms (the "Renewal Terms"), on the same terms and conditions, unless terminated by Tenant by the giving of thirty (30) days prior written notice of termination. In the event this Lease is terminated as provided herein, the parties may not enter into a new arrangement for the same or similar space during the first year of the original Term of the Lease.

2. RENT.

- a. For the Term, beginning March 1, 2012 and ending February 28, 2014, the Tenant shall pay to Landlord the sum of \$142,817.00 per year payable in monthly installments of \$11,901.42, each due on the first day of the month, in advance, during the term of this Lease, and payment for the first month of the Lease shall be made upon the date the Landlord shall have made the Premises available for possession by Tenant (the "Base Rent"). Base Rent for any partial month shall be paid in advance at a rate prorated to the number of days of possession. This represents \$15.50 per square foot per year rent rate.
- b. In the event Tenant elects not to terminate this Lease after the Term and allows the Lease to automatically renew, the rent shall be the Base Rent plus or minus any increase or decrease determined as follows. Immediately prior to the end of the Term, the Landlord shall compute the increase or decrease, if any, in the cost of living for the preceding Term based upon the "Revised Consumers Price Index-All Urban Consumers South-Class D (1982-84=100)" (the "Index"), published by Bureau of Labor Statistics of the United States Department of Labor. The Index number indicated in the column for the South-Class D, All Items, for the first month of the Term under this Lease shall be the "base Index number", and the Index number for the most recently published month at the time the Landlord is making the calculation shall be the "current Index number". The current Index number shall be divided by the base Index number. From the quotient thereof, there shall be subtracted the integer 1, and any resulting positive or negative number shall be deemed to be the percentage of increase or decrease in the cost of living. The percentage of increase or decrease shall be multiplied by the Base Rent paid during the Term to determine the amount of increase or decrease in Rent due for the next lease year. Immediately prior to the end of each subsequent lease year(s), if any, the adjustment calculation shall be repeated as set out above, utilizing the base Index number as determined for the Term and comparing it to the current Index number as determined in the manner set out above, to arrive at the percentage change, and that percentage multiplied by the amount of Base Rent to determine the Rent adjustment. The Landlord shall, within a reasonable time after obtaining the appropriate data necessary for computing such increase, give Tenant notice of any increase or decrease so determined, and the Landlord's

computation shall be conclusive and binding, but shall not preclude any adjustment which may be required in the event of a published amendment of the Index figures upon which the computation was based unless the Tenant shall, within 60 days after the giving of such notice, notify the Landlord of any claimed error therein. Any dispute between the parties as to such computation shall be determined by arbitration. The fixed Rent, as so determined and adjusted in accordance with the above calculations, shall be due and payable to the Landlord in equal monthly installments commencing with the first month of the yearly annual anniversary date of this Lease. If publication of the Consumers Price Index shall be discontinued, the parties shall accept comparable statistics on the cost of living for the city or area, as they shall be computed and published by an agency of the United States or by a responsible periodical of recognized authority then to be selected by the parties or, if the parties cannot agree upon a selection, by arbitration. In the event of (1) use of comparable statistics in place of the Consumers Price Index, or (2) publication of the Index figure at other than monthly intervals, there shall be made in the method of computation such revisions as the circumstances may require to carry out the intent of this section, and any dispute between the parties as to the making of such adjustment shall be determined by arbitration.

- c. The parties acknowledge and agree that the rent set forth in this Lease represents fair market value for the space leased under this Lease. Further, the parties acknowledge and agree that the space leased is reasonable and is necessary for legitimate business purposes. This Lease has been negotiated in an arms length transaction, has not been determined in a manner which takes into account the volume or value of referrals or business that may otherwise be generated between the parties, and the items and services to be provided as set forth herein reflect the commercially reasonable needs of the parties. Further, the parties represent and agree that this Lease does not violate anti-kickback or any state or federal law governing billing or claim submission and does not involve the counseling or promotion of a business arrangement or other activity that violates the law.

3. DELIVERY OF POSSESSION. Landlord will deliver possession of the Premises to Tenant at the commencement of the Term, provided however, if Landlord for any reason whatsoever cannot deliver possession of the Premises to Tenant at the commencement date of the Term as above specified, this Lease shall be voidable in the sole discretion of the Tenant and Landlord shall liable to Tenant for any loss or damage resulting therefrom. No such failure to give possession on the date of commencement of the Term shall be construed in any way to extend the Term of this Lease. The other provisions of this paragraph 3 to the contrary notwithstanding, it is provided that if for any reason beyond the control of Landlord the possession of the Premises is not delivered to Tenant within thirty (30) days of the beginning of the Term as specified in Paragraph 1 hereof, then

this Lease may be terminated by Tenant and shall be deemed to be terminated upon the receipt by Landlord of written notice from the Tenant to such effect and thereupon neither party hereto shall have any further liability to each other.

4. DEFAULT. The occurrence of one or more of the following events shall constitute a default:
 - a. Tenant defaults in the due and timely payment of rent and such default continues for 30 days after notice from the Landlord.
 - b. Tenant files a petition in bankruptcy or insolvency or a petition for dissolution of Tenant is instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceedings are not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment.
 - c. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice thereof has been given to the defaulting party by the other party.
5. END OF TERM, HOLDING OVER. Upon expiration of the Term or expiration of the holdover term, or sooner termination, Tenant shall quit and surrender to Landlord the Premises, in good order and condition and in the "as is" condition as the premises existed on the commencement date of this Lease, ordinary wear and tear excepted, and Tenant shall remove from the Premises all of its property. If Tenant shall hold over after the expiration of the Term or other termination of this Lease, by such holding over Tenant and Landlord shall be deemed to have agreed to be bound by all of the terms and conditions of this Lease, including the Rent, except those as to the term thereof. At the end of the Term or expiration of the holdover term, or upon sooner termination, Tenant will voluntarily vacate the Premises or upon failure to do so, Landlord at its election, will take all necessary action to remove the Tenant from the Premises. In no event shall the hold over tenancy at will last longer than six (6) months.
6. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT. Landlord shall have the following remedies upon a default. Landlord shall have the right to terminate this Lease upon 30 days prior notice to vacate and Tenant's right to possession of the Premises at any time, and re-enter the Premises. Landlord's remedies are expressly limited to recovery of possession of the Premises. No course of dealing between Landlord and Tenant or any delay on the part of Landlord in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of Landlord hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

7. USE OF PREMISES, SIGNS. The Premises shall be used and occupied by Tenant as a medical office or for any lawful purpose. Tenant shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein. Tenant shall have the right to erect, affix or display on the exterior or interior walls, or doors and windows of the building, such sign or signs advertising the profession of its physicians, and the presence and location of its offices, subject to all regulations and ordinances with respect thereto.
8. ASSIGNMENT AND SUBLETTING. Tenant shall have the right to assign this Lease, or sublet the Premises or any part thereof, or license to a third party an interest in the Premises or any part thereof.
9. UTILITIES, ELECTRICITY, JANITORIAL, ETC.
 - a. Landlord shall furnish to the Tenant, during the Term and any Renewal Term, as applicable, at Landlord's sole cost and expense, and to the satisfaction of Tenant, the following:
 - i. Heating facilities, air conditioning facilities, hot and cold water facilities, electrical sockets, adequate toilet facilities, ventilation, and light fixtures; and,
 - ii. Required fire extinguishers and servicing, pest control, and outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper; and,
 - iii. All fire and safety inspection fees and storm water fees; and,
 - iv. All parking lot repairs, maintenance, patching and re-striping as necessary.
 - b. Tenant shall be responsible for and pay for the following:
 - i. All janitorial and cleaning services and supplies, including cleaning of interior and exterior glass; and,
 - ii. Security system monitoring and services, telephone service and cable service; and,
 - iii. All electrical power, gas (natural or LP), oil, water, sewer, basic telephone service, cable TV, and other utilities at the Premises.
10. ALTERATIONS BY TENANT. Upon 45 days prior written notice to Landlord, Tenant shall have the right to make reasonable alterations, additions or

improvements to the Premises. All alterations, additions or improvements made by, for, or at the direction of Tenant shall, when made become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease. Tenant shall have no duty to reimburse Landlord for any expense or cost incurred by Landlord restoring the Premises to the condition in which the Premises were at the time Tenant shall have occupied the same, unless arising from Tenant's negligence. Tenant shall promptly pay and discharge any and all licenses, taxes, liens or other charges arising out of or in connection with the performance of any act required of or permitted Tenant hereunder and shall keep the Premises free and clear from any and all such liens or charges.

11. TAXES. Landlord shall pay all ad valorem real estate taxes, if any, as they become due, and Tenant shall pay taxes assessed against its personalty in the Premises.
12. COMPLIANCE WITH CODES AND ORDINANCES. Landlord covenants, represents and warrants that, during the Term and any Renewal Term, the Premises and appurtenances thereto shall conform with all applicable construction and building codes and with every applicable requirement of law or duly constituted authority and to the applicable requirements of all carriers of insurance on the Premises. Failure or refusal by Landlord to ensure the compliance of the Premises with all applicable laws shall constitute breach of this Agreement and Tenant shall be entitled to terminate this Agreement as of the date of the Landlord's refusal.
13. REPAIRS AND MAINTENANCE. Landlord shall be responsible for the replacement of filters on the heating and air conditioning equipment. Landlord shall maintain and perform routine and regular maintenance on the heating and air conditioning equipment through out the term of this Lease, including but not limited to belts, refrigerant, compressor, and any and all parts and the entire unit if and when required. Landlord shall make as and when necessary, all repairs, whether interior or exterior to the electrical, plumbing, and other mechanical installations in or on the Premises, the roof, supporting walls, foundation, and to all plate glass doors and windows.
14. LANDLORD'S RIGHT OF ENTRY. Exclusively upon the prior written consent of the Tenant, which consent shall not be unreasonably withheld, the request for which shall be made by Landlord to Tenant stating a specific date and a reasonable time, Landlord may be granted permission to enter and to grant licenses to enter the Premises at such times and for such lengths of time as Tenant shall deem reasonable (a) to inspect the Premises, (b) for any purpose which Tenant shall deem necessary for the operation and maintenance of the Premises and the general welfare and comfort of its tenants, or (c) to abate any condition of this Lease which constitutes a violation of any covenant or condition of this

Lease; provided however, Landlord shall be liable for any loss or damage to the property of Tenant.

15. INDEMNIFICATION. Each party shall indemnify, defend and hold the other party, and the successors, assigns, agents and employees thereof, harmless from and against any and all claims, actions, damages, liabilities and expenses (including, without limitation, attorney and other professional fees) in connection with this Lease.
16. ANIMALS. Tenant shall keep no domestic or other animals on or about the leased premises.
17. INSURANCE AND INSURANCE RATES.
 - a. Landlord shall throughout the Term of this Lease, including any Renewal Term, carry fire and extended coverage insurance insuring its interest in the Building and Premises by insurance companies in such amounts as will adequately insure its interest in the building, Premises and any common areas, including but not limited to the parking areas. Landlord shall carry public liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, insuring against all liability of Landlord and its authorized representatives arising out of and in connection with the building, Premises and any common areas, including but not limited to the parking areas, which will show the Tenant as an additional insured. Landlord shall carry Workers Compensation insurance insuring against and satisfying Landlord's obligations and liabilities under the workers compensation laws of the state, as applicable. Landlord shall provide to Tenant prior to taking possession of the Premises certificates of insurance evidencing all required coverage under this Lease is properly in force as required by this Lease.
 - b. Throughout the Term of this Lease, including any Renewal Term, Tenant shall carry fire and extended coverage insuring its interest in the personal property in the Building and Premises, including but limited to its interest in its office furniture, equipment, supplies and other property. Tenant shall carry public liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises. Tenant shall carry Workers Compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the workers compensation laws of the state, as applicable. Tenant will provide to Landlord prior to taking possession of the Premises certificates of insurance evidencing all required coverage under this Lease is properly in force as required by this Lease.

18. FIRE OR OTHER CASUALTY. In case of damage by fire or other casualty to the Building located on the Premises, if the damage is so extensive as to amount practically to the total destruction of the Building, this Lease shall cease, and the rent shall be apportioned pro-rata on a calendar year basis to the time of the damage. In all other cases where the Building is damaged by fire or other casualty, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the Building untenable, in whole or in part, there shall be an apportionment of the rent prorated on a calendar year basis until the damage has been repaired. The above notwithstanding, in the event repairs have not been substantially completed within 60 days of such partial destruction, or cannot reasonably be expected to be fully completed within 120 days from the date of such partial destruction, Tenant has the right to cancel this Lease by providing written notice to the Landlord, such cancellation effective immediately. If Landlord shall elect to repair such damage, such repairs shall be commenced within fifteen days of notice to Tenant of such election and such repairs shall be completed within 120 days of notice to Tenant of such election. During the period of repair, the rent shall be reduced to an amount, which bears the same ratio to the rate as the portion of the Building then available for use bears to the entire Building. Upon completion of the repairs, the rent shall thereafter be paid as if no fire or other casualty had occurred. The other provisions of this paragraph notwithstanding, Landlord shall have no obligation to replace or repair any property in the Building or on the Premises belonging to Tenant or to any one claiming through or under Tenant, which such property Landlord shall have the right to require Tenant to remove from the Premises before any repairs are made to the Premises.
19. CONDEMNATION. If the Premises is partially or totally condemned or otherwise taken by the exercise of any governmental power, this Lease shall terminate on the date the condemnor has the right to possession of the property being taken. If a portion of the Premises or appurtenances thereto (such as parking) shall be condemned or otherwise taken by the exercise of any governmental power so as to render the Premises substantially unfit for use by Tenant, then Tenant can elect to terminate this Lease as of the date the condemnor has the right to possession of the property being taken.
20. QUIET ENJOYMENT. Landlord agrees that Tenant shall quietly have, hold and enjoy the Premises for the Term aforesaid.
21. ABANDONMENT. If at any time during the term of this lease Tenant abandons the demised Premises or any part thereof, Landlord may, at its option, enter the demised Premise by any means without being liable for a prosecution thereof, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may at its discretion, as agent for Tenant, re-let the demised Premises, or any part hereof, for the whole or any part of the then un-expired term, and receive and collect all rent payable by virtue of such re-letting, and at

Landlord's option, hold Tenant liable for any difference between the rent, late fees, interest, and costs (including attorney's fees) that would have been payable under this Lease during the balance of the un-expired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant and any property of Tenant is left on the Premises, it is deemed to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

22. NOTICE. Any notice required or permitted to be given hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid, to the following addresses:

To Landlord:

Lemming Associates, LLC
201 Virginia Road
Edenton, North Carolina 27932

To: Tenant

UHS Physicians, LLC
c/o Office of General Counsel
2100 Stantonsburg Road
Greenville, NC 27834

or at such other place or places as shall from time-to-time be designated in a notice similarly given. Notice shall be deemed given upon personal delivery or upon signing, or refusal to sign, of the return receipt. Each party shall at all times keep the other party informed of its current address and shall promptly notify the other party of any change specifying such changed address.

23. SUCCESSORS, HEIRS AND ASSIGNS. The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective successors, heirs, legal representatives and assigns.
24. COMPLIANCE BY TENANT WITH GOVERNMENTAL REGULATIONS. In the performance of any acts required of or permitted under this Lease, the parties shall obey and comply with all lawful requirements, rules, regulations and ordinances of all legally constituted authorities, existing at any time during the continuance of such performance in any way affecting the Premises or the use of the Premises. Without limiting the generality of the foregoing, Landlord and Tenant shall comply with all state and federal laws, including, but not limited to, 42 U.S.C. § 1320a-7b(b) and the regulations promulgated with respect thereto

(commonly known as the "Anti-kickback Statute"), 42 U.S.C § 1395nn and the regulations promulgated with respect thereto (commonly known as the "Stark Law"), and Article 28 of Chapter 90 of the North Carolina General Statutes, and P.L. 109-171 section 6032 and the regulations promulgated with respect thereto (commonly known as the "False Claims Act") being a part of the Social Security Act. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party hereto in connection with this Agreement, or should either party be deemed for any reason in violation of any statute or regulation arising from this Agreement, then this Agreement shall be renegotiated to comply with then current law. Neither party shall make or receive any payment that would be prohibited under state or federal law.

25. RECORDING. At the request of either party, Landlord and Tenant agree to execute a memorandum of lease for recording in the County where the Premises is located, and agree that the entire Lease shall not be recorded.
26. ENTIRE AGREEMENT AND AMENDMENTS. This Lease contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior written negotiations or agreements and all prior or contemporaneous oral negotiations or agreements between them regarding the subject matter hereof. This Lease may be amended only in writing which writing must be signed by both of the parties. Any prior lease covering the Premises in effect as of the date of this Lease between the parties is terminated by the execution of this Lease.
27. SEVERABILITY. If any provision, or portion thereof, of this Lease shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Lease but shall be limited in its operation to the provision of this Lease directly involved and only the illegal, invalid or unenforceable provision shall be deemed struck.
28. OBRA COMPLIANCE. The parties agree that upon request they will make their books, documents and records available to the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representative to the extent required by Section 952 of the Omnibus Budget Reconciliation Act of 1980 and will obtain a similar agreement from any related sub-contractor whom they engage to perform on their behalf.
29. JURISDICTION. This Lease has been entered into in the State of North Carolina and all questions with respect to the construction of this Lease and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina.

30. THIRD PARTY BENEFICIARY. The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Lease, arising out of this Lease. The parties agree that nothing in this Lease shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Lease.
31. NO REQUIREMENT TO REFER. Nothing in this Lease, whether written or oral, nor any consideration in connection herewith, contemplates or requires the referral of any patient by Landlord to the Tenant or to any other entity affiliated in any way with the Tenant. This Lease is not intended to influence the judgment of Landlord in choosing medical specialists or medical facilities appropriate for the proper care and treatment of patients. Neither Landlord nor its employees or agents shall receive any compensation or remuneration for referrals, if any, to the Tenant or any affiliate. This Lease has been negotiated as an arms-length transaction by independent parties, and the parties hereto agree that any and all rents, compensation and remuneration provided herein are at prevailing market rates.
32. HEADINGS AND SECTION NUMBERS. The headings and numbers of sections and paragraphs contained in the Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease.
33. DEFICIT REDUCTION ACT OF 2005. As specified in 42 U.S.C. § 1396a(a)(68), Landlord adopts Tenant's written policies regarding compliance with the federal False Claims Act, 31 U.S.C. 3729-3733, administrative remedies for false claims and statements, 31 U.S.C. Chapter 38, state laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such federal and state false claims laws, as well as detailed information regarding Tenant's policies and procedures for detecting and preventing fraud, waste, and abuse. Our policy(ies) is available at: <http://www.vidanthealth.com> for your review.
34. ELECTRONIC SIGNATURE. The parties represent and warrant that they have read and understand the Uniform Electronic Transactions Act, as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures as it is applicable to this Agreement, and the parties agree to and adopt the terms and conditions of the same. As such, this Agreement is "signed" if it includes a digital signature, symbol and/or action that is adopted or performed by either party or party's Electronic Agent with the present intent to authenticate or manifest assent to this Agreement, including via email, fax, photocopy, or other electronic means.
35. TERMINATION OF PRIOR LEASES. By their signatures hereinbelow, Landlord and Tenant do hereby acknowledge and agree that the VCH Lease and the UHSP Lease and all obligations, agreements, rights title, interest and estate granted thereunder respectively are terminated and shall be deemed to be of no

further force and effect. VCH joins in the execution of this document solely and exclusively for the purpose of terminating the VCH Lease. Landlord and Tenant agree and acknowledge that ECH shall have no obligations whatsoever under this Lease and its signature is merely an accommodation to the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

TENANT:

LANDLORD:

VIDANT MEDICAL GROUP

LEMMING ASSOCIATES, LLC

BY: Dave McRae
Dave McRae, CEO of University Health Systems of Eastern Carolina, Inc., d/b/a Vidant Health, agent for and on behalf of Vidant Medical Group

BY: Clayton Maddaloni
Manager

BY: Richard H. O. Stump
Manager

BY: Thomas C. Johnson
Manager

Vidant Chowan Hospital joins in the execution of this document solely and exclusively for the purpose of terminating the ECH lease. Landlord and Tenant agree and acknowledge that ECH shall have no obligations whatsoever under this Lease and its signature is merely an accommodation to the parties.

VIDANT CHOWAN HOSPITAL

BY: Dave McRae
Dave McRae, CEO of University Health Systems of Eastern Carolina, Inc., d/b/a Vidant Health, agent for and on behalf of Vidant Chowan Hospital

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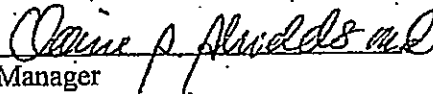
TENANT:

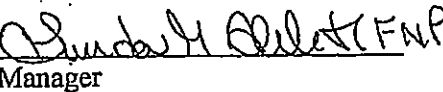
LANDLORD:


VIDANT MEDICAL GROUP

LEMMING ASSOCIATES, LLC

BY: _____
Dave McRae, CEO of University Health Systems of Eastern Carolina, Inc., d/b/a Vidant Health, agent for and on behalf of Vidant Medical Group

BY: 
Manager

BY: 
Manager

BY: 
Manager

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VIDANT CHOWAN HOSPITAL

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