

LEASE AGREEMENT

**STATE OF GEORGIA
HALL COUNTY**

THIS LEASE is made and entered into by and between **HALL COUNTY**, a political subdivision of the State of Georgia (hereinafter called “Lessor”) and **NORTHEAST GEORGIA PHYSICIANS GROUP, INC.**, a Georgia not-for-profit corporation (hereinafter called “Lessee”), with its principal offices located at 743 Spring Street NE, Gainesville, Georgia 30501.

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement dated September 25, 2008 and extended through extensions dated May 3, 2012 and November 10, 2016, under which Lessee leases approximately 6,000 square feet in the building occupied by the Hall County Health Department (hereinafter “Health Department Space”); and

WHEREAS, Lessor has determined that the Health Department requires additional and remodeled space to fulfill its mission; and

WHEREAS, Lessor has determined that, in order to better serve the needs of Hall County residents, Lessor will construct an additional building which will be leased to Lessee under the terms and conditions provided below;

NOW, THEREFORE, in consideration of the mutual benefits, covenants, and conditions herein set forth, the parties hereto agree as follows:

1. Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor Seven Thousand Six Hundred Thirty Two (7,632) square feet (“Premises” or “Leased Premises”), which constitutes the entire building under construction at the location labeled as “Proposed Medical Office Building” and included as part of the campus located at 1292 Athens Street, Gainesville, Georgia 30501, which location is marked in red on **Exhibit “A”** attached hereto and by this reference incorporated herein. As part of this Lease, Lessee shall have use of the other areas on the campus depicted on Exhibit “A”, including access drives, parking, dumpster and other spaces as further described in this Lease (said areas collectively referred to as “Campus”). The floor plan for the Premises is attached hereto as **Exhibit “B”** and by this reference incorporated herein. The parties understand and agree that Exhibits A and B are conceptual and subject to minor changes and modifications during the construction process, provided that both parties agree to said changes and modifications.

2. Term.

(a) The parties understand and agree that the Premises is under construction and will not be ready for occupancy until an occupancy permit is issued and the building is otherwise ready for occupancy for purposes of providing a primary care clinic. Lessor estimates this date to be July 31, 2024. The parties agree to cooperate in good faith to determine the date for occupancy (“Occupancy Date”).

(b) The term of this Lease shall commence on the date hereinafter agreed to by the parties as the Occupancy Date (“Effective Date”), and shall terminate at midnight on **December 31, 2044** (“Initial Term”). Provided Lessor has not given notice of termination under subparagraph 2(c) below, Lessee shall have the option of three renewal terms of five (5) years each (each hereafter referred to as a “Renewal Term”). Unless Lessee gives notice sixty (60) days before the end of the Initial Term or the end of either the first or second Renewal Terms that it does not wish to exercise its option to renew, this Lease will automatically renew. If Lessee determines that it will discontinue providing a primary care clinic in the Premises, it may terminate this Lease with ninety (90) days advance written notice.

(c) Notwithstanding the foregoing provision, this Lease shall terminate absolutely and without further obligation on the part of Hall County on December 31 of the calendar year of the Initial Term or any Renewal Term; provided, however, that the Lease shall automatically renew for each year of the Initial Term and any Renewal Term unless either Lessor or Lessee gives notice to the other party by July 1 of its intent to terminate the Lease at the end of the calendar year.

(d) The Parties acknowledge and agree that Lessee will continue occupying its current 6,000 square foot space in the Health Department building (“Health Department Space”) until a reasonable time after the Occupancy Date. The parties agree to cooperate in good faith to ensure an orderly transition from the Health Department Space to the Leased Premises.

3. Purposes/Rent/Compliance.

(a) Yearly rental for the Premises shall be Ten Dollars (\$10.00) and other good and valuable consideration. As consideration for the Lease of the Premises, Lessee agrees to maintain and staff a primary care medical clinic and provide medical care to Hall County residents including medically under-served residents, on a sliding fee scale, based on the patient's ability to pay. The parties hereto agree that assisting Hall County in providing access to primary care for its medically indigent and medically underserved populations shall serve as additional consideration for this Lease.

(b) The parties hereto expressly acknowledge that the consideration provided for in this lease has resulted from arms-length negotiations between the parties, has not been determined in any manner that takes into account the volume or value of any referrals or business otherwise generated between the parties, and as to the best knowledge of each party is

consistent with the fair market value for the space leased as set forth in this Lease Agreement. Neither party shall take any action in violation of the federal Anti-kickback Statute and the regulations promulgated thereunder, or the federal limitations on certain self-referrals (a/k/a Stark I and Stark II) and the regulations promulgated there under, or the Georgia Patient Self-Referral Act and the regulations promulgated there under.

4. **Signage.** Lessor shall provide Campus signage, which shall include entry monument signage with space for signage and logo provided for NGPG, substantially in accordance with the renderings attached as **Exhibit “C”**. Lessor also will provide directional signage to assist visitors and patients with orderly navigation to the Leased Premises. Lessor agrees that Lessee can erect one or more building mounted signs, and Lessor will cooperate in good faith to assist Lessee in obtaining any permits necessary for such signs. Lessee will be responsible for any costs associated with obtaining and installing such building mounted signage.

5. **Maintenance and Repairs.**

(a) Lessee shall not cause or permit any waste, damage, or injury to the Leased Premises.

(b) Lessor, at its sole expense, shall keep the Leased Premises as now or hereafter constituted with all improvements made thereto and the adjoining sidewalks, curbs, walls, parking areas, landscaping, and access roads clean and in good condition (reasonable wear and tear excepted) and shall make all maintenance, repairs and replacements, other than those of a cosmetic nature, whether ordinary or extraordinary, seen or unforeseen, necessary to maintain the Leased Premises.

(c) Lessor also shall be responsible for all Capital Maintenance. Capital Maintenance shall be defined as the necessary repair or replacement of the roof, walls, structural components, or the mechanical systems (HVAC, plumbing, etc.), fixtures, flooring, telephone, internet or electrical lines of the building located upon the Leased Premises.

6. **Office and Grounds Upkeep and Utility Bills.**

(a) **Utilities:** As part of the construction of the Leased Premises, Lessor shall separately meter the building for sanitary sewer, gas, water and electricity. Any costs associated with establishment of service, including fees associated with purchasing or installing needed meters, will be the responsibility of Lessor. As of the Occupancy Date, Lessee shall transfer service for sanitary sewer, gas, water and electricity in its own name and shall be responsible for payment of any bills in connection with said services. Also, as part of the construction of the Leased Premises, Lessor shall install the lines and infrastructure reasonably necessary for internet, telephone and facsimile service. Lessee shall be reasonable for establishing and paying any bills in connection with said services.

(b) **Pest Control, Waste Removal and Grounds.** Lessor will be responsible for lawn services, including snow and ice removal, and pest control for the Premises and the Campus.

Lessor will provide one or more dumpsters or similar waste containers, including waste removal, to serve the Premises.

(c) **Medical Waste/Janitorial:** Lessee shall be responsible for janitorial services for the Premises. Lessee, at its own expense, shall be responsible for disposing of any medical waste or similar waste which may not be placed in the waste containers provided by Lessor.

(d) **Keys, Security and Mailbox:** Keying and other security measures will be as agreed to by the parties. Lessor will provide a mailbox suitable for use for mail delivery in a mutually agreed on location.

7. **Use.** The Leased Premises shall be used exclusively for operation of a primary care clinic and related services.

8. **Parking.** Lessee and Lessee's employees, patients, agents, invitees, and guests are authorized to utilize at no additional cost the parking lot located adjacent to the Premises and elsewhere on the Campus. Other than those spaces designated as handicapped, no spaces will be reserved or designated for use exclusively by Lessor, Lessee or other visitors, employees or users of the Campus or Leased Premises.

9. **Assignment.** Lessee shall not assign, mortgage, or encumber this Lease, nor sublet or permit the Leased Premises or any part thereof to be used by others, other than Northeast Georgia Health System, Inc., or one of its subsidiaries, without the advance consent of Lessor, which consent shall not be unreasonably withheld. Any sublease to Northeast Georgia Health System, Inc. or its subsidiaries shall be for the purposes stated in Paragraph 3(a) above, unless otherwise agreed to by the parties.

10. **Taxes and Insurance.** Lessor shall be responsible for the ad valorem taxes, if any, on the Premises. Lessee shall be responsible for any ad valorem taxes, if any, on its furnishings and equipment in the Premises. Likewise, Lessor shall pay the premium for any hazard insurance it may desire on the Premises and Lessee shall pay the premium for hazard insurance on all furnishings and equipment Lessee places in the Premises.

11. **Default.**

(a) Any one or more of the following events shall constitute an event of default by Lessee under this Agreement, to wit:

(i) If Lessee fails to fully perform any of the terms or provisions of this Agreement and fails to remedy such failure of performance within thirty (30) days after receipt of written notice from Lessor.

(ii) If Lessee files a voluntary petition in bankruptcy, or for the reorganization or the adoption of any arrangement under the Federal Bankruptcy Act; or makes an assignment for benefit of his creditor; or consents to the appointment of a receiver for all or a substantial part of his property; or is adjudicated a bankrupt; or a

court order is entered appointing a receiver or trustee for all or a substantial part of Lessee's property; or, by court order, there is approved an involuntary petition filed for, or affecting an arrangement in bankruptcy, or for a reorganization pursuant to the aforementioned bankruptcy act; or, a court assumes custody by attachment or otherwise of all or a significant part of Lessee's property.

(b) In the event of any default described in subparagraph (a) of this paragraph, Lessor shall have the right to reenter or repossess the Leased Premises and dispossess and remove therefrom Lessee, or other occupants thereof, and their effects, without being liable to any prosecution therefor. In such case, Lessor may, at his option, relet the Leased Premises or any part thereof, as the agent of Lessee, and Lessee shall pay Lessor the difference between the rent hereby reserved and agreed to be paid by Lessee for the portion of the term remaining at the time of reentry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term, together with all reasonable expenses including brokerage fees and attorney's fees and cost of alteration and repair to the Leased Premises necessary for the reletting of the Premises. Lessee shall remain responsible for any rent accrued but unpaid to the time of the reletting of the Leased Premises.

12. Notices. Any notices required to be given pursuant to the provisions of this Agreement shall be sufficient if in writing and sent by United States registered mail, enclosing such notice in a postage prepaid envelope addressed to the party being given such notice at the address of such party set forth below.

Lessor:

Hall County, Georgia
P. O. Drawer 1435
Gainesville, GA 30503
Attn: Chair

Lessee:

Northeast Georgia Physicians Group, Inc.
743 Spring Street
Gainesville, Georgia 30501
Attn: NGPG President and CAO

with a copy to

Northeast Georgia Health System, Inc.
743 Spring Street
Gainesville, Georgia 30501
Attn: Director of Strategic Real Estate Services

13. No Estate in Land. This Agreement shall create the relationship of Lessor and tenant between Lessor and Lessee; no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale and not assignable by Lessee except by Lessor's consent.

14. Destruction of or Damage to Leased Premises.

In the event that the Leased Premises are damaged or destroyed by any cause, Lessor will proceed with reasonable promptness to restore the same to the condition existing prior to such damage or destruction.

(a) In the event that the building upon the Leased Premises or the Campus are damaged to the extent that the building cannot be reasonably used for the purposes herein called for, then at the option of the Lessee, upon written notice from Lessee to Lessor within sixty (60) days after such damage or destruction, the Lease shall terminate. If the Lease is not so terminated, Lessor will promptly repair the damage at Lessor's expense but only to the extent of insurance proceeds available. Lessor's repair obligations shall not exceed that of returning the Premises to substantially the same condition as existing prior to the casualty.

(b) To the extent that the Lessee shall be deprived of the use and occupancy of the Leased Premises, or any portion thereof, during the repair of such destruction, Lessee shall, unless such damage or destruction is caused by the negligence of Lessee, its agents or employees, be relieved of the ratable proportions of the rental and other consideration specified in Subparagraph 3(a) from and after the date of such damage or destruction.

15. Condemnation. If the whole of the leased premises, or such portion thereof as will make the premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Lessee nor Lessor shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the lease as herein provided.

16. Indemnification and Waiver of Certain Claims.

(a) **Lessee:** To the extent allowed by law, Lessee hereby releases Lessor from all liability for and indemnifies and holds harmless Lessor against all losses, costs, expenses, and liabilities incurred by Lessor as a result of: (i) Lessee's failure to fulfill any term or condition of this Lease; (ii) any damage arising as a result of any negligent act or omission of Lessee or by anyone for whose negligent acts Lessee is responsible; (iii) injury occurring in or about the Premises or Building to Lessee's employees, invitees, or licensees as a result of any negligent act or omission of Lessee or of Lessee's employee or agent; (iv) Lessee's failure to comply with any requirements imposed on Lessee by any governmental authority; and (v) any judgment, lien, or other encumbrance filed against the Premises or the Building as a result of Lessee's

actions or arising by or through Lessee. Lessee, to the extent permitted by law, waives all claims it may have against Lessor, and against Lessor's agents and employees, for damage to person or property sustained by Lessee or by any occupant of the Premises, or by any other person, resulting from any part of the Property or any equipment or appurtenances becoming out of repair or resulting from any accident in or about the Property or resulting directly or indirectly from any act or neglect of any Lessee or occupant of any part of the Property or of any other person, unless such damage is the result of the negligence of Lessor, failure of Lessor to make repairs or perform maintenance as required by this Lease or local, state or federal laws, regulations or ordinances, or Lessor's agents or employees acting within the scope of their employment. All personal property belonging to Lessee or any occupant of the Premises that is in or on any part of the Property shall be there at the risk of Lessee or of such other person only, and Lessor and its agents and employees shall not be liable for any damage thereto or for the theft or misappropriation thereof unless due to the negligence of Lessor or Lessor's agents or employees. The obligation of Lessee to indemnify Lessor and certain other persons shall survive any termination or cancellation of this Lease.

(b) Lessor: To the extent allowed by law, Lessor hereby releases Lessee from all liability for and indemnifies and holds harmless Lessee against all losses, costs, expenses, and liabilities incurred by Lessee as a result of: (i) Lessor's failure to fulfill any term or condition of this Lease; (ii) any damage arising as a result of any negligent act or omission of Lessor or by anyone for whose negligent acts Lessor is responsible; (iii) any injury occurring in or about the Premises or Building to Lessor's employees, invitees, or licensees as a result of any negligent act or omission of Lessor or Lessor's employees or agents or failure of Lessor to make repairs or perform maintenance as required by this Lease or local, state or federal laws, regulations or ordinances; (iv) Lessor's failure to comply with any requirements imposed on Lessor by any governmental authority; and (v) any judgment, lien, or other encumbrance filed against the Premises or the Building as a result of Lessor's actions or arising by or through Lessor. Lessor, to the extent permitted by law, waives all claims it may have against Lessee, and against Lessee's agents and employees, for damage to person or property sustained by Lessor or by any occupant of the Premises, or by any other person, resulting from any part of the Property or any equipment or appurtenances becoming out of repair or resulting from any accident in or about the Property or resulting directly or indirectly from any act or neglect of any tenant or occupant of any part of the Property or of any other person, unless such damage is the result of the negligence of Lessee's agents or employees acting within the scope of their employment. The obligation of Lessor to indemnify Lessee and certain other persons shall survive any termination or cancellation of this Lease.

17. Subordination. This Lease is made with the understanding that the Lessor may, from time to time, desire to encumber the Lessor's interest in the Leased Premises with a mortgage or mortgages and may desire, in connection with the creation of such mortgage or mortgages, to cause the within Lease to be made subordinate in lien and dignity and claim to the lien of such mortgage or mortgages.

Lessee, therefore, covenants and agrees with the Lessor that Lessee will, from time to time, at the request of Lessor, execute an instrument or instruments in such form as may be required by

Lessor, or by any mortgagee, so as to entitle it to recording to subordinate the within Lease and the rights of Lessee thereunder to the lien and dignity of such mortgage or mortgages, provided that any such mortgage shall provide that this Lease shall continue in full force and effect notwithstanding foreclosure thereunder, so long as Lessee shall not be in default and shall comply with all the terms and conditions hereof; and in such event Lessee shall attorn to the mortgagee, or its assigns.

18. Surrender of Leased Premises. Lessee shall, upon the expiration or termination of this Lease for any reason whatsoever, surrender to Lessor the Leased Premises, in as good order as at the commencement or occupancy hereof, except for reasonable wear and tear thereof. Lessee shall not be required to remove alterations, additions and improvements made by Lessee. Upon the expiration or proper termination of this Lease, Lessee may remove all moveable furniture, fixtures, trade fixtures, medical equipment, and other items of personal property (collectively, "Lessee's Furniture and Fixtures") which do not constitute alterations or improvements which the Lessee has placed in the Premises, provided Lessee repairs all damages to the Premises and the Building caused by such removal. Any of Lessee's Furniture and Fixtures not removed within twenty (20) business days after termination shall be deemed abandoned and Lessor may, at its option, have the same removed at Lessee's expense.

19. Legality: As of the date of the execution and delivery of this Lease, the parties, in good faith, believe that the covenants contained herein, the relationship created hereby and this Lease as a whole are in compliance with all existing laws, regulations and interpretations thereof. However, the parties recognize that interpretations of existing laws have evolved over time, particularly in the health care area, and the parties hereto agree that the following shall be deemed illegalities ("Illegality") hereunder: in the event either is advised in good faith by counsel that the continued participation of that party in this Lease is illegal or could result in the imposition of a civil penalty or a criminal fine or imprisonment, or in the event that a state or federal governmental agency having jurisdiction of either party determines that such participation by a party hereto is illegal. Upon the occurrence of an Illegality, the parties agree as follows:

(1) to, in good faith, seek to arrive at an amendment to this Agreement which would resolve such Illegality; or

(2) absent a timely amendment resolving such Illegality, either party hereto may terminate this Lease Agreement upon thirty (30) days prior written notice and neither party shall have any continuing obligation hereunder.

20. Quiet Enjoyment. Upon payment by Lessee of the rents and other charges set forth in this Lease, and the observance and performance of all the covenants, terms, and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through, or under Lessor, subject, nevertheless, to the terms and conditions of this Lease, and any security deeds to which this Lease is subordinate.

21. Miscellaneous.

(a) All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(b) Subject to the terms of paragraph 19 above, if any term of this Lease is declared to be unenforceable, the unaffected terms shall remain in full force and effect.

(c) No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

(d) This Agreement shall be deemed to have been executed in the State of Georgia and shall be construed according to the laws of that state.

(e) This writing terminates and supersedes all prior agreements between the parties hereto pertaining to the subject matter herein, whether orally or in writing, and constitutes the entire agreement between the parties hereto subject only to modification by subsequent writing of equal formality with this instrument executed by the parties hereto and making reference to the same.

(f) The head notes or titles to the sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way confine, limit or describe the scope or content of any section of this Agreement or in any way effect this Agreement.

(g) Time is of the essence of this Agreement.

(h) This Lease may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this _____ day of _____, 2024.

(Signatures on next Page)

LESSOR:

HALL COUNTY, GEORGIA

By: _____ (SEAL)

Its: Chairman

Attest: _____

Its: Commission Clerk

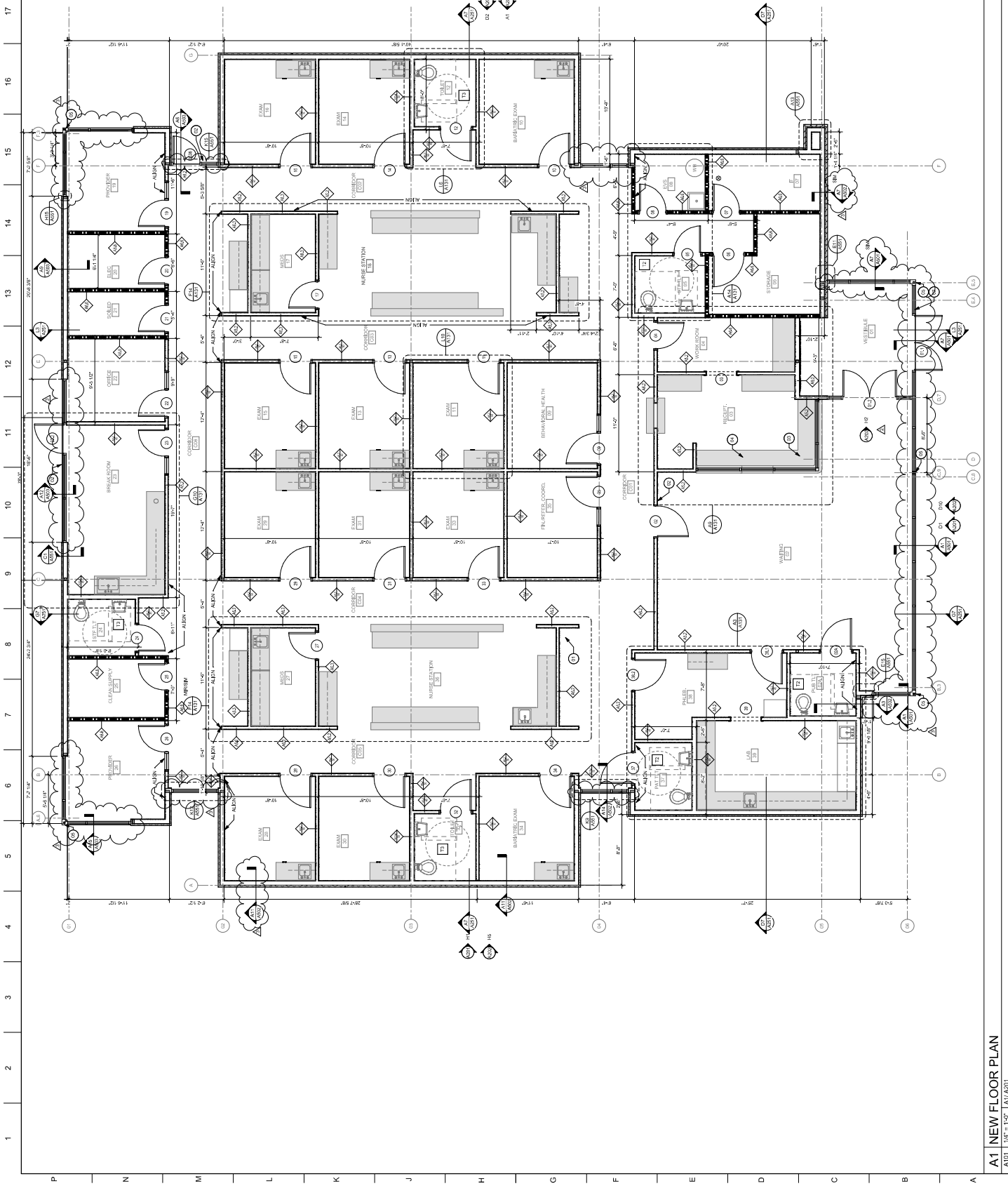
LESSEE:

**NORTHEAST GEORGIA PHYSICIANS
GROUP, INC.**

By: DocuSigned by:
Daniel Tuffy (SEAL)
E833FD1756460
President & CAO, NGPG

Attest: DocuSigned by:
Amy Eifrid
E69D8D4E34A4498...

Its: Director, NGHS Strategic Real Estate Services



FLOOR PLAN SHEET NOTE SCHEDULE

NO.	DESCRIPTION	COMMENTS
01	NO WALLS OR IN THE LOCATION	
02	NO WALLS OR IN THE LOCATION	
03	NO WALLS OR IN THE LOCATION	
04	NO WALLS OR IN THE LOCATION	
05	NO WALLS OR IN THE LOCATION	
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17	NO WALLS OR IN THE LOCATION	

TOILET LAYOUT LEGEND

1	STANDARD ACCESSIBLE TOILET
2	STANDARD ACCESSIBLE TOILET
3	STANDARD ACCESSIBLE TOILET

NOTE:
 THIS SHEET FORM FOR TOILET ACCESSORY INFORMATION.

CDH ARCHITECTURE
 3300 Cornerstone Blvd, SE
 Atlanta, GA 30339
 www.cdha.com
 CONTACT: 404.525.1111

NGPC MOB @ Hall Co. Health Dept.
 Hall County, Northeast Georgia Health System
 1282 Athens Hwy, Gainesville, Georgia 30601

PRODUCT NO: 22112
 DATE: 10/1/2022
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 DATE: 10/1/2022



CONTRACT DOCUMENT
 PROJECT NO: 22112
 SHEET NO: 111-2022
 SHEET TITLE: NEW FLOOR PLAN

NEW FLOOR PLAN
 SHEET NUMBER: A101

A1 NEW FLOOR PLAN
 A101 1/8" = 1'-0" 11/1/2022

PROJECT:

NOTE: Layouts shown below do not follow Hall County standards for Type A and are modified to fit job requirements

HALL COUNTY
HEALTH CENTER
1280-1300 ATHENS ST, GAINESVILLE, GA 30607

CLIENT:



PREPARED BY:



315 Northpoint Pkwy SE, Suite F
Acworth, GA 30102
Office 678-369-4877
Fax 678-559-0660

When dimensions on these drawings shall be used, the contractor shall verify and be responsible for all dimensions and dimensions shown on drawings. Contractors shall verify and be responsible for all dimensions and dimensions shown on drawings. Contractors shall verify and be responsible for all dimensions and dimensions shown on drawings. Contractors shall verify and be responsible for all dimensions and dimensions shown on drawings.

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REVISIONS

NO.	DATE	DESCRIPTION

DRAWN

DATE

PROJECT ACRONYM AND NUMBER:

HC0423.01HCHC

DRAWN MV PM GA EM TM

PM PHASE REVIEW 01 02 03 04

EM PHASE REVIEW 01 02 03 04

DATE 05/26/2023

SCALE as shown

FILEPATH: L:\OPER\JUSTHC\2023\GROUP 0\HCHC

DRAWING TITLE:

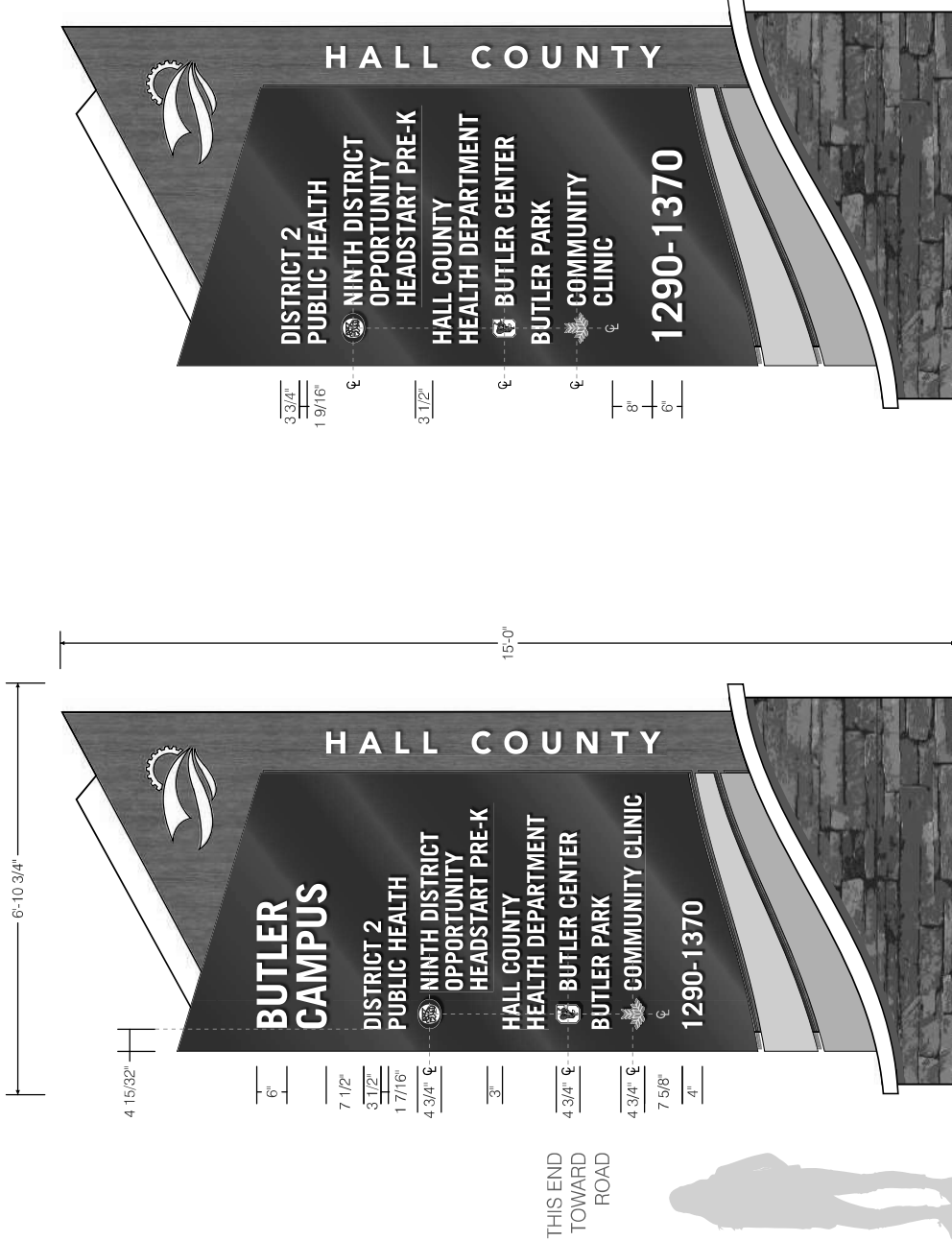
SIGN TYPE A

ALL LAYOUT OPTIONS

DRAWING #:

G2.02d

ELEVATION



LAYOUT OPTION 2

Removed header name, increased occupant names and address numbers, occupant logos

1-A-HCHC LAYOUT OPTION 1

Occupant logos included

1 SIGN TYPE A - BUILDING IDENTIFICATION - ALL LAYOUT OPTIONS (FRONT VIEW)

Scale: 1/2" = 1'-0"

G2.02d