

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
CITY OF HARTSVILLE

LEASE AGREEMENT

THIS AGREEMENT is made and entered by and between **THE CITY OF HARTSVILLE**, hereafter the **LANDLORD**, as owner of the leasehold property described and identified here below, and **CARESOUTH Carolina, Inc.**, hereafter the **TENANT**.

WITNESSETH:

PRIOR LEASES AMENDED AND MERGED HEREIN: Any and all existing lease agreements between the parties regarding the Leasehold Property described herein are deemed amended and merged into this Lease Agreement. Any terms or conditions in any prior lease agreement contrary to any terms and conditions herein are deemed rescinded and all terms and conditions contained herein are controlling.

LEASEHOLD PROPERTY: The **LANDLORD** agrees to lease unto the **TENANT** the Cargill Building located on the east side of South Fifth Street and to the south of a proposed easterly extension of Marlboro Avenue from South Fifth Street to South Fourth Street, as indicated on the attached "Preliminary Master Plan" for the City of Hartsville. The said building is located in the City of Hartsville, County of Darlington, and State of South Carolina.

PARKING: **TENANT'S** employees, agents, and contractors shall have the right to park on the gravel and asphalt areas surrounding the leasehold property.

TERM OF LEASE: This lease shall run for a period of five (5) years, from the first day of May 01, 2012, to the last day June, 2017.

RENTAL PAYMENTS: **TENANT** agrees to pay monthly amounts of \$3,600 rent for the said leasehold premises due on the first day of each month. In the event such payment is not made within ten (10) days after it is due, the **TENANT** shall pay the **LANDLORD** a late charge of \$100.00.

OTHER CONSIDERATION: **TENANT** agrees to pay any ad valorem property taxes related to the leasehold premises during the term of this lease or any extensions hereof which the **LANDLORD** may be held responsible for.

FORFEITURE: notwithstanding the foregoing, if any monthly payment is more than thirty (30) days late, the **LANDLORD** shall have the option to declare all the **TENANT'S** rights hereunder forfeited, and the **LANDLORD**, may proceed without notice to eject the **TENANT** and enforce the collection of rents that are in arrears in any manner provided by law, together with all costs and attorney's fees incurred by the **LANDLORD** in so doing.

LIEN CREATED IN FAVOR OF LANDLORD: **TENANT** stipulates and covenants that all property, motor vehicles, goods, and merchandise and all other property placed in and upon the rental premises is owned by the **TENANT** in its own right, and shall become subject to the statutory lien for unpaid rents, arrearages, and late rent payments.

ALTERATIONS TO LEASEHOLD PROPERTY: **TENANT** shall not be permitted to make any changes to the leasehold property without advance written approval from the **LANDLORD** and all such changes to the leasehold premises shall become the property of the **LANDLORD**.

OPTION TO PURCHASE: For good and valuable consideration, LANDLORD hereby agrees that TENANT shall have an option at any time during the term of this Lease Agreement to purchase the Leasehold Property for the property's then existing fair market value. The fair market value shall be determined by a licensed appraiser who is mutually agreed upon by the parties. TENANT shall notify LANDLORD of TENANT'S election to exercise the said option to purchase no less than ninety (90) days prior to the proposed date of purchase. If this option to purchase is exercised, TENANT shall be entitled to a credit against the purchase price for all rents actually paid under this Lease Agreement prior to the closing date.

RIGHTS AND RESPONSIBILITIES:

TENANT shall be responsible for the payment of any utility bills related to the TENANT'S occupancy and use of the leasehold premises.

TENANT shall be responsible for the maintenance of the said leasehold premises and building, including the exterior, all structural components, the roof, the electrical, plumbing and HVAC Systems of the leasehold property. Moreover, TENANT shall be responsible for the care of any lawn, shrubbery, and grounds. Additionally, the TENANT agrees to keep the leasehold premises in a good and desirable condition throughout its occupancy of the leasehold premises. TENANT'S maintenance obligation shall be limited to a maximum of \$1,000 dollars per occurrence. If a maintenance repair shall exceed \$1,000 dollars, the TENANT has an option to terminate or renegotiate the lease with thirty (30) days notices.

TENANT shall be responsible for any damages done on the premises either by the TENANT, its agents, servants, or employees, and the TENANT shall, at TENANT'S own expense, make all repairs of such damage.

TENANT shall surrender the leasehold property back to the LANDLORD at the end of the term of this lease agreement in broom clean, good order and condition, reasonable wear and tear excepted.

LANDLORD shall not be responsible to the TENANT, its agents, servants, or employees for any damages which may be caused by water, storm, sleet, snow or for any other damages whatsoever in any manner caused by the occupancy of the said leasehold premises.

TENANT shall be responsible to maintain renter's insurance during the term of this agreement and any extensions thereof, including casualty or theft insurance, on all personal property which the TENANT maintains within the leasehold premises.

TENANT shall, at TENANT'S expense, obtain and maintain in force for the mutual benefit of TENANT and the LANDLORD a commercial general liability insurance policy with a combined minimum limit of \$1,000,000.00.

LANDLORD shall maintain casualty insurance coverage on the improvements on the leasehold premises to protect the LANDLORD'S interest, but LANDLORD shall not be responsible for any loss of the TENANT'S personal property through casualty or theft during the occupancy of the premises.

TENANT SHALL HOLD LANDLORD HARMLESS. Notwithstanding any other provision of this agreement, the TENANT agrees to hold the LANDLORD harmless from any and all claims for damages or injuries that may be made against the LANDLORD arising from the TENANT'S use of the leasehold premises during the term of this lease or any extensions hereof.

PEACEFUL OCCUPATION OF LEASEHOLD PREMISES. Subject to the other conditions of this agreement, LANDLORD guarantees TENANT'S peaceful occupation of the leasehold premises during the term of this agreement or any extensions thereof, PROVIDED HOWEVER, the LANDLORD shall have the right to enter the leasehold premises for the purpose of viewing the premises to see that no waste or damage is being committed and for purposes of showing the leasehold premises to prospective purchasers.

LEASE NOT ASSIGNABLE. This lease is not assignable and the TENANT shall not sublet any portion of the leasehold premises without the written consent of the LANDLORD.

EARLY TERMINATION OF LEASE. The TENANT shall opt out of this lease agreement with six (6) months advanced written notice to LANDLORD.

RECITALS. This lease agreement supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties; this lease agreement is entered into for good and valuable consideration, which the parties hereby acknowledge; this lease agreement is binding upon both parties, their successors and assigns; and this lease agreement is entered by the parties of their own free will and accord.

This lease agreement is entered into this 13th day of June, 2012

Natalie M. Zeigler

Natalie M. Zeigler
City Manager
City of Hartsville
PO Drawer 2497
Hartsville, SC 29551

Ann M. Lewis

Ann M. Lewis
Executive Director
CareSouth Carolina, Inc.
PO Box 1090
Hartsville, SC 29551

WITNESSES:

Sherron L. Skipper

Attest:

Sherron L. Skipper
Sherron L. Skipper, City Clerk

{Seal}

WITNESSES:

Greta R. Elliott

Lenise Chauvi

CERTIFIED TRUE COPY
August 17, 2012
CITY CLERK Sherron L. Skipper