

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT
TO S.C. CODE SECTION 15-48-10, ET. SEQ. AS MODIFIED HEREIN**

**Amended and Restated
LEASE AND CONTRIBUTION AGREEMENT
BETWEEN GREENVILLE HEALTH AUTHORITY AND
UPSTATE AFFILIATE ORGANIZATION (UAO)**

This AMENDED AND RESTATED LEASE AND CONTRIBUTION AGREEMENT (this "Agreement") is made, as of the 1st day of October 2018 by and between Greenville Health Authority (the "Lessor") and Upstate Affiliate Organization (the "Lessee").

WITNESSETH:

WHEREAS, Lessor is a political subdivision of the State of South Carolina created under Act 432 of the Joint Acts and Resolutions of the General Assembly of the State of South Carolina ("Act 432" or the "Act");

WHEREAS, Lessor is charged pursuant to Act 432 with the responsibility to provide adequate hospital facilities in Greenville, South Carolina;

WHEREAS, in fulfilling its aforementioned responsibility, Lessor is authorized and empowered to do all things necessary and convenient to meet these requirements, including specifically the power to lease its hospital facilities to public or private organizations to operate such facilities;

WHEREAS, Lessee is a not-for-profit, tax-exempt organization established by Lessor under the South Carolina Nonprofit Corporation Act;

WHEREAS, Lessee is part of a multi-regional integrated delivery system newly created by Lessor which will provide comprehensive health care services directly and through affiliations with other providers (the "System");

WHEREAS, Lessor determined that the public health needs of the residents of Greenville County, Laurens County, Oconee County, Pickens County and the other communities currently served by Lessor can best be met by entering into an arrangement with Lessee, whereby Lessee will lease certain assets from Lessor and provide high quality healthcare services to the people of Greenville, Laurens, Oconee and Pickens Counties, and other communities presently served by Lessor;

WHEREAS, Lessor has chosen to faithfully fulfill its duties and responsibilities under the Act by affiliating with Lessee as provided herein;

WHEREAS, Lessor and Lessee entered into the Lease and Contribution Agreement dated March 9, 2016 (the "Predecessor Lease"), which Predecessor Lease has been amended three times since the commencement of the term of the Predecessor Lease on October 1, 2016 (the "Effective Date"); and

WHEREAS, Lessor and Lessee have agreed to amend and restate the Predecessor Lease, as amended, to reflect the amendments previously made as well as those amendments incorporating the provisions set forth in S.1116 passed by the General Assembly of the South Carolina, which Act was effective May 17, 2018.

NOW THEREFORE, in consideration of the premises, covenants and agreements set forth herein, the Parties hereto agree as follows:

PREAMBLE

1. **Background.** The Lessor has determined that the healthcare needs of communities served by Lessor can best be met by participating in the creation and operation of a new regional integrated delivery system. This determination is based on multiple factors, including the unique economic pressures which are being faced by hospitals and healthcare providers; the implications of healthcare reform being driven by government, employers and consumers in which providers are accepting the economic risk for the health of populations; the focus on the need to provide high quality, evidence-based health and wellness services for specific populations; and the scope and breadth of academic and subspecialty programs needed in upstate South Carolina if Lessor is to be a leader in transforming healthcare in these communities. Lessor conducted an extensive process over several years, ultimately culminating in a determination that being part of a regional integrated delivery system in which care is delivered locally through affiliates is the preferred model. The reasons are many – it aligns vision, mission and values across a regional system; it respects historic relationships and builds utilizing public-private partnerships; and it maintains community accountability of the assets of the Lessor and to the public. The Act specifically recognizes that the Lessor has “the power to participate” in such a regional system.

2. **Purpose.** The purpose of this Agreement is to provide the means for the Lessor and the community it serves to become a vibrant part of a clinically and economically integrated health system. The Agreement provides commitments of Lessee to the community and to the ongoing governmental body. It provides for ongoing involvement of the Lessor, which shall remain a political subdivision of the State of South Carolina, in shaping the future of health care services within the community. And it provides mechanisms to assure that the commitments are met. More importantly, it provides a structure that will enable the combined integrated delivery system to better care for and serve the patients and families in Greenville, Laurens, Pickens, and Oconee Counties, and the other communities currently served by Lessor.

3. **The SC Health Company.** The SC Health Company is an entity which will provide strategic guidance and direction for entities participating in the new System, including the Lessee. Effective November 21, 2017, Lessee became part of the new System.

DEFINITIONS

In addition to the terms which are defined elsewhere in this Agreement, the following words, terms or phrases, when used in this Agreement, shall have the following meanings unless the context indicates a different meaning:

“Affiliated Entity” means, with respect to the Lessee, any other firm, partnership, association, corporation, joint venture or public body, directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Lessee or the SCHC. The term “control”, when used with respect to a particular person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of management in the policies of such person or entity whether through the ownership of voting stock or membership interest, by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Agreement” means this Amended and Restated Lease Agreement, as from time to time modified, amended, restated or supplemented pursuant thereto.

"Code" means the Internal Revenue Code of 1986, as amended and all applicable existing and proposed regulations that may from time to time be issued thereunder or applicable thereto.

"Employees" means all of the employees employed on the Effective Date.

"Equipment" shall have the meaning set forth in Article 1 hereof.

"Existing Operations" shall have the meaning set forth in Article 1 hereof.

"Government Programs" shall mean all Federal and State programs that compensate hospitals and other healthcare facilities for the provision of health care services.

"Improvements" shall have the meaning set forth in Article 7 hereof.

"Leased Facilities" shall have the meaning set forth in Article 1.

"Operating Assets" shall have the meaning set forth in Article 1.

"Real Property" shall have the meaning set forth in Article 1.

"Required Payments" shall have the meaning set forth in Article 2.

"Service Area" shall mean Greenville County, Laurens County, Oconee County, Pickens County, and all other communities in which Lessor is providing inpatient, outpatient or physician services.

"State" means the State of South Carolina.

ARTICLE 1

"SC HEALTH COMPANY OR "SCHC" MEANS THE SOUTH CAROLINA NOT FOR PROFIT ENTITY THAT IS THE SOLE MEMBER OF THE LESSEE.

**LEASING OF LEASED FACILITIES; LEASING OF OPERATING ASSETS;
ASSUMPTION OF LIABILITIES; TERM**

SECTION 1.1. Leasing of Leased Facilities; Quiet Enjoyment.

(a) Lessor, for and in consideration of the payment by Lessee of the rental and Required Payments to be made pursuant to Article 3 hereof and the performance by Lessee of the covenants and agreements set forth herein, leases to Lessee as of the Effective Date, and Lessee takes and accepts from the Lessor, subject to the terms, covenants, conditions and provisions hereinafter stated and the following limitations, restrictions, reservations and encumbrances, the lease for the term of this Agreement, of all of the real property upon which the Leased Facilities are located and all of the real property upon which Lessor's other health care facilities and offices are located, together with all buildings, fixtures, improvements, mechanical systems, and parking areas located on any of the foregoing (the "Improvements"), and all rights, easements and appurtenances thereto (herein referred to as the "Real Property"). The Real Property is described on an exhibit attached hereto. A Memorandum of Lease will be filed in the appropriate public offices to publicly record such lease.

The Real Property and Improvements shall hereinafter be referred to collectively as the "Leased Facilities."

(b) Lessor leases to Lessee and grants to Lessee, the right to operate the Leased Facilities, and agrees that so long as Lessee shall pay the rental and Required Payments as provided in Article 2

hereof and shall duly observe and perform all the terms and conditions of this Agreement obligatory upon Lessee and shall operate the Leased Facilities consistent with all the obligations under applicable laws, then Lessee shall have, hold and enjoy, during the term hereof, peaceful, quiet and undisputed possession of the Leased Facilities, without interference to such possessory rights by anyone claiming by, through or under the Lessor.

Lessor shall have the right to request a written and recordable release from Lessee to remove one or more undeveloped parcels of the Real Property from the Leased Facilities. Lessee shall have the right to refuse to execute the release provided such refusal is not unreasonable in light of the impact it might have in Lessee's successful performance of its duties and obligations under this Lease.

SECTION 1.2. Contribution of Operating Assets and Existing Operations.

Lessor, for and in consideration of the assumption by Lessee of the liabilities and legally imposed obligations of the Lessor pursuant to Sections 1.3 and 1.7 hereof, and the performance by Lessee of its other agreements hereunder, hereby transfers, assigns, contributes and conveys to Lessee the following assets:

(a) All of Lessor's right, title and interest in and to all assets which are owned by the Lessor in connection with the operation of the Leased Facilities (including without limitation, all assets reflected in the most current Audited Financial Statements of the Lessor as of the Effective Date, with such changes as may have occurred after the date of such financial statements and prior to the Effective Date, including without limitation, the following:

(i) All equipment, machinery, furniture, and other tangible personal property, including automobiles, owned by the Lessor and used in connection with the operation of the Leased Facilities and all equipment, machinery, furniture and other tangible personal property acquired and installed in replacement thereof or in substitution thereof (herein referred to as "Equipment");

(ii) All inventory, supplies and pre-paid expenses owned by the Lessor;

(iii) All cash (except as provided in subsection (c), below), deposits in transit, bank accounts, savings and loan accounts, investment accounts, certificates of deposit, money market accounts, marketable securities, and other investments, provided that the cash transferred pursuant to this subsection (iii) shall be used by Lessee in connection with the operations of the Leased Facilities or in otherwise providing for the health care needs of the community;

(iv) All accounts receivable and all other amounts owed to the Lessor in connection with the Leased Facilities and the right to bill for and receive all payment for patient charges and similar accounts or other charges accrued but unbilled as of the Effective Date;

Pursuant to the provisions of the Debt Setoff Collection Act, Lessee will submit on behalf of Lessor all accounts of Lessor which are eligible for the program. Subject to section 1.2(c) below, all monies recovered under the program after the Effective Date will be paid over to Lessee. Lessee will pay all costs associated with the collection of accounts after the Effective Date.

(v) All oral and written agreements of the Lessor which were entered into in connection with the Leased Facilities; provided, however, that in the event any agreement may not, by its terms, be assigned by the Lessor without the consent of the Parties thereto, the Lessor shall use its best efforts to obtain such consent, and if such consent is not given, then the Lessor shall

delegate to Lessee the responsibilities and obligations of the Lessor under such agreement and shall enforce on Lessee's behalf the obligations of the other parties;

(vi) All books, records and other information collected and maintained in connection with the Leased Facilities including, without limitation, patient records and employee records;

(vii) All judgments, choses in action and intangibles owned by the Lessor and related to the Leased Facilities;

(viii) All trade names, service marks and trademarks used by the Lessor, whether or not registered. In connection therewith, the name, trade names, service marks and other intellectual property of Lessor will be transitioned to Lessee for its use so that continuity of care associated with the operations will be continued. All insurance reserves and trust agreements;

(ix) All licenses, permits and approvals, including certificate of need approvals, held by or issued to the Lessor, which are necessary or desirable for the use, occupancy and operation of the Leased Facilities, to the extent such licenses, permits and approvals may lawfully be assigned to or assumed by Lessee;

(x) All assumable Medicare and Medicaid provider numbers for the Leased Facilities and all clinical laboratory improvement amendment numbers for the Leased Facilities;

(xi) All Lessor's leasehold interests, including but not limited to, leased medical office buildings or space; all assets of Lessor used in the operation of Hospital and other health care facilities and not listed above and not otherwise classified as Leased Facilities, including but not limited to, any leased medical office buildings or space; and

(xii) All interests in corporations, partnerships, associations, limited liability corporations of Lessor, including but not limited to its ownership, appointment, affiliation and other rights in or with respect to the Greenville Health Corporation, The Endowment Fund of the Greenville Hospital System, Inc., Initiant, LLC, GHS Partners in Health, Inc., The Care Coordination Institute and, the South Carolina Hospital Association.

The foregoing shall be collectively referred to herein as the "Operating Assets." Upon the transfer of any of the Operating Assets to Lessee pursuant to this Section, the term "Operating Assets" shall mean all Operating Assets theretofore received by Lessee.

(b) All of the hospital, healthcare, administrative and related activities conducted as of the Commencement Date hereof or in the past by the Lessor in the course of owning and operating the Leased Facilities, all of which shall be collectively referred to herein as the "Existing Operations."

(c) Notwithstanding anything to the contrary in this section 1.2, Lessor shall retain:

(i) the estimated amount of funds payable to the State of South Carolina in connection with the South Carolina Medicaid Supplemental Teaching Physician Payment Program and Lessor shall remit such funds to the State when appropriate; and

(ii) Cash of not to exceed \$1,000,000 (the "Cash Retention"), which amount shall be excluded from the definition of Operating Assets. Lessor shall use the Cash Retention to open a banking or other financial account in its name ("Lessor's Bank Account"), and shall apply such Cash Retention to expenses incurred in connection with entering into this

Agreement and any related transactions, including but not limited to the oversight and enforcement of the obligations of the Lessee hereunder (collectively, the "Transaction Expenses"). Lessee will replenish the amount in Lessor's Bank Account to the \$1,000,000 level. Such payments shall be made on or before January 1 of each year to reflect expenditures made in the preceding fiscal year.

SECTION 1.3. Assumption of Liabilities. As of the Effective Date and continuing until the expiration or earlier termination of this Agreement, and except as otherwise provided elsewhere in this Agreement, Lessee assumes, and agrees to perform and discharge: any and all liabilities and obligations of the Lessor related to the Leased Facilities, Operating Assets and Existing Operations which exist as of the Commencement Date (all of which liabilities shall be collectively referred to herein as the "Assumed Liabilities").

SECTION 1.4. Lease of Leased Facilities; Conveyance of Operating Assets and Existing Operations. The Parties hereby agree and acknowledge that the purpose of this Agreement and other instruments contemplated hereby is to effect, on the Effective Date, pursuant and subject to the terms hereof, a lease of the Leased Facilities, and a conveyance of the Existing Operations and the Operating Assets to Lessee and that the consideration therefore shall consist of the rental and Required Payments to be made by Lessee pursuant to Article 3 hereof, the provision of healthcare services as provided herein, the assumption of payment by Lessee of the Assumed Liabilities, and the performance of all other agreements and actions required of Lessee under this Agreement.

SECTION 1.5. Employment of Lessor Personnel. As of the Effective Date, unless otherwise mutually agreed to by the Parties, Lessee shall, either directly or through an Affiliated Entity, employ all employees who are then employed by Lessor for purposes of providing services through the Leased Facilities; subject, however, to the Lessee's or Affiliated Entity's right as employer to terminate the employment of any such employee thereafter and to vary the compensation, duties and benefits of any employee for any reason permitted under applicable State and Federal employment laws and in accordance with the Lessee's personnel policies, which policies may be amended by the Lessee. Lessee shall make all hiring and termination decisions, establish and pay all wages, salaries, and compensation, staffing levels, individual work hours, personnel policies, employee benefit programs in respect to the personnel. No employee of Lessor or any Affiliated Entity, or any dependent thereof or any other person, shall be deemed to be a third party beneficiary with respect to Lessee's obligations under this Section.

SECTION 1.6. Term.

(a) **Initial Amended Term.** Unless earlier terminated as provided in this Agreement, the initial term of this Agreement shall be through September 30, 2018, and thereafter the initial term shall be amended to continue for thirty-four (34) years (the "Initial Amended Term") commencing on 12:01 a.m. on October 1, 2018 and ending at the close of business on September 30, 2052 (the "Initial Amended Term Expiration Date").

(b) **Extension of the Lease Term.** Lessee shall have the right to request at any time extensions of the Initial Amended Term, each extension being for an additional four (4) year increment, which extensions shall require the affirmative approval of the governing body of the Lessor.

SECTION 1.7. Existing Debt of Lessor. As additional consideration for the lease and transfer as provided in this Agreement, Lessee will refinance, join the Lessor's Obligated Group and/or make payments sufficient to meet all debt payment obligations of the Lessor. Specifically, Lessee covenants that it will assume responsibility for the timely payment of principal, interest and any other obligation owed on the all

indebtedness secured under that certain Master Trust Indenture dated as of March 1, 1996 between Lessor and U.S. Bank National Association.

SECTION 1.8. Pledge. Lessee agrees that as additional rent, to recognize the monetary contribution made by the taxpayers of Greenville County to service debt issued by Greenville County last issued in 1977 for the construction of a portion of the Leased facilities and as required by the Act, Lessee shall on or before March 1 of each year, beginning March 1, 2017 and continuing through September 30, 2018 pay to the Lessor the sum of \$4,000,000. Beginning October 1, 2018, and continuing through all extensions of the Lease, Lessee shall pay to Lessor the sum of \$6,000,000 per year. The first annual payment of \$6,000,000 for the year beginning October 1, 2018 through September 30, 2019 shall be due and payable on or before March 1, 2019 and thereafter on or before March 1 of each succeeding year during the Lease Term. Such payments will allocated as follows:

- a) \$4,000,000 shall annually be used by the Lessor to support health-related care, research and education initiatives benefiting the residents of Greenville County, South Carolina, whether provided by Lessee, Lessor or others. Twenty-five (25%) percent of such payments shall be used to support initiatives benefiting underprivileged communities. Lessor shall have final determination of the recipients of such funds. Lessor will annually seek input from the Lessee on programs and services which the Lessee believes merit consideration. It is the intent of the Parties that to the extent possible, all monies will be awarded by Lessor each year. Notwithstanding the foregoing, such payment shall not be made in any year in which payment would result in a breach of any financial obligation to which the Lessee or Lessor is bound. Lessor shall timely advise Lessee of any anticipated inability to make such payment. As part of the Annual Report provided for in Section 3.10 hereof, Lessee shall address that it can, and anticipates it will, be able to make such payment in the foreseeable future.
- b) \$1,000,000 will be payable to Greenville County; and
- c) \$1,000,000 in the aggregate will be payable to the following incorporated municipalities – City of Greenville, City of Greer, City of Mauldin, City of Simpsonville, City of Fountain Inn, and the City of Travelers Rest. The amount payable to any municipality shall be determined by multiplying (1) \$1,000,000 times (2) a fraction, the numerator being the population of residents residing within the city limits as set forth on the most recent decennial US Census Bureau Report and (2) the denominator being the aggregate population of the six municipalities as set forth on the most recent decennial US Census Bureau Report. D) Lessor shall use its best efforts to establish a process with Greenville County and the incorporated municipalities memorializing that the implementation of the payments set forth in (B) and (C) are consistent with the requirements of the Act and that the use of such monies by the governmental body are transparent to the public and consistent with the respective governmental body's authority.

Section 1.9. Name. As a result of the change of the name of the Lessor pursuant to the Act, Lessor agrees that Lessee shall own and shall the right to exclusively use and operate under the name, trademarks and other intellectual property of the Greenville Health System.

Section 1.10. Rental and Required Payments. In consideration of the leasing of the Leased Facilities to Lessee hereunder and the conveyance of the Operating Assets and Existing Operations, Lessee shall as rent:

- (a) pay Lessor One Dollar (\$1.00) per year during the term of this Agreement;

(b) provide, and bear all costs associated with the provision of all health care services required to be provided during the term of this Agreement such costs shall include costs payable or transfer of monies by the Lessor to federal, state or local governmental and educational authorities or their agents in connection with programs and services in which the Lessee participates;

(c) pay or discharge the Assumed Liabilities as well as the other obligations described in this Agreement (collectively, the "Required Payments");

(d) pay all costs associated with the maintenance of any banking and retirement savings accounts;

(e) pay all premiums and other costs in connection with Director and Officer liability insurance of Lessor;

(f) pay for the reasonable costs of Lessor's Board of Trustees meetings, as may be approved by Lessee after Lessor's submission of proposed costs to Lessee in accordance with Lessee's annual budget procedures;

(g) pay the cost of any accountants or other third party consultants necessary for Lessor to fulfill its obligations under this Agreement or otherwise required by law;

(h) pay any other reasonable expenses incurred by Lessor which are necessary for Lessor's fulfillment of its obligations under this Agreement; and

(i) pay such sums in accordance with the Pledge specified in Section 1.8 hereof.

SECTION 2.2. Nonpayment. In the event Lessee shall fail to make any rental or other Required Payment as described in this Agreement when due, and such failure remains uncured after notice and expiration of the applicable cure period, then in addition to any other remedies provided in Article 10, the Lessor shall have the right to make such payment and otherwise cure any default caused by such failure by Lessee to make such required payment. Any amounts paid by the Lessor to effect such cure shall constitute a debt due from Lessee to Lessor, which debt shall be due on demand and which shall bear interest from the date so advanced by the Lessor until repaid by Lessee at the rate equal to the publicly announced "prime" or "base" (or equivalent) lending rate as published by the Wall Street Journal, or its successors.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

SECTION 2.1. Representations and Warranties by the Lessor. The Lessor makes the following representations and warranties to Lessee as of the date of delivery hereof as the basis for the undertakings on Lessee's part herein contained:

(a) The Lessor is a political subdivision of the State of South Carolina, duly organized and validly existing under South Carolina law;

(b) Lessor has good and sufficient fee simple title in and to the Real Property, and good and valid title in and to the Leased Facilities and the Operating Assets, free and clear of any lien, claim, encumbrance or security interest except for such interests as do not materially impact the Lessor's ability to conduct its business and operations.

(c) The Lessor has full power and authority to enter into this Agreement and other related agreements, to carry out the transactions contemplated hereunder, and to carry out its obligations hereunder, and this Agreement or other related agreements do not violate any provision of law or any governing instrument or bylaws of the Lessor or any provisions of indenture or agreement to which the Lessor is a party or any provisions of any other indenture or agreement or any order, decree, rule, regulation, or requirement of a court of a public body, agency or authority by which the Lessor is bound;

(d) The Lessor has duly authorized the execution, delivery and performance of this Agreement and other related agreements;

(e) There is no litigation or administrative proceeding pending or, to the Lessor's knowledge, threatened against the Lessor that involves a material amount or that could materially and adversely affect the properties, assets or financial condition of the Lessor or the operation of the Leased Facilities or the right of the Lessor to carry on its business as presently conducted; and neither the Lessor nor the Leased Facilities is subject to any judgment, decree, order, ruling, or regulation of any court, board or other governmental or administrative agency, nor, to the Lessor's knowledge is any threatened, that would materially and adversely affect the properties, assets or financial condition of the Lessor or the operation of the Leased Facilities or the right of the Lessor to carry on its business as presently conducted;

(f) The Lessor has the full power and authority, and has all licenses, permits and other authorizations required, to own, operate and conduct its business at the Leased Facilities; and,

(g) The Leased Facilities and Operating Assets constitute all assets currently used in the operation and support of the Existing Operations except as otherwise provided herein.

SECTION 2.2. Representations and Warranties by Lessee. Lessee makes the following representations and warranties to the Lessor as of the Effective Date, updated to reflect actions taken from the Effective Date to the date hereof, as the basis for the undertakings on the Lessor's part herein contained:

(a) Lessee is a South Carolina nonprofit corporation, duly established and validly existing under the laws of the State of South Carolina;

(b) Lessee has been recognized as a tax-exempt entity under the Code;

(c) Lessee is duly authorized to execute, deliver and perform this Agreement and other related agreements;

(d) Lessee has the full power and authority to enter into and perform its obligations under this Agreement and other related agreements, to carry out the transactions contemplated hereunder, and this Agreement or other related agreements do not violate any provision of law or any governing instrument or bylaws of the Lessee or any provisions of indenture or agreement to which the Lessee is a party or any provision of any other indenture or agreement or any order, decree, rule, regulation; or requirement of a court of a public body, agency or authority by which the Lessee is bound;

(e) There is no litigation or administrative proceeding pending or, to Lessee's knowledge, threatened against Lessee that could materially and adversely affect the properties, assets, financial condition or operations of Lessee or the right of Lessee to carry on its business as presently conducted or as proposed in this Agreement. Lessee is not subject to any judgment, decree, order, ruling or regulation of any court, board, or other governmental or administrative agency, nor, to Lessee's knowledge, is any threatened, that would materially and adversely the right of Lessee to carry on its business as presently conducted or as proposed in this Agreement.

(f) Lessee represents and warrants to Lessor throughout the term of this Agreement that the Lessee, its affiliates, its officers, and trustees are not excluded from participation in any government healthcare program or do not appear on the List of Excluded Individual/Entities published by the Office of Inspector General of the U.S. Department of Health and Human Services.

ARTICLE 3 **COVENANTS OF LESSEE**

The covenants contained in this Article 3 are effective currently and shall be from and after the Effective Date.

SECTION 3.1. Maintenance and Operation of Leased Facilities.

(a) Lessee will use its best efforts to maintain and operate the Leased Facilities in compliance with all laws, ordinances, orders, rules, regulations and requirements which may be applicable to the maintenance of the physical assets of the Leased Facilities or to the repair and alteration thereof, or to the use or manner of use of the Leased Facilities, and to meet standards and requirements and provide health care of such quality and in such manner as shall enable Lessee to participate in, and provide services in connection with, recognized health and hospital insurance programs. Lessee will throughout the term of this Agreement: maintain appropriate accreditation; comply with standards required for its hospitals' and other facilities to participate in third party payor programs; and comply with all applicable conditions of participation and conditions for coverage, as published and hereafter revised by the Centers for Medicare and Medicaid Services.

(b) Lessee will operate the Leased Facilities in a manner, and will provide services within the Service Area, consistent with the requirements set forth in Act 432. This includes, but is not limited to, use of the Leased Facilities for the provision of healthcare to the residents of the Service Area.

(c) Lessee will maintain its existence and shall continue to operate and provide care, either directly or through contracts and relationships with third parties, during the Term; provided, however, that this covenant shall not prohibit reorganizations or restructurings in which the obligations of Lessee are expressly assumed by a successor entity in such reorganization or restructuring which are consistent with the requirements set forth herein. Lessee shall provide, or arrange for the provision of, within the Service Area inpatient and outpatient hospital services and emergency services consistent with those then being provided by other community based, safety net hospitals in the southeastern area of the United States of America.

(d) Lessee shall be responsible for compliance with the Americans With Disabilities Act of 1990, as amended from time to time, and related state and municipal laws and regulations, and all matters regarding both the configuration of the Leased Facilities (the interior as well as all public and employee door entrances) and Lessee's operations at the Leased Facilities.

(e) Lessee shall pay when due all taxes levied during the term of this Lease against the Leased Facilities.

(f) Lessee will not discriminate and will comply with all applicable Federal and State laws prohibiting discrimination based on race, religion, creed, color, sex or national origin. Lessee covenants that it will all times and in all places embrace, support and adhere to best practices in furthering the goals of diversity and non-discrimination and the creation of an inclusive and just culture. .

(g) Lessee will use the Leased Facilities only in a legally-compliant manner and in furtherance of the lawful purposes of Lessee.

(h) Lessee will operate the Leased Facilities in furtherance of objectives that meet the public health needs of the community, as such needs are determined pursuant to the provisions hereof and Act 432, and in a manner that is consistent with the operation of an integrated healthcare delivery system serving multiple communities.

(i) Lessee shall provide charity and indigent care in accordance with Lessee's policies and procedures which shall require charity and indigent care being delivered in a manner consistent with Act 432 and that provided by other integrated delivery systems serving multiple communities, safety net hospitals in the region, and applicable federal and state tax exempt requirements. Lessee will not enact financial admission policies that have the effect of denying essential medical services or treatment solely because of a patient's inability to pay for the services or treatment.

SECTION 3.2. Lessee shall be solely responsible for all liabilities incurred on or after the Effective Date and arising out of the operation of the Leased Facilities by Lessee.

SECTION 3.3. Lessee Board Representation. At all times, not less than ninety (90%) percent of the members of the Lessee Board shall either reside in, or have a business relationship with, an organization which has a significant presence in the areas served by the Lessee, including specifically Greenville, Oconee, Laurens and Pickens counties. Further and as required by the Act, in making recommendations of persons to serve on the Board of Trustees of the Lessor, such nominations by the Lessor will result in at least one Trustee residing in each of Oconee, Laurens and Pickens counties and that the nomination of such individuals will be with the concurrence of the Legislative Delegation of that county.

SECTION 3.4. SECTION 3.3 Rates and Charges; Third Party Payors. Lessee shall have sole control over the establishment of rates and charges for services performed by or at the Leased Facilities.

SECTION 3.5. Emergency Services. No person in need of emergency medical treatment shall be denied services because of inability to pay for services, charges or costs for which such person would ordinarily be responsible. "Emergency" medical treatment used in this Agreement shall have the same definition as that used in the Medicare Patient Transfer Act, 42 U.S.C. § 1395dd, as the same may be amended from time to time.

SECTION 3.6. Medicare/Medicaid.

(a) Lessee will participate in the Medicare and Medicaid programs. During the term hereof, Lessee shall be responsible for making all filings due to the Medicare and Medicaid programs. Unless otherwise required by applicable law, the Lessor shall not file any reports or other documents or make any other filings in connection with Medicare and Medicaid reimbursement with respect to the Leased Facilities, including but not limited to any cost reports, without allowing Lessee at least thirty (30) business days to review any such filings and related documentation and obtaining Lessee's prior written approval of such filing. Lessee shall be responsible for taking all actions with respect to any liability to the Medicare or Medicaid programs and the Lessor shall cooperate with Lessee in responding to any audit or Notice of Program Reimbursement and pursuing any appeal with respect thereto in the manner and at the time deemed appropriate by Lessee in its discretion.

(b) To the extent assumable, Lessee shall assume Lessor's provider agreement/number and Medicare provider agreement/number (the "Provider Numbers") applicable to the operations provided in the Leased Facilities and shall use best efforts to seek approval for transfer thereof. Lessee shall be fully

responsible for and shall pay all costs and fees required to be paid in connection with the transfer of the Provider Numbers.

(c) To the extent necessary, Lessor hereby appoints Lessee as its attorney in fact during the term of this Agreement to take any action, make any filings, and/or represent Lessor in any action in connection with Medicare, Medicaid and any other government payor.

SECTION 3.7. Medical Staff; Physician Development. Lessee's Board of Directors will, effective as of the Commencement Date, be the governing body of the medical staff of the hospitals forming part of the Lessee as contemplated by the bylaws of the Lessee as they relate to the medical staff of the Lessee's hospitals, and shall have all the rights and authorities of the governing body with respect to the medical staff of the hospitals. Subject to its due diligence, Lessee shall adopt and follow the current bylaws in effect at the hospitals of the Lessor immediately prior to the Effective Date for the applicable medical staff (subject to the right of Lessee to amend said bylaws in the future) and will extend privileges to all present members of the medical staff who are in good standing immediately prior to the Effective Date, on the same terms as they presently enjoy. During the term of this Agreement, Lessee (i) will maintain appropriate procedures for review and amendment of medical staff bylaws of the hospital, and for appointment, reappointment, suspension and termination of medical staff privileges; (ii) shall have the power and authority to grant temporary medical staff privileges to qualified new applicants; and (iii) shall take all other actions which it may deem necessary or appropriate with respect to medical staff bylaws and privileges, including, without limitation, all final action regarding the granting, denial, suspension or revocation of medical staff privileges.

SECTION 3.8. Compliance with Applicable Law.

(a) Lessee shall procure or cause to be procured any and all necessary building permits, hospital licenses, other permits, licenses and other authorizations for the lawful and proper construction, use, occupation, operation and management of the Leased Facilities.

(b) Lessee will not be in material violation of any laws, ordinances, governmental rules or regulations to which it is subject and will not fail to obtain any licenses, permits, franchises or other governmental authorizations necessary for the lease of the Leased Facilities or the conduct of its activities, which violation or failure to obtain might materially adversely affect the Leased Facilities.

SECTION 3.9. Payments of Other Obligations. Lessee agrees to pay when due each and every lawful cost, expense, and obligation which arises or accrues during the term of this Agreement, out of the Lessor's ownership, or Lessee's possession, operation, maintenance, alteration, repair, rebuilding, use or occupancy of the Leased Facilities or any part thereof. Lessee shall pay when due all lawful real estate taxes, personal property taxes, business and occupation taxes, license fees and assessments of every kind and nature relating to the whole or any part of the Leased Facilities or this Agreement, which may arise or accrue during the term of this Agreement. Lessee also agrees to pay or cause to be paid all lawful charges for gas, water, sewer, electricity, light, heat, power, telephone, oxygen, and other utilities and services, used, rendered, or supplied to, upon or in connection with the Leased Facilities, which may arise or accrue during the term of this Agreement. Lessee shall be solely responsible for any debt, lien, or other obligation incurred or caused by Lessee or an Affiliated Entity during the term of this Agreement.

SECTION 3.10. Financial Books and Records. Lessee shall maintain proper books of record and account of all business and affairs pertaining to the Leased Facilities, in which full and correct entries shall be made in a manner consistent with Lessee's accounting and record keeping for other hospitals within the new system in which Lessee participates. To the extent that the ongoing status of Lessor as a governmental

entity shall require accounting or record keeping in a manner consistent with that status. Lessee shall accommodate such requirements.

SECTION 3.11. Reporting Requirements. Additionally, to assist Lessor in ensuring on an ongoing basis that operation of the Leased Facilities meets the requirements of this Agreement and Act 432, Lessee shall provide an annual report ("Annual Report") to Lessor addressing Lessee's performance on:

- (a) activities addressing the health needs of the community;
- (b) participating in the Medicare and Medicaid programs;
- (c) providing indigent and charity care;
- (d) compliance with the terms and conditions of this Lease; and,

(e) any other matters of significant financial, quality and strategic importance affecting access to healthcare services in the Service Area, including specifically the benchmarking of quality, safety, patient satisfaction, employee engagement, and commitment to diversity reports and measures. The Annual Report required above shall be delivered within one hundred and fifty (150) days of Lessee's fiscal year end and shall be for the purpose of permitting Lessor to: (i) provide general input and oversight regarding Lessee's lease performance so as to help achieve the public policy goals and purposes which are expressly set forth or inherently implicit in the provisions of this Agreement, including, but not limited to, operating the Leased Facilities for the benefit of the general public and providing for the health care needs of the community; and (ii) enabling Lessor to comply with its requirements under this Agreement, its responsibilities under Act 432, and applicable law. Lessor shall promptly notify Lessee of any material concerns with respect to the Annual Report and Lessor and Lessee shall make a good faith effort, to the extent it is reasonable to do so, to address Lessor's concerns. Subject to the rights of Lessor as set forth in Article 10 hereof, Lessee will have authority with respect to the management and operation of the Leased Facilities in a manner consistent with the requirements contained herein.

At the public meeting where the Annual Report is received, members of the Greenville Legislative Delegation will be invited to attend and provide input on community health needs..

In addition to the Annual Report, Lessee shall periodically meet with Lessor's Board to discuss matters related to the health needs of the community and the delivery of health care services therein, and to receive input from Lessor's Board regarding the same. Such periodic meetings shall involve senior leadership of Lessee. Such meetings shall provide the opportunity for input and receiving recommendations from the Lessor's Board of Trustees regarding (a) annual operating and capital budgets, (b) quality and accessibility and (c) long range strategic plans for the Lessee.

SECTION 3.12. Existing Certificates of Need. Lessee shall comply with the terms of all Certificates of Need granted to the Lessor prior to the Commencement Date. Prior to the Commencement Date, Lessor shall comply with requirements relating to the implementation, fulfilling or "closing out" of any outstanding or open Certificates of Need, and shall present evidence to Lessee that any such outstanding certificates of need have deemed closed or fulfilled by the South Carolina Department of Health and Environmental Control.

SECTION 3.13. Community Needs Assessment and Future Planning.

(a) Lessee shall conduct a community needs assessment for the community served by the Leased Facilities in accordance with the requirements of Section 501(r) of the Code and any implementing

regulations. Such community needs assessments may include physician needs studies periodically performed by Lessee in consultation with the medical staff leadership.

(b) Notwithstanding the foregoing, Lessee shall use its best efforts to plan and provide for healthcare needs in the Service Area and may use any method which it determines best accomplish this objective, including without limitation the acquisition, operation, construction, improvement or repair of healthcare facilities or portions thereof.

(c) Lessee is committed to providing community residents and members of Lessor's Board of Trustees with the opportunity to give input on governance and the strategy, planning, and oversight of the integrated delivery system.. Additionally, Lessor's board chair shall have the opportunity to participate on any search committee formed by Lessee or the SCO in connection with the selection of the senior most management officer of the Lessee and shall be given the opportunity to give input on such individual's annual evaluation.

SECTION 3.14. Tax-Exempt Status. Lessee agrees that during the term of this Agreement, it shall not perform any act or enter into any agreement which shall adversely affect the Federal income tax exempt status of Lessee and shall conduct its operations and the Leased Facilities so as to maintain Lessee's tax exempt status.

SECTION 3.15. Access to Reports. Lessee shall provide Lessor with full access to reports and Lessee's personnel to determine if the goals of this Agreement are being met and whether Lessee is complying with the terms of this Agreement.

ARTICLE 4 **COVENANTS OF LESSOR**

SECTION 4.1. Cooperation with Lessee. The Lessor shall from time to time execute or cause to be executed such documents or instruments as may be necessary or as may be reasonably requested by Lessee in order to enable Lessee to carry out its duties and responsibilities under this Agreement. During the term of this Agreement, Lessor agrees to use its best efforts to cooperate with Lessee in Lessee's performance of their respective duties and responsibilities in this Agreement. The Lessor shall cooperate with Lessee in connection with Lessee's delivery of healthcare services in the community, including assisting Lessee in obtaining any and all certificates of need or other licenses or authorizations needed for Lessee's delivery of such healthcare services. The Lessor also shall assist Lessee in obtaining all approvals, if any, of governmental authorities required for the transactions contemplated by this Agreement or for subsequent operations in connection with the delivery of healthcare services to the community.

SECTION 4.2. Grants; Fundraising Efforts; Philanthropy. Lessor agrees to cooperate with Lessee in applying for and obtaining public and private funding for the maintenance and operation of the Leased Facilities or for other public health purposes, with such funding including, but not limited to, grants from government agencies or other third parties, and philanthropic giving. All such funds shall be paid to Lessee unless otherwise agreed to by Lessee.

SECTION 4.3. No Restrictions on Competition with Lessee after 5 years. Beginning five years after the Effective Date, the Lessor may acquire, establish, own, operate, or manage any healthcare facility. Lessor agrees that it will consult with Lessee prior to engaging in any such activity, and both parties will work together in good faith to provide such services in a manner which advances the best interests of the residents of the Service Area. Prior to five years after the Commencement Date, in order to enable Lessee the time to fully organize itself and implement the programs and services contemplated herein, Lessor will not independently or in conjunction with others establish any competitive facilities or services with those

being provided by the Lessee unless agreed to in advance by Lessee; provided, however, that this agreement shall not apply in the event of breach by the Lessee and a failure to remedy as provided herein. It is further recognized that it may be in the best interest of the System as a whole and care in the Service Area that certain programs and services be provided directly by a governmental authority in which case Lessee, Lessor and the SCHC will work together to explore the feasibility of a business plan for Lessor to directly pursue.

SECTION 4.4. Public Funds. In the event any governmental or public agency or entity shall pay to the Lessor funds for the operation of the Leased Facilities, or for the retirement of any debt hereafter issued by either the Lessor or Lessee, the Lessor agrees, upon receipt of such funds and in consideration of the obligation by Lessee to assume all operating responsibilities of the Lessor, to remit and pay the same over to Lessee, and Lessee shall apply such funds consistent with the terms and conditions of the public funding.

SECTION 4.5. Consents and Notices. The Lessor shall obtain all material consents and give all notices which may be required in connection with the leasing of the Leased Facilities and the conveyance of the Operating Assets and Existing Operations, including the assignment of the Lessor contracts and the assumption by Lessee of the Lessor's liabilities as provided hereunder and in accordance with the terms of such agreements and liabilities. The Lessor shall provide Lessee with satisfactory evidence that all such consents have been obtained and notices have been given upon Lessee's written request.

SECTION 4.6. Reports. Lessor shall file such reports, prepared by Lessee, regarding the activities of the Lessor as required by law.

SECTION 4.7. Encumbrances. Lessor shall not mortgage, pledge, or otherwise encumber the Leased Facilities without the prior written consent of Lessee. Any funds received by Lessor in violation of this Section shall be immediately paid to Lessee.

SECTION 4.8. Police Services. The powers originally granted to the Lessor under Act 312 of 2010 by the General Assembly of the State of South Carolina, as amended, enabling the Lessor to establish a police department, shall remain the responsibility of the Lessor. Lessor agrees that it will provide such services as requested by the Lessee, and Lessee agrees to be responsible for all costs incurred by Lessor in its running of the police department. Decisional authority and control of these services shall remain with the Lessor.

SECTION 4.9. Eminent Domain. Pursuant to Act 432, Lessor is vested with the right of eminent domain. Such authority shall remain solely with Lessor. Lessor will work with Lessee if requested by Lessee in the exercise of such rights, but decisional authority and control of exercise of such power shall remain with the Lessor.

SECTION 4.10. Office of Ombudsman. Lessor will cause an Office of Ombudsman to be created which will assist patients and their families in navigating the GHS healthcare system and address their concerns, which office will be responsive to elected officials and their constituents. . Members of the Greenville Legislative Delegation may report any questions regarding performance of the Office of Ombudsman to the Board Chair of Lessor, which comments will be considered in the evaluation by the Lessor of the performance of the Office. Failure by the Lessee to work in good faith with the Office of Ombudsman shall be grounds for the assertion by the Lessor of a Claim subject to the Dispute Resolution provisions of Article 10 hereof.

ARTICLE 5
DUTIES AND POWERS

SECTION 5.1. Grant of Authority. Lessor hereby grants to Lessee, to the extent permitted by law and except as otherwise provided in this Agreement or Act 432, the power and authority to do and perform all of the following acts in connection with the operation of the Leased Facilities:

(a) to bring suit, prosecute suit, defend suit, compromise, settle and arbitrate any suit or claim against the Lessor, the Leased Facilities or Lessee, and to dispose of any and all actions or proceedings at law or equity brought against the Leased Facilities, Lessee or the Lessor relating to the ownership or operation of the Leased Facilities; and to demand, sue, recover, receive and collect, release and discharge all sums of monies and debts and accounts receivable, and other obligations that may become due or are now due and owing and payable to the Leased Facilities or the Lessor; provided, however, that (i) Lessee may not bring a suit in the name of the Lessor without its express written permission, and (ii) the terms of this paragraph shall not apply to claims between Lessor and Lessee;

(b) to maintain and control, with full signatory authority thereover, all banking, savings, investment and all other financial accounts of the Leased Facilities, whether such accounts are in the name of Lessor or Lessee, and to deposit monies of the Leased Facilities in such banks, accounts, interest bearing or non-interest bearing; and to make all decisions regarding the investment, reinvestment, expenditure or use such funds and any income therefrom;

(c) to perform the responsibilities pursuant to all contracts between the Lessor and third parties relating to the ownership or operation of the Leased Facilities, and to negotiate contracts relating to the operation of the Leased Facilities and to execute the same on behalf of Lessee (or the Lessor with its express written permission, when necessary), and to review and analyze the performance of said third parties who provide services and products to the Leased Facilities and to act on behalf of the Lessor or Lessee based upon what Lessee determines to be in the best interest of the operation of the Leased Facilities;

(d) to take such actions as may be deemed necessary by Lessee to administer any leases included in the Leased Facilities, including the right to modify, amend, or terminate the leases in any manner deemed expedient by Lessee and to take remedial action under such leases in the event of the occurrence of a breach or default of the terms and conditions of such leases and further to execute and deliver such documents or instruments as may be required to accomplish any of the foregoing;

(e) to supervise and implement business office systems and procedures at the Leased Facilities, and to establish and administer systems for the development, preparation and safekeeping of records and books of account relating to the business and financial affairs of the Leased Facilities;

(f) to transfer, assign, lease or sublease to any Affiliated Entity, Lessee's interest in all or any portion of the Leased Facilities, for any lawful purpose and subject to and consistent with the terms of this Agreement. Lessee shall maintain accurate records of the location of, and any transfers with respect to, the Leased Facilities;

(g) to execute and deliver agreements, contracts and other documents necessary for Lessee to carry out its duties under this Agreement;

(h) to prepare any reports or filings which are required to be filed by Lessor; and

(i) to maintain, renovate, or expand upon any building or structure owned by the Lessor, and to construct new buildings consistent with the purposes of the Lessee and the delivery of health care services in the Service Area.

SECTION 5.2. Transfer of Leased Facilities. During the Initial Term of the Lease, neither party may sell, assign, transfer or convey its respective interest in any asset forming part of the Leased Facilities without the consent of the other party, which shall not be unreasonably withheld; provided however, such consent shall not be required for a sale, assign, transfer or conveyance of its interest in Leased Facilities pursuant to a Permitted Transfer. A Permitted Transfer shall include the following transfers:

- a) To an Affiliated Entity; or
- b) In the ordinary course of business; or
- c) If the property is replaced promptly by other property of comparable utility, but not necessarily the same function; or
- d) Is a transfer of cash or investments; or
- e) If the transferor receives fair market value; or
- f) In any calendar year, the aggregate value of the property transferred based on book value of the assets transferred does not exceed 25% of the book value of all assets operated by the Lessee in the Service Area; or
- g) Transfers of inpatient beds operated by the Lessee in the Service Area, in which either (i) during the calendar year, the bed count of the total beds similarly licensed which are transferred in any calendar year constitute less than 25% of the aggregate similarly licensed beds of Lessee then being operated in Service Area or (ii) the transferee agrees to be bound by all of the covenants and agreements contained herein.

PROVIDED FURTHER, THAT THIS PROVISION SHALL NOT APPLY TO ANY PLEDGE OR ASSIGNMENT OF LESSEE'S INTEREST IN THE LEASED FACILITIES TO A LENDER FOR THE PURPOSE OF OBTAINING FINANCING.

ARTICLE 6

IMPROVEMENTS; SUBLEASES

SECTION 7.1 After-Acquired Property as Part of Leased Facilities. All buildings, structures, improvements, machinery, and fixtures which shall be constructed, placed or installed in or upon the Real Property by Lessee as an addition to, or as a substitute for or in renewal or replacement of, any of the Leased Facilities shall become Improvements hereunder without further act or deed. At the request of Lessee, the Lessor shall cooperate in securing such permits and authorizations and shall join in the application for such municipal and other governmental permits and authorizations as may be deemed necessary or advisable to be obtained in connection with any such construction, acquisition or installation.

SECTION 7.2 Subleases to Non-Affiliated Entities. With respect to a sublease of all or a portion of the Leased Facilities to a third party which is not a Lessee Affiliated Entity, Lessee may, subject to the remainder of this Section sublease all or any part of the Leased Facilities to such third party. Any such sublease must (i) be consistent with and subject to the provisions of this Agreement and (ii) comply with the

requirements of all laws applicable to the Leased Facilities. Lessee shall remain fully obligated and responsible under this Agreement to the same extent as if such sublicense had not been executed.

ARTICLE 7 **INSURANCE**

SECTION 7.1. Insurance. Lessee covenants and agrees that it shall, during the term of this Agreement, keep and maintain at all times such insurance in such amounts and with such deductibles as shall be comparable to coverage carried by institutions similar to Lessee with respect to the Leased Facilities.

At a minimum the insurance coverage to be provided by Lessee shall include:

- (a) commercial general liability;
- (b) medical professional liability;
- (c) property, including the Leased Facility and related personal property on an "all risk" basis at full replacement cost; and
- (d) workers' compensation at statutory requirements of the State of South Carolina.

To the extent allowed by law and permitted by the applicable insurance carrier(s), Lessor shall be named as a "named insured," additional insured, or loss payee on all such insurance policies as of the Commencement Date.

SECTION 7.2. Insurers and Policies. Lessee may provide for all or any part of the insurance coverage required pursuant to this Agreement through a self-insurance program. Upon termination or expiration of this Agreement for any reason, Lessee, at its sole expense, shall provide appropriate prior acts coverage, later reporting endorsement or tail policy for all insurance coverage required herein at the same limits required herein, and provide the Lessor with acceptable proof thereof.

SECTION 7.3. Involuntary Loss; Use of Insurance Proceeds. Condemnation Awards and Sale Proceeds.

(a) If all or any part of the Leased Facilities shall be damaged or destroyed by whatever cause or shall be taken by any public authority or entity in the exercise of, or acquired under the threat of the exercise of, the power of eminent domain (for purposes hereof, an "Involuntary Loss"), Lessee shall give prompt notice of such Involuntary Loss to the Lessor.

(b) If insurance or sale proceeds are made available to Lessee, Lessee shall proceed promptly to repair, rebuild or restore that portion of the Leased Facilities damaged, destroyed or taken with such changes, alteration and modifications (including the substitution and addition of other property) as may be desired by it, and Lessee may receive the insurance proceeds or sale proceeds resulting from such Involuntary Loss, or the condemnation awards paid with respect to such Involuntary Loss, and shall apply said proceeds of awards for such purpose, unless it is not reasonably feasible to repair, rebuild or restore, and then the Parties shall mutually agree upon the use of any insurance or sale proceeds made available as a result of such Involuntary Loss.

(i) Lessee and Lessor shall cooperate fully with one another in the handling and conduct of any prospective, pending or threatened condemnation proceedings or with respect to

any settlement or negotiation proceedings involving coverage provided under any policy of insurance.

(ii) All rights to any condemnation proceeds for the Leased Facilities shall be equitably divided among the Parties based on the respective investments therein and taking into consideration the need to reinvest such proceeds to provide services in the community.

SECTION 7.4. Failure to Carry Insurance. In the event Lessee shall at any time neglect or refuse to procure or maintain insurance or self-insurance as herein required, the Lessor, following at least ten (10) days written notice to Lessee shall have the right to procure and maintain such insurance as is required hereunder and Lessee shall be obligated to reimburse the Lessor for all amounts expended in connection therewith.

SECTION 7.5. Waiver of Subrogation and Indemnification. Lessee and the Lessor hereby waive the right of subrogation or indemnification against each other with respect to losses incurred through actions that would be covered by the "all risk" hazard insurance policy required to be carried under the terms and conditions of Section 7.1. This waiver of subrogation and indemnification shall not affect the remedies of the Lessor with respect to breaches or defaults by Lessee hereunder, the remedies of the Lessor, or apply to any professional malpractice or similar claims.

ARTICLE 8 TERMINATION

SECTION 8.1. Termination. This Agreement may be terminated as set forth in this Article 9.

SECTION 8.2. Termination by Agreement. This Agreement may be terminated at any time prior to the expiration of the term specified in Article 1 by mutual written agreement of Lessor and Lessee.

SECTION 8.3. Termination For Cause. Either Lessor or Lessee may terminate this Agreement for cause based upon a material breach of the other party, after giving written notice of such breach to the breaching party and the latter's failure to cure the breach within ninety (90) days notice of the breach; provided, however, that a longer period shall be allowed if the breaching party has commenced to cure in good faith within ninety (90) days' notice of the breach but the cure cannot reasonably effected during that time period. Provided further, that in the event that a party contests whether a breach has occurred and invokes the Dispute Resolution processes set for in Article XI below, then no termination of this Agreement for cause shall occur during the pendency of the Dispute Resolution process.

SECTION 8.4. Surrender of Possession Upon Termination.

(a) **Lessee's Transfer of Hospital and Additional Facilities Upon Expiration of Initial Term or Lessor's Termination for Cause.** In the event that this Agreement either (i) expires on the Initial Amended Term Expiration Date or (ii) is terminated by Lessor for cause during the Initial Amended Term, then Lessee shall surrender and convey to Lessor, free and clear of all liens and encumbrances, possession of the Leased Facility (including Improvements) and all equipment then used in operation of the Leased Facility. In addition, in the event that Lessee has developed inpatient or outpatient hospital facilities in the Service Area during the term of this Agreement on property other than the Real Property ("Additional Facilities"), the Additional Facilities (and all equipment therein) will also be surrendered and conveyed to the Lessor, free and clear of all liens and encumbrances upon termination or expiration as provided in this Section 9.4(a).

(i) Cash for Operations. Upon the occurrence of a surrender and conveyance in accordance with this Section 8.4(a), Lessee shall pay Lessor in cash, marketable securities or other immediate funds an amount equal to the media Days Cash on Hand as reported for similar healthcare entities rated at the lowest investment grade rating by Moody's, S&P or such other entity as is then recognized by the investment banking community as credible rating agency. Days Cash on Hand shall be calculated in accordance with Generally Accepted Accounting Principles.

(b) Transfer of Leased Facilities upon other Termination or Expiration. In the event this Agreement is terminated or expires for any reason other than as set forth in Section 8.4(a), then Lessee shall surrender and convey to Lessor possession of the Leased Facilities subject to all existing liens and encumbrances applicable thereto.

(i) Cash for Operations. Upon the occurrence of a surrender and conveyance in accordance with this Section 8.4(b), Lessee shall pay to Lessor cash for operations in accordance with 8.4(a)(i) above, provided however, that Lessee shall only be obligated to make such cash payment if at the time of conveyance adequate health care services from other providers in the Service Area are not otherwise reasonably available to the residents of the Service Area as determined by comparison to similarly situated communities.

SECTION 8.5. Funds to Enforce Agreement and Pursue Remedies. In the event that Lessor gives written notice to Lessee that Lessee has materially breached this Agreement, and Lessee disputes that such a breach has occurred, then Lessee, upon Lessor's request, will provide Lessor with funds equal to \$1,000,000.00, which may be used by Lessor for the sole purpose of engaging in the dispute resolution procedures set forth in Article 9 hereof or to enforce this Agreement and pursue any remedies it may have under this Agreement. If the amount in the preceding sentence is exhausted by Lessor prior to the resolution of the dispute, then Lessee will provide Lessor with additional funds equal to \$1,000,000.00 more to be used for the purposes set forth in this Section. Any funds advanced pursuant to this Section which remain after resolution of the dispute shall be returned to Lessee.

SECTION 8.6. Lessor's Remedies. Subject to the provisions of Article 9 hereof, upon the occurrence of a material and uncured breach by Lessee, Lessor may institute such action against Lessee as Lessor may deem necessary to compel performance or to otherwise seek redress and damages. Lessee shall not be liable to Lessor for any consequential, incidental, or indirect damages, including for lost profits, or loss of opportunity or use of any kind, whether in contract, tort, or otherwise.

SECTION 8.7. Lessee's Remedies. Subject to the provisions of Article 9 hereof, upon the occurrence of a material and uncured breach by Lessor, Lessee may institute such action against Lessor as Lessee may deem necessary to compel performance or to otherwise seek redress and damages.

SECTION 8.8. No Waiver of Rights. No failure by either party to insist upon the strict performance of any term, covenant, condition or provision of this Agreement, or to exercise any right or remedy consequent upon an event of default hereunder, shall constitute a waiver of any such default or of such term, covenant, condition or provision or a waiver or relinquishment for the future of the right to insist upon and to enforce by any appropriate legal remedy a strict compliance with all the terms, covenants, conditions and provisions of this Agreement, or of the right to exercise any such rights or remedies, if any default by the other party be continued or repeated. No breach of this Agreement shall be waived except as set forth in a written instrument executed by the party waiving such breach. No waiver of any breach shall affect or alter this Agreement but every term, covenant, condition and provisions of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach hereof.

ARTICLE 9 DISPUTE RESOLUTION

SECTION 9.1. Intent. It is the firm and express intention of the Parties to resolve any disputes without resorting to litigation. All disputes arising in connection with this Agreement, or any breach or claimed breach thereof, shall be settled amicably by good faith discussion and negotiation among the Parties and, failing such amicable settlement, finally determined exclusively by binding arbitration in accordance with the provisions herein.

SECTION 9.2. Conflict Resolution. To the fullest extent permitted by South Carolina law, any controversy or claim arising out of or relating to this Agreement (a "Claim") shall be settled by negotiation and arbitration in accordance with the following provisions:

(a) **Negotiation.** If a dispute arises between the Parties relating to this Agreement that cannot be resolved informally, each Party shall, for a period of thirty (30) calendar days after the dispute first arises ("Initial Negotiation Period"), negotiate in good faith a resolution of the dispute ("Initial Negotiation"). The Initial Negotiation will include no less than two in-person meetings among the Lessor designee and Lessee's designee. If the dispute is not resolved during the Initial Negotiation Period, the Parties shall, for an additional period of thirty (30) calendar days after the end of the Initial Negotiation Period (the "Extended Negotiation Period") continue in good faith to negotiate a resolution of the dispute (the "Extended Negotiation"). The Extended Negotiation will include no less than two in-person meetings among the Board Chairs of Lessor and Lessee and the senior most administrative leader of the Lessee. Either Party may request the appointment of a mediator mutually acceptable to the Parties to participate in the Initial Negotiation and any Extended Negotiation. The place of the Initial Negotiation and any Extended Negotiation shall be in Greenville, South Carolina, or such other place as may be mutually agreed to by the Parties. The mediator may meet or communicate with the Parties together or with each of them separately.

(b) **Arbitration.** If such controversy or claim is not resolved as contemplated by Section 10.2 (a) during the Initial or Extended Negotiation, either Party may elect to submit such Claim to arbitration upon the following terms:

(i) **Scope.** The agreement of the Parties to arbitrate a Claim covers all disputes of every kind relating to or arising out of this Lease Agreement, and any instrument, certificate or other document executed or delivered pursuant to the terms of this Lease Agreement. Disputes include actions for breach of contract with respect to this Lease Agreement or such related documents, as well as any Claim based upon tort or any other causes of action relating to the arrangement contemplated herein or therein, such as claims based upon an allegation of fraud or misrepresentation and claims based upon a federal or state statute. In addition, the arbitrators selected according to procedures set forth above shall determine the arbitrability of any matter brought to them.

(ii) **Forum.** The forum for the arbitration shall be Greenville, South Carolina.

(iii) **Law.** The governing law for the arbitration shall be the law of the State of South Carolina, without reference to its conflicts of laws provisions. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, the Parties acknowledge and agree that any arbitration conducted pursuant to the terms of this Agreement shall be governed by the South Carolina Uniform Arbitration Act (S.C. Code Ann. §15-48-10, et seq.).

(iv) **Arbitrator(s).** There shall be three arbitrators, unless the Parties are able to agree on a single arbitrator. In the absence of such agreement within ten (10) days after the

initiation of an arbitration proceeding, Lessor shall select one arbitrator and Lessee shall select one arbitrator, and those two arbitrators shall then select, within ten (10) days, a third arbitrator who shall chair the arbitration panel. If those two arbitrators are unable to select a third arbitrator within such ten (10)-day period, a third arbitrator shall be appointed by JAMS in accordance with its rules. All such arbitrators shall be knowledgeable in the operation of academic medical centers and teaching hospitals and at least one arbitrator shall be a practicing lawyer or retired judge. The decision in writing of at least two of the three arbitrators shall be final.

(v) Administration and Procedural Rules. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, as modified by any other instructions that the Parties may agree upon at the time. If there is any conflict between those rules and the provisions of this Section, the provisions of this Section shall prevail.

(vi) Substantive Law. The arbitrators shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms. The arbitrators shall make a good faith effort to apply substantive applicable law. The arbitrators shall be bound to honor claims of privilege or work-product doctrine recognized at law, but the arbitrators shall have the discretion to determine whether any such claim of privilege or work product doctrine applies.

(vii) Decision. The arbitrators' decision shall be in writing signed by the arbitrators joining in the decision and shall include a reasoned basis for the resolution of each dispute and for any award. The arbitrators shall deliver the decision to each Party personally or by registered mail. A Party may apply for modification or correction of the award as provided in S.C. Code Ann. §15-48-100. After the time period allowed by S.C. Code Ann. §15-48-100 for an application to the arbitrators to modify or correct the award, either party apply to the Court of Common Pleas in Greenville, South Carolina for an order confirming the award and for a judgment or decree to be entered in conformity therewith.

(viii) Expenses. Each Party shall bear its own fees and expenses with respect to the arbitration and any proceeding related thereto and the Parties shall share equally the fees and expenses of JAMS and the arbitrators; provided, however, that the arbitrators' award shall include payment of the non-breaching Party's reasonable attorney's fees and other costs associated with the arbitration.

(ix) Remedies and Awards. The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the State of South Carolina; provided, however, the Parties acknowledge and agree that termination of this Agreement should be an extraordinary remedy granted only when other remedies will not adequately resolve the non-breaching Party's Claim(s). The Parties further agree that the arbitrators shall have the power and authority to appoint a Management Consultant to render a report on how the breaching party should cure the default and on receipt and adoption of the report, to order compliance therewith. Management Consultant shall mean a firm of management consultants of favorable national repute for skill and experience in the healthcare industry.

(x) Appeals. Any judgment or decree entered in the Court of Common Pleas in accordance with Section 10.2(b)(7) hereof, shall be appealable to the South Carolina Court of Appeals as provided in the South Carolina Uniform Arbitration Act, S.C. Code Ann. §15-48-200.

ARTICLE 10 MISCELLANEOUS

SECTION 10.1 Captions. The captions of the Articles and Sections hereof have been inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

SECTION 10.2 Covenants Considered Material. All covenants made by the Lessor or Lessee contained herein shall be considered to be material to the Agreement and the relationship between the Lessor and Lessee.

SECTION 10.3 Amendment of Agreement. This Agreement may be amended only by a written agreement duly executed by Lessee and the Lessor. Notwithstanding the foregoing, any material changes in the rights and obligations (and implementing policies thereunder) of the Lessee to the Lessor under sections 1.8; 3.1 (a),(d),(g),(i) and (j); 3.2; 3.3; 3.5; and 7.1 shall also require the approval of the Greenville County Legislative Delegation as provided in the Act.

SECTION 10.4 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina. All Parties acknowledge that the Agreement has been generated in the offices of the counsel for the Parties through discussions of this transaction with the undersigned. As an important part of the consideration for this Agreement, the Parties agree that the exclusive jurisdiction and venue of all actions, claims, or other legal proceedings arising in any manner pursuant to this Agreement, shall be vested in the courts situated in Greenville County, South Carolina and no other. Notwithstanding any other provisions contained in other documents executed simultaneously herewith, the undersigned, for itself, and all successor, assigns, heirs, executors, or future parties at interest agree and accept the jurisdiction of these courts and waives any defense of personal jurisdiction, forum non conveniens, venue or similar defenses and irrevocably agree to be bound by any judgment rendered in the aforementioned courts; exclusive of any and all other Federal or State courts, in connection with this Agreement.

SECTION 10.5 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original constituting but one and the same instrument.

SECTION 10.6 Severability. If anyone or more of the sentences, sections, articles or other portions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of any such sentence, section, article or other portion of this Agreement shall in no way affect the validity or effectiveness of the remainder of this Agreement, and this Agreement shall continue in force to the fullest extent permitted by law.

SECTION 10.7 Assignments. Except as provided herein, neither the Lessor nor Lessee shall give, assign or pledge its rights or obligations under this Agreement without prior written consent of the other party, which shall not be unreasonably withheld. Lessee may, however, at any time assign this Agreement or a portion thereof to any Affiliated Entity, subject to compliance with the other terms and conditions of this Agreement.

SECTION 10.8 Memorandum of Lease. Simultaneously with the execution of this Agreement, the Parties will promptly execute a Memorandum of Lease and Contribution Agreement stating the Commencement Date and expiration date of the term of this Agreement as provided herein, and describing the property herein leased, and setting forth such other provisions of this Agreement that the Parties mutually agree to include. The Memorandum of Lease and Contribution Agreement shall be recorded in the applicable offices where real estate records are recorded.

SECTION 10.9 Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by Lessee or the Lessor shall be in writing and shall be deemed to be properly given or made upon delivery in person or upon the third business day after being properly deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

(a) As to Lessee:

Upstate Affiliation Organization
Attention: President
300 East McBee Avenue, Suite 500
Greenville, S.C. 29601

(b) As to Lessor:

Greenville Health Authority
Attention: President
300 East McBee Avenue, Suite 500
Greenville, S.C. 29601

With a copy to an individual and address designated by Lessor's Board of Trustees.

Any of such addressees may be changed at any time upon written notice given in accordance with this Section to the other party by the party effecting the change. Any time periods commencing with notice prescribed by the terms of this Agreement shall commence with the date of receipt of written notice as provided under this Section.

SECTION 10.10 Survival of Covenants, Representations and Warranties. All covenants, representations and warranties set forth herein shall survive the execution of this Agreement.

SECTION 10.11 Entire Agreement. This Agreement, together with the attachments and exhibits attached hereto, contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all other prior transactions contemplated hereby and supersedes all other prior and contemporaneous agreements, undertakings, negotiations, discussions and representations, oral or written, between or among the Parties.

SECTION 10.12 Good Faith. Good faith is the essence of this Agreement. The Lessor and Lessee each agrees to exercise good faith and commercial reasonableness in the interpretation performance and enforcement of this Agreement.

SECTION 10.13 Relationship of the Parties. Nothing contained in this Agreement shall be construed or deemed by the parties hereto or by any third party to create a relationship of partnership or of joint venture or of any association whatsoever between the Lessor and Lessee.

SECTION 10.14 Time is of the Essence. Time is of the essence in the performance by each party of its obligations hereunder.

SECTION 10.15 No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary with respect to the obligations of the Lessor or of Lessee under this Agreement.

SECTION 10.16 Force Majeure. Neither Lessor nor Lessee shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its

reasonable control, including without limitation, natural disaster, act of war, strike, or change in any statute, regulation or rule of the Federal, any State or local government or agency thereof (including the inability to obtain governmental approvals necessary for the performance of transactions contemplated hereby).

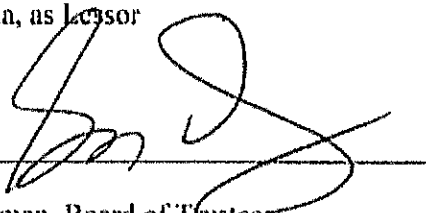
SECTION 10.17 Access to Records. If this Agreement shall be deemed to be subject to the disclosure requirements of Section 952 of the Omnibus Reconciliation Act of 1980, then until the expiration of four (4) years after the furnishing of any services pursuant to this Agreement, Lessee and Lessor shall make available upon written request to the Secretary of Health and Human Services (the "Secretary"), or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Lessee or the Lessor that are necessary to certify the nature and the extent of any costs incurred by Lessee or the Lessor. In the event that Lessee or the Lessor carries out any of the duties of this Agreement pursuant to a subcontract, having a value or a cost of \$10,000 or more over a twelve (12) month period with a related organization, such subcontract shall have a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents and records of such organization that are necessary to verify the reasonableness of such costs.

[SIGNATURE PAGES FOLLOW]

IN WITNESS HEREOF, the parties hereto have caused this Amended and Restated Lease and Contribution Agreement to be executed under seal, effective as of the date first set forth above.

GREENVILLE HEALTH AUTHORITY, a political subdivision of the State of South Carolina created under Act 432 of the Joint Acts and Resolutions of the General Assembly of the State of South Carolina, as Lessor

By: _____



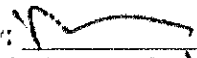
Date: _____

9-5-18

Its: Chairman, Board of Trustees

IN WITNESS HEREOF, the parties hereto have caused this Amended and Restated Lease and Contribution Agreement to be executed under seal, effective as of the date first set forth above.

UPSTATE AFFILIATE ORGANIZATION, a
South Carolina nonprofit corporation, as Lessee

By: 

MARGARET L. JENKINS
Its: Chair, Board of Directors

Date: Sept. 11, 2018

Property Listing

Greenville Health System and Affiliates Schedule of Owned and Lensed Locations

OWNED LOCATIONS

- Greenville Memorial Medical Campus, 701 Grove Road (Grove Road & West Faris Road addresses), Greenville, SC 29605
 - Greenville Memorial Hospital
 - Roger C. Peace Hospital – Rehabilitation
 - Marshall L. Pickens Hospital - Behavioral Health
 - Employee Services Center
 - Health Sciences Education Building | USC School of Medicine Greenville
 - Central Energy Plant
 - Medical Center Clinics
 - Facilities Development and Campus Planning Building
 - Child Care Center, 872 West Faris Road
 - Institute for Translational Oncology Research (ITOR), 900-B West Faris Road
 - 515 Grove Road (Vacant - previously The Blood Connection)
 - School of Nursing, 605 Grove Road
 - Greenville Memorial Campus Parking Decks
 - Land Associated with Greenville Memorial Campus
- Greer Medical Campus, South Buncombe Road, Greer, SC 29650
 - Greer Memorial Hospital, 830 South Buncombe Road
 - Central Energy Plant, 298 Village Green Circle
 - Greer Medical Office Building - 330 Medical Parkway
 - Greer Cancer Centers Building (Linear Accelerator) - 340 Medical Parkway
 - Land Associated with Greer Medical Campus
- North Greenville Medical Campus, 807 N. Main Street, Hwy 276, Travelers Rest, SC 29690
 - North Greenville Hospital - Long Term Acute Care
 - EMS Building (Note: Occupied by GHS)
 - Land Associated with North Greenville Medical Campus
- Patewood Medical Campus, Patewood Drive and Enterprise Blvd., Greenville, SC 29615
 - Patewood Outpatient Center, 200 Patewood Drive
 - Patewood Memorial Hospital, 175 Patewood Drive
 - Patewood Central Energy Plant
 - Patewood Campus Parking Garage
 - Land Associated with Patewood Medical Campus
- Simpsonville Medical Campus, 729, 727, 733 & 741 SE Main Street, Simpsonville, SC 29681
 - Hillcrest Memorial Hospital, 729 SE Main Street
 - Hillcrest Medical Office Building, 727 SE Main Street
 - Hillcrest Central Energy Plant
 - EMS Building
 - Hillcrest Sleep Lab, 741 S.E. Main Street
 - Land Associated with Simpsonville Medical Campus
- Greenville OB/GYN Associates, 2 Memorial Medical Drive, Greenville, SC 29605
- Cancer Institute of GHS, 131 Lila Doyle Drive, Seneca, SC 29672

- Eye Clinic, Spartanburg-Eastside, 735 E. Main Street, Spartanburg, SC 29302 Currently vacant
- Eye Clinic/ Spartanburg Ambulatory Surgery Center - Westside - 1413 John B. White Sr. Blvd., Spartanburg, SC 29306
- 70 Lightning Bug Trail, Glenville, NC 28736-
- Vacant land - 2.995 acres on International Drive, Greenville, SC 29615
- Stoney Point Land, (18.9 acres) Grove Road
- GHS Various Offices - 712 Grove Road, Greenville, SC 29605

Off-Campus Ground-Leased Land to Landlords (GHS as Ground Lessor):

- Center for Family Medicine Land, 877 W. Faris Road, Greenville SC 29605
- Children's Center - Duncan Chapel Land, 415 Duncan Chapel Road, Greenville, SC 29617
- Children's Hospital Outpatient Ctr. Land, 249 N Grove Medical Park Dr., Spartanburg, SC 29303
- Eye Institute Land, 104 Simpson Street, Greenville, SC 29605
- Life Center Land, 875 W. Faris Road, Greenville, SC 29605
- Maxwell Pointe Land, 3907-3917 S. Hwy. 14, Greenville, SC 29615
- MD 360 Greer Land, 1305 South Suber Road, Greer, SC 29650
- GHS Senior Care (PACE Center) Land, 32 Centennial Drive, Greenville, SC 29605
- GHS Medical Center - Boiling Springs Land, 2400 Boiling Springs Road, Boiling Springs, SC 29316

LEASED LOCATIONS (GHS, PIH, GHC, OR GHS HEALTH RESOURCES AS LESSEE):

- 1425 Augusta Pence House, 1425 Augusta Street, Greenville, SC 29605
- Various Medical Offices, 3 Butternut Drive, 1st Floor, Greenville SC 29605
- Acadia Allergy & Immunology (formerly, Allergy Specialists), 10 Halton Green Way, Greenville, SC 29615
- AccessHealth, 1900 Building, Suites 2600 & 2800, 1990 Augusta Street, Greenville, SC 29605
- Blue Ridge Orthopaedics, 10630 Clemson Boulevard, Suite 100, Seneca, SC 29678
- Blue Ridge Orthopaedics, 100 Healthy Way, Suite 1200, Anderson, SC 29621
- Brownell Center, Patewood VI, Suite 130, Greenville, SC 29615
- Cancer Institute of Greenville Health System:
 - 3 Butternut Drive, Suite B, Greenville, SC 29605
 - 109 Fleetwood Drive, Suite A, Easley, SC 29640
 - 65 International Boulevard, Greenville, SC 29615
 - 120A Dillon Drive, Spartanburg, SC 29307
 - Piedmont Center West, Suite 400, 33 Villa Road, Greenville, SC 29615
- Cancer Treatment Center, 900 West Faris Road, Greenville, SC 29605
 - * GHS leases the entire building of 105,435 sq. ft. for various offices/practices
- Carolina Cardiology Consultants, PA, 719 SE Main Street, Simpsonville, SC 29681
- Carolina Cardiology- Easley, 101 Richard Street, Easley, SC 29640
- Carolina Dermatology/Carolina Aesthetics, 920 Woodruff Road, Greenville, SC 29607
- Center for Developmental Services/Kidnetics, 29 North Academy Street, Greenville, SC 29601
- Center for Family Medicine, 877 West Faris Road, Suite A and Carolina Cardiology Consultants, Suite B, Greenville, SC 29605 - GHS leases all 39,788 sq. ft.
- Center for Health and Occupational Services, 1020 Grove Road, Suite 100, Greenville, SC 29605
 - *GHS leases 7,100 sq. ft. out of a total of 12,100 sq. ft. for various offices/practices

- Center for Women's Medicine - Anderson, 2000 E. Greenville Street, Suite 4600, Anderson, SC 29621
- Children's Clinic (The), 890 South Pleasantburg Drive, Greenville, SC 29607
- Children's Clinic (The), 415 Duncan Chapel Road, Greenville, SC 29617
- CHOC Spartanburg, 249 North Grove Medical Park Drive, Spartanburg, SC 29303
- Christie Pediatric Group, 9 Mills Avenue, Greenville, SC 29605
- Christie Pediatric Group, 3911 S. Hwy. 14 (Maxwell Pointe), Greenville, SC 29615
- Cross Creek Internal Medicine, 50 Cross Park Court, (Cross Creek), Greenville, SC 29605
- Cross Creek Surgery Center, 9 Doctors Drive, (Cross Creek), Greenville, SC 29605
- Cypress Internal Medicine, 3907 S. Hwy. 14 (Maxwell Pointe), Greenville, SC 29615
- Equipped for Life, 1009 Grove Rd., Building C, Greenville, SC 29605
- Equipped for Life - Prosthetics and Orthotics
 - 10 Edgewood Drive, Greenville, SC 29601
 - 29 North Academy Street, Suite 1148, Greenville, SC 29601
 - Suite 10702A Clemson Boulevard, Seneca, SC 29678
 - 1807 E. Main Street, Easley, SC 29640
- GHS Corporate Offices, 300 East McBee Avenue, Suites 200, 302, 303, 401, 402, 410, 500-503, Greenville, SC 29601
- GHS Greenville Birth Center, 31 Medical Ridge Drive (Cross Creek), Greenville, SC 29605
- GHS Corporate, 2 Doctor's Drive (Cross Creek), Greenville, SC 29605
- GHS Eye Institute, 104 Simpson Street, Greenville, SC 29605
- GHS Internal Medicine - Five Forks, 221 Batesville Road, Simpsonville, SC 29681
- GHS Laurens County Memorial Hospital, 22725 Hwy 76 East, Clinton, SC 29325
 - Bldgs A, B and C -Laurens County Memorial Hospital
 - Finance Building, 1337 Medical Ridge Road, Clinton, SC 29325
 - Good Shepherd Free Clinic, 245 Human Services Road, Clinton, SC 29325
 - Maintenance Building, Clinton, SC 29325
 - Carolina Women's Center, 102 Medical Park Court, Clinton, SC 29325
 - Dr. Bruce A. Marshall - Surgery, 104 Medical Park Court, Clinton, SC 29325
 - Vacant, 106 Medical Park Court, Clinton, SC 29325
 - Wilson & McCormack Surgical Services, 1012 Medical Ridge Road, Clinton, SC 29325
 - Advance Healthcare, 210 South Broad Street, Clinton, SC 29325
 - Wound Care Center, 1073 Medical Ridge Road, Clinton, SC 29325
- GHS Nurse Family, 1200 West Faris Road, Greenville, SC 29605
- GHS Corporate, 1190 West Faris Road, Greenville, SC 29605
- GHS Senior Care (PACE), 32 Centennial Drive, Greenville SC 29605
- GHS - Urology, 6 Doctor's Drive (Cross Creek), Greenville, SC 29605
- GHS Various Medical Offices, 3 Butternut Drive, 1st Floor, Greenville SC 29605
- GHS Various Medical Offices - Piedmont Center West, Suite 400, 33 Villa Road, Greenville SC 29615
- Greenville Anesthesiology, 67 Creekside Park Court, Greenville, SC 29615
- Greenville Family Practice, 2-A Cleveland Court, Greenville, SC 29607
- Greenville Radiology, 1210 West Faris Road, Greenville, SC 29605
- Greer Family Medicine, 1107 W. Poinsett Street, Greer, SC 29651
- Greer Medical Office Buildings #A and #B - 315 and 325 Medical Parkway, Greer, SC 29650
- *GHS occupies 45,630 sq. ft. out of a total of 49,158 sq. ft. for various offices/practices
- Hand Surgery Center, PA (The)

- 1011 Frontage Road, Greenville, SC 29615
- 100 Healthy Way, Suite 1200, Anderson, SC 29621
- 10630 Clemson Boulevard, Suite 100, Seneca, SC 29678
- Heritage Peds & Internal Medicine -Wren Road, 1115 Wren School Road, Piedmont, SC 29673
- Hillcrest Family Practice, 717A SE Main Street, Simpsonville, SC 29681
- Home Health, 440-C Roper Mountain Road, Greenville SC 29615
- Information Services Center, 525 Grove Road, Greenville, SC 29605 - GHS leases all 59,519 sq. ft.
- Internal Medicine Associates of Greenville, 1025 Verdae Boulevard, Suite 200, Greenville, SC 29607
- Internal Medicine Associates-GI Consultants Dr. Ali Yazdy, 3308 Brushy Creek Rd, Greer, SC 29650
- Interventional Pain Management Associates, 21 Brendan Way, Greenville, SC 29615
- Life Center, 875 West Faris Road, Greenville, SC 29605 - GHS leases all 61,524 sq. ft.
- Materials Distribution Center, 1071 Holland Road, Simpsonville, SC 29681
- MD360, 300 Seuffelstown Road, Simpsonville, SC
- MD360, 1305 South Suber Road, Greer, SC 29650
- MD360, 2400 Boiling Springs Road, Boiling Springs, SC 29316
- Medical Center of Powdersville, 11402 Anderson Road, Suite D, Greenville, SC 29611 (Includes MD360 and Urology)
- Memorial Medical Offices, 890 West Faris Drive, Greenville, SC 29605 - GHS leases all 92,293 sq. ft.
- Mobile Care Ambulance Service, 1315 Grove Road, Greenville, SC 29605
- Mountain View Family Practice, 406 Memorial Drive Ext., Greer, SC 29651
- OB/GYN Clinics, 1120 Grove Road, Greenville, SC 29605
- Oconee Memorial Hospital & Campus, 298 Memorial Drive, Seneca, SC 29672
 - Lila Doyle, 101 Lila Doyle Drive, Seneca, SC 29672
 - Cottingham Hospice House, 220 Tucker Lane, Seneca, SC 29672
 - Hospice of the Foothills/Oconee Geriatric and Palliative Medicine, 390 Keowee School Road, Seneca, SC 29672
 - Blue Ridge Women's Center, 103 Carter Park Drive, Suite A, Seneca, SC 29678
 - Clemson-Seneca Pediatrics, 208 Frontage Road, Suite 1, Clemson, SC 29631
 - Mountain Lakes ENT & Allergy Center, 105 Carter Park Drive, Suite B, Seneca, SC 29678
 - Mountain Lakes Family Medicine/Mountain Lakes Internal Medicine, 10110 Clemson Boulevard, Seneca, SC 29678
 - Seneca Medical Associates, 11082 North Radio Station Road, Seneca, SC 29672
 - SC Cardiology Consultants, 704 North Pine Street, Seneca, SC 29672
 - Upstate Surgical Associates, 16 Accountants Circle, Seneca, SC 29678
 - Walhalla Fire Dept (Ambulance Bay), 314 Church Street, Walhalla SC 29691
 - Westminster Fire Dept (Ambulance Bay), 100 Emergency Drive, Westminster SC 29693
 - Rental House, 865 Whitworth Circle, Seneca, SC 29672
 - Omni Office Complex (4 Buildings), Omni Drive, Seneca, SC 29672
- Oconee Urology, 135 Professional Park Drive, Seneca, SC 29678
- Palmetto Medical Associates, Squire's Pointe, Suite B, Duncan, SC 29334
- Patewood Administration Building, 255 Enterprise Boulevard, Greenville, SC 29615 -GHS leases all 121,319 sq. ft.

- Patewood Medical Office Buildings A, Band C, 200 Patewood Drive, Greenville, SC 29615 – GHS occupies 213,093 sq. ft. out of a total of 262, 765 sq. ft. for various offices/practices
- Pediatric Associates - Duncan, 500 Squire's Pointe, Suite A, Duncan, SC 29334
- Pediatric Associates of Easley, 800 North A Street, Easley, SC 29640
- Pediatric Associates - Greer, 318 Memorial Drive, Greer, SC 29650
- Pediatric Associates - Powdersville, 207 Three Bridges Road, Greenville, SC 29611
- Pediatric Clinic, 20 Medical Ridge Drive (Cross Creek), Greenville, SC 29605
- Pediatric Health Center, 201 E. Broad Street, Spartanburg, SC 29308
- Pediatric Rapid Access, 5 W. Main Street, Greenville, SC 29611
- Pediatric Rapid Access, 57 Cross Park Court (Cross Creek), Greenville, SC 29605
- Pediatric Infusion and Ferlauto Center, 57 Cross Park Court (Cross Creek), Greenville, SC 29605
- Pediatric Specialties of the Upstate-Anderson, 2000 E. Greenville Street, Suite 3500, Anderson, SC 29621
- Pediatric Surgery, 48 Cross Park Court (Cross Creek), Greenville, SC 29605
- Piedmont OB/GYN, 3917 S. Hwy. 14 (Maxwell Pointe), Greenville, SC 29615
- Premier Women's Care, 209 Three Bridges Road, Greenville, SC 29611
- Regional Urology, 11/15 Park Creek Drive (Cross Creek), Greenville, SC 29605
- Riverside Family Practice - Halton Road, 215 Halton Road, Greenville, SC 29607
- Riverside Family Practice (Maxwell Pointe), 3909 S. Hwy. 14, Greenville, SC 29615
- Shred-A-Way (Document Storage Warehouse), 155 P&N Drive, Greenville, SC 29611
- Southeastern Neurosurgery/Spine Clinic (The), 109/111 Doctors Drive, Cross Creek Medical Park, Greenville, SC 29605
- Skylyn Medical Associates, 1776 Skylyn Drive, Spartanburg, SC 29307
- Smith Dray Line (office furniture storage), 320 Frontage Road, Greenville, SC 29611 and 155 P&N Drive, Greenville, SC 29611
- Steadman Hawkins Clinic of the Carolinas, 333 S. Pine St., Spartanburg, SC 29302
- Surgery/Ortho Clinics, 13 Edgewood Drive, Greenville, SC 29605
- Surgical Specialists -Anderson, 105 Broadbent Way, Anderson, SC 29605
- Swing Space for GHS Practices, 1025 Verdae Boulevard, Lower Level, Greenville, SC 29607
- Traumatic Brain Injury (Roger Peace) Rehabilitation Clinic, 100 Augusta St., Greenville, SC 29601
- Travelers Rest Family Practice, 9 McElhaney Road, Travelers Rest, SC 29690
- UMG Administrative Offices, 7 Independence Pointe, Suite 100, Greenville, SC 29615
- UMG Administrative Offices, 1 Independence Pointe, Suites 120, 200, 202, 212, 300, Greenville, SC 29607
- UMG Colon & Rectal Surgery, 60 Bear Drive, Greenville, SC 29605
- UMG Department of OB/GYN - Fertility Center of the Carolinas, 101 Halton Village Circle, Greenville, SC 29615
- UMG Department of OB/GYN - Maternal Fetal Medicine-Greenwood, 106 Gregor Mendel Circle, Greenwood, SC 29646
- UMG - Midwifery, 35 Medical Ridge Drive (Cross Creek), Greenville, SC 29605
- UMG Pediatric Cardiology, The Optimum Life Center, 115 Academy Avenue, Greenwood, SC 29646
- GHS Medical Group Peds & Internal Medicine additional parking lot, 1825 Wade Hampton Boulevard, Suite 120, Greenville SC 29609
- Upstate Pharmacy - Cross Creek, 111 Doctors Drive, Cross Creek Medical Park, Greenville, SC 29605
- Upstate Pharmacy-Greer, 845 S. Buncombe Road, Greer, SC 29650

- Upstate Warrior Solution, 3 Caledon Court, Suite A-2, Greenville, SC 29615
- West Georgia Road - GHS Practices (Keystone Family Practice (formerly, West Butler Family Medicine), Christie Pediatrics, Brownell.), 1409 West Georgia Road, Simpsonville, SC 29680
- Young Office (office furniture inventory). 1280 Ridge Road, Greenville, SC 29607