CASWELL COUNTY BOARD OF COMMISSIONERS **SEPTEMBER 20, 2021**

MEMBERS PRESENT	**OTHERS PRESENT**
Jeremiah Jefferies, Vice Chairman	Bryan Miller, County Manager
John Dickerson	Carla R. Smith, Clerk to the Board
Rick McVey	Debra Ferrell, The Caswell Messenger
Steve Oestreicher	Brian Ferrell, County Attorney (Remote)
William Carter (Remote)	
Nathaniel Hall (Remote)	

The Board of Commissioners for the County of Caswell, North Carolina, met in regular session on Monday, September 20, 2021, at 6:30 pm in the Historic Courthouse.

WELCOME:

Vice Chairman Jefferies called the meeting to order and asked everyone to think about the Rone family, whose son lost his life at the Pittsylvania County Fair. Please keep that family in your prayers. Then Mr. Jefferies asked if everyone would join in a moment of Silent Prayer, followed by the Board of Commissioners and all the guests in attendance reciting the Pledge of Allegiance.

PUBLIC COMMENTS:

The following individuals appeared before the Board to make public comments:

Janet P. Hines: Resides at 621 Doll Branch Road in Milton and her concern was Doll Branch Road. This road is a dirt road and the residents have been trying to get it paved for years. They have signed petitions, letters, and everything they could do. Mrs. Hines is tired of picking up paper and the creek overflowing. Mrs. Hines has a daughter that sits in the yard. The only part of her life that she can enjoy is in her wheelchair. When she sits in the yard, dust flows from the front to the back, and she can't sit on the front porch without eating dust. As a citizen and resident of Caswell County, she thinks we can do a little better than that. If her daughter gets sick from the dust, the paramedics can't get to her because the creek may be flooded. The road needs to be fixed. Something needs to be done because they are tired of eating dust. It's not fair to the residents on the road to have to live like that. They are having respiratory problems. Mrs. Hines said she was wearing a mask before COVID came. She would sit on her porch with her mask on and people would ask why she was wearing the mask. She replied the dust. Not just the people that live on Doll Branch, but the mail carrier, UPS, and the bus driving by has dust flying everywhere. Can you please let her have some enjoyment in her life? Pave Doll Branch Road.

JaBrozia Hines: Resides at 483 Doll Branch Road in Milton. If you are not familiar with that, that is right beside the creek. Ms. Hines is here to talk about getting the road paved. October 2018 was a bad hurricane and the road flooded where the bridge is. To fix that problem, they set four cones up that are still there 3 years later. Half of the bridge is gone, and they placed 4 cones there. Ms. Hines still has the video. How is that fixing the problem? Where Ms. Hines stays, if

anybody is coming in or out of the dirt road, you hope that you get to a spot where you can stop before the other car comes. This is so you won't collide. So that car won't have room to pass. We need the road paved. Because the road isn't paved, you have barns where no one lives, but Ms. Hines knows it is someone's land, that no one takes care of. That is pushing the road out and making it smaller. You better hope that you stop at a part of the road where the other car can pass by. Because of the flood in 2018, Ms. Hines lost a very good paying job because she could not get out. The solution was to foreclose. She is still there until today from October 12, 2018. How are cones helping a bridge that needs to get paved? It needs to have rails. Ms. Hines sister is the one who is handicap, who can't have freedom. Her fiancé has a broken knee and is in the house right now. He can't go anywhere. He can't enjoy his front porch. That works on your mental state, when you are stuck in the house between four walls. We all have experienced this during COVID. You want to be able to at least go outside and get some fresh air. But then here comes the dust, as the previous person said. Ms. Hines literally sit outside on her porch, if she chooses to, and wipe her furniture down every 30 minutes. Because the road isn't paved and the barn across the street is coming out, she has seen several cars flip. On her front porch watching, she has seen this with her own eyes. It's not fair that the other side is paved and theirs isn't. Whoever it is. People with four wheelers and dirt bikes, they want to come on their end to enjoy those things. What does that mean for them? They can't enjoy outside because of the dust. We are all in the country and we know people like to ride four wheelers on the dirt road not pavement. So that's a disadvantage for them. And like Ms. Hines said before she lost a very good paying job because of that.

Laura Pichardo: Resides at 8621 Old US Highway 29. Laura wanted to know where we are on the broadband issue for wi-fi in the county. Laura has been doing some research, and on January 11th an article was issued that announced a $1.5 million grant to expand internet access in Caswell County under the growing rural economy with access and technology. That was January and Ms. Pichardo emailed the State Broadband liaison Infrastructure Office in Raleigh to ask them what was going on. Ms. Pichardo wanted to know the progress and where we were at. They said they didn't know. They referred her to the contract winner Riverstreet Networks. Ms. Pichardo emailed them to see what was going on and the progress. She works from home, and her job has moved to work from home permanently. Ms. Pichardo does not have reliable internet. She has a hotspot the size of her phone that she connects to through T-Mobile. She has 30 gigabytes, but her job is so heavy on internet because she composes data reports for her vice president. If she don't have them on time, she will get in trouble. Ms. Pichardo use to be the highest competitor in her department, but now they look at her and say Oh, Laura, I'm so sorry for your internet access. How is it going? Are you still suffering with that? How embarrassing is that for Ms. Pichardo working in corporate America and to have those types of issues. Of course, it's a little bit suburban, but then when Laura goes around Caswell County, people are talking about how they don't have enough to eat or they have some type of disability. Those could be fixed if we had internet access. If we had better internet access they could work from home. There is QV and other online web selling programs. There is a lady in Ruffin that is selling shirts out of her home via internet. She customizes her shirts and then she sends them off through the post office. More of those jobs could be created here. Ms. Pichardo has seen that CoSquare is here in Yanceyville. That's great, but sometimes she don't have the time to come here because she has to get a data report as quickly as possible. Running to Starbucks is the closest place to her in Pelham. That is in Danville, VA and they are looking at her like what is this girl doing out

here. Ms. Pichardo has started going to Starbucks and sitting outside in the cold and in the rain. They see her and they know who she is by now. This is an issue that needs to be worked on, and Ms. Pichardo is willing to help this progress to have wi-fi to work from home and have a better standard of living here in Caswell County without any endangerment to the environment. A lot of people like to garden, and it can all work together.

David Herman: Resides at 324 Hillside Drive. He mentioned that Sterling Carter is in prison now. There was something wrong with the guy. Mr. Herman tried to warn people, but they would not listen. As far as these masks y'all wearing, every time you get some of that COVID in your mouth, you rebreathe it. Right in that mask right back into your lungs. Exhaling is the way you get rid of viruses out of your body. You're increasing the viral load every time you breathe in after you've had one virus in there. It's multiplying. You're trying to get it out of your lungs, and you got a mask on your face. What do you think is going to happen? Why do you think people are getting so sick so quick? Because they got these masks on and they can't get the virus out. They wouldn't have that kind of viral load if they didn't have the mask on their face. All of you with cloth masks on, you know how disgusting that is. If you could put a UV light on it, it is dripping with bacteria and viruses. It's disgusting and you're rebreathing that. You are putting a tax on your immune system. Part of your immune system is your exhale, and you're messing that up. It didn't work in the Spanish flu and that was a lot worse than this. Why would it work now? Y'all are crazy or been brainwashed some of you. You don't need these things. They are bad for you. They haven't stopped the virus in any way or slowed it down. Mr. Herman has not worn one since day one unless he had to, and he hasn't been sick yet. Mr. Herman guarantees he has been exposed to COVID more than anyone in this room. He drives Uber for a living. He guarantees he has been exposed more than anybody in the room. He shops all the time. Every time he grabs the handle, he is putting COVID on his hands and so are you. Every time you go to Walmart or every time you go to Food Lion, there is COVID all over your hands. Last thing, Mr. Herman has never heard anything as divisive in this county as this potential mask mandate. If you fire me, if Mr. Herman was a county employee, I would go to someone's [explicit]. You are playing around with someone's livelihood. You got no business with that. That is not what you are here for. Biden politics don't belong here in Caswell County, whether you are democrat or not. Think we can all agree on that. This is not the place for that. You're one hell of a person if you going to fire someone for unscientific reasons. You are 13 times better protected by an infected person whose got antibodies and no vaccine than a person that is vaccinated. 13 times safer around somebody who's got natural immunity. Your natural immunity is way superior to a vaccine. How is it that y'all don't know this? Mr. Herman thanked Steve Oestreicher for sending that out about therapeutic treatments. How many people know they can go right now to be treated for COVID and they won't have serious side effects, you won't die, and you will be out of the hospital right away. You will never get sick. How many people knew that? Steve Oestreicher sent out a thing talking about this. There's multiple facilities like that where you can go to be treated if you feel sick and you don't have to die from COVID.

Temple Powell: Bryan Miller passed out handouts for Mrs. Powell. Mrs. Powell is against mandatory vaccinations for Caswell County employees. Mrs. Powell will be referring to the documents she gave the Commissioners. Fellow citizens please refer to the visuals. Mrs. Powell is a former county employee with the Department of Social Services, and she worked with an incredible staff of men and women. Director Moorefield was the fairest director she has ever

worked for. So, it pained Mrs. Powell to resign solely due to the masks policy. The first visual is shown. It is Mrs. Powell's understanding from this document that masks were strongly recommended for unvaccinated individuals at the time this measure was taken. It is also Mrs. Powell's understanding from this document that Bryan Miller, County Manager, had the final say on the mask COVID-19 policy that DSS has followed during her employment there. In Mrs. Powell's opinion this caused division. Then the second visual was shown. It is Mrs. Powell's understanding that this document, which was posted on a DSS employee's door, is a list of those DSS employees wanting the COVID vaccination and how many doses they have received. It is Mrs. Powell's understanding, but in her opinion, this is terrifying and outrageous. Mrs. Powell redacted this document to assure the privacy of the employees. Then the third visual was shown. It is Mrs. Powell's understanding that this document posted below the previous document is a list of all Caswell County DSS employees. It is also Mrs. Powell's understanding that the names highlighted in yellow are the ones who have received the COVID vaccinations, and those not highlighted have not received said vaccination. It is Mrs. Powell's opinion that this is disgraceful that anyone who sees this document can easily see whether Mrs. Powell received the vaccination.

No one else wanted to make public comments so the Vice Chairman closed public comments.

The following individuals emailed the Board public comments:

This is **Susan and Thomas Huson** from 7327 Eliza Lane Mebane NC. We received your letter for public hearing notice and proposed zone change. We own a property adjoining with Caswell County and are in favor of zone change that would not allow a business next to our property. They have vehicles driving up and down lane behind our house and four wheelers going back and forth from the Skeet shooting range they built that gives my dog high anxiety to the point of having to medicate him. We would also be in favor of changing our property to be included in Caswell County and not Orange.

RECOGNITIONS:

There were no recognitions from the Board.

AGENDA:

APPROVAL OF AGENDA:

Vice Chairman Jefferies said he needs an approval of the agenda. Before approving the agenda Mr. Jefferies said he would like to move number 10 Board and Committee appointments to after closed session.

A **motion** was made by Commissioner McVey and seconded by Commissioner Oestreicher and **carried unanimously** to approve the Agenda with Board and Committee appointments after closed session.

APPROVAL OF CONSENT AGENDA:

a. September 7, 2021 Regular Meeting Minutes
b. FY 2020-2021 Budget Amendment #6

A **motion** was made by Commissioner McVey and seconded by Commissioner Dickerson and **carried unanimously** to approve the Consent Agenda.

PRESENTATION:

BYSHS CONSTRUCTION PROJECT:

Bill Powell with LT Consulting said he appreciated the Board having him here. Mr. Powell is helping Caswell County and the Board of Education with Bartlett Yancey High's renovations. He would like to thank the Chairman, Commissioners, County Manager, staff and the public. He would like to start in the beginning by asking everyone to take a look at the picture on the screen. Mr. Powell asked if the presentation could be full screen. This picture has a backhoe in it, and that's noble. This was the beginning of the project. At the end of the presentation, you will see the next steps of Bartlett Yancey and what that sign looks like. This presentation was given on the 13th of September to the Board of Education. Mr. Powell said he will move through these pretty quickly since the Commissioners should have seen these before. Mr. Powell reviewed the project cost. The contingency total used is $176,373 or 16% of the $1,107,175. Considering the project is 76% complete and we have only used 16% of the contingency. That is really fabulous. The project phase 1 in May of 2021 was 64% complete and today the phase 1 is 97% complete. You all can take a ride by and see how the building looks. The total project which includes phase 1 in May when it was presented before was 47% complete and now it is 76% complete. Everybody wants to say did we do what we said we would do. So, in May we came up with a series of items, salvage, demolition, courtyards, connecting corridors, underground water and sewer lines, and a lot of things inside and outside the building. Mr. Powell said they were complete, and the building is looking really, really good. At the same time, we still have some items to complete such as intercoms, fire alarms, and camera replacements. The last item there was complete, and the system has been operating since July in the building. So, Bartlett Yancey High School is running from the end of the building to the construction site. That is powered data internet coverage. Intercom, fire alarms and cameras are not operating because we had a little problem when COVID came along. It expanded summer school. Since the kids were on the left-hand side of campus, which is the East wing, Civic Center, and vocational, for 3-4 weeks. So, the contractor didn't have time in those 3 weeks. He needs a full 2-3 months to do that. Mr. Powell wanted to let you know that they are working hard, and we also have circumstances that hurt the contractors in the process. So, let's go to the next slide, and we'll talk about the overall project schedule update. The project complete date remains August 2, 2022. In May we had 23 weather days and in September we had 28 days with material delays. The phase 1 completion date is September 22, and the students will move in the week of October 25th. What an exciting day for Caswell County with students being in the building. We currently have a PCO in the building, and furniture and supplies will be moving in in the next four weeks. The next slide is the industry material supply chain. In the left-hand chart, you see both red and blue. The top on the left-hand side it says that 93% of the construction projects had appliance delays. If you go down to the middle to HVAC equipment 68% of the projects had material delays. The project had wiring and material delays. Overall, 83% of the contractors in the project experienced delays. But considering the weather and COVID pandemic, industry materials and supply chain issues, the contractors have worked tremendously on the job site. They have had trailers, construction sites, and buildings full of supplies. The contractors pre-ordered supplies and stored them on site to avoid delays. They have done an amazing job considering what we have gone through. On the left you can see what the outside looks like and on the right, you can see what the inside looks like in the Media Center. The next slide shows the progress of the project. In June it was wiring, and in July was demolition. In August it was starting the foundations for the dining room

quarters, and the bottom right is the corridor to the dining room foundation. Inside we had the overhead work in June, upper right is July with the ceiling grid, lower left is August with flooring and in September there is a finished Science classroom. A little bit more of the interior. On the left you have studs, on the right you have dry wall, bottom left you have painting and bottom right is finished interior common space. In the outside you can see in May the old 200 and 300 buildings, the roof is complete but no air handler units, and on the front grading with no concrete. Still have the old buildings there in June, some air handler units on the roof, and grading starting in the courtyard. Things are starting off good. In July the old 200 and 300 buildings are gone, and the front building is good and the concrete. It is really moving along quickly. In August in the back, you see that demolition is complete and all the air handlers are in place. They were held up on the same ships that held up all automobile manufacturers. Next to the building you see the white dots that are temporary air conditioning units. The contractor rented those to air condition the buildings to continue construction. The contractor has gone the extra mile to make sure the interior is finished even before the air handlers were put into place and turned on. Now we have the area looking like it does today. The front parking lot is striped and ready to go. If you think about the public project with 15 months what is accomplished, that is tremendous. Mr. Powell has worked on a lot of construction projects and to do in 15 months completing 2 story 115,000 square feet building is a pretty awesome feat. We are fortunate to have a good contractor. In closing, remember the sign. This is the new digital age, so the new sign is in place. It's time to open school and kids will be there in about a month.

DISCUSSION ITEMS:

COUNTY EMPLOYEE VACCINATION STATUS:

County Manager Miller said a lot has happened over the past 2 weeks involving vaccine mandates. We were asked by the Board to bring back the topic of county employees and the vaccination status for the purpose of requiring mandatory vaccinations. Mr. Miller has also provided 2 items for the Commissioners review in the agenda packet. The first being the blog post that we spoke about in our last meeting by Diane Juffras. The second being a bill to make it unlawful in the State of North Carolina to mandate vaccinations against particular illness, including COVID-19, to require vaccination or proof of immunity against COVID-19 or other illnesses, to force participation in vaccination tracking systems, and to require a patient to waive privacy rights in order to obtain a vaccination. President Biden has also announced new COVID-19 mandates. Three of those mandates will if they make it through the court system, OSHA, and the Department of Labor apply to Caswell County. That's requiring employers with 100 or more employees to ensure that our work force is fully vaccinated, to impose mandatory weekly testing requirements for any employees that remain unvaccinated and requiring all employers with 100 or more employees to provide paid time off to get vaccinated and imposing those mandatory vaccinations for workers employed by healthcare facilities. Mr. Miller thinks it is important for the Board to know that he did speak with the NCACC risk pool today about the failed ETS and that's the emergency temporary standard. They believe that because of the legal challenges that are involved and just the sheer time it takes OSHA to approve something before it trickles down to the State level for approval. The NCACC thinks it will be at least a year before the standard trickles down to the state level if it ever does at all. If it passes all the legal challenges. So overall the county employee base is 68% vaccinated. 270 employees are vaccinated and 80 are unvaccinated. The County Manager was happy to answer any questions about this and our local

Health Director, Jennifer Eastwood is with us tonight. This is an agenda item that the Board said to bring back to discuss it among yourselves. Commissioner McVey said he would not mandate face masks or the shot. Mr. McVey said he is very concerned about what is going on at EMS. A couple of weeks ago there were only 2 ambulances covering the entire county. Thankfully someone else helps to cover the county. Last night the ambulance went to a call and there was only one person on the ambulance, an EMT or paramedic. They had to wait on a fire person to drive the ambulance. Mr. McVey said he is concerned about that. It is part of his duty on this Board to help protect the county. Commissioner Dickerson said the Board has no business whatsoever to mandate vaccinations for anybody. That is a personal decision. If you are trying to stop the virus by mandating vaccines, you're doing it the wrong way. Mr. Dickerson said the research has shown that vaccinated and unvaccinated has spread this virus. They had similar viral loads. They done studies in the UK, where they randomly checked large portions of the population. The viral load in the vaccinated and unvaccinated both had similar levels. It gets more interesting when it talks about the John Hopkins University study. This was done by the information compiled on over 700,000 persons. Of the people that had COVID, they were up to 27 times better protected than somebody that got vaccinated. So, if you came into contact with COVID or got sick with recovery, you are 27 times better protected. So why are we not talking about any of these facts or figures when we talk about mandating vaccines for county employees. Vice Chair Jefferies said he thinks it should be mandated and anyone that works in the county should take the vaccination. Mr. Jefferies said he will make a motion tonight that any employee that works in Caswell County must take the shot. People like EMS are working with public, and this may help somebody. Commissioner Oestreicher had a question for Mrs. Eastwood. We do have House Bill 558 that says the State or the Governor cannot mandate the vaccine basically. With President Biden saying that we need to get the vaccine or be tested once a week. Mr. Oestreicher's question is do people, vaccinated versus unvaccinated, carry the same viral load. Jennifer Eastwood said she can't answer that question because she doesn't have that information with her tonight. Mrs. Eastwood said people who are vaccinated have less severe symptoms and may have less chance of being hospitalized. That's what they know. Mrs. Eastwood said she doesn't think the Board is here to argue the effectiveness of the vaccine. That is really not the point of the discussion tonight. Commissioner Oestreicher said he was only trying to get some information tonight. Then Commissioner Oestreicher asked how effective cloth and gator mask are at actually stopping the virus compared to N-95. Mrs. Eastwood said we have said from the beginning that gator masks are not effective at all. Mesh mask or the mask with the valve on it are not considered being effective. Otherwise, cloth masks are considered to be effective to keep people from spreading the virus. Then Commissioner Oestreicher asked if the surgical masks are as effective as the N-95 masks. Mrs. Eastwood said the N-95 masks are used in healthcare. Otherwise in general coming and going in life surgical and cloth masks are appropriate. Vice Chairman Jefferies asked if Commissioner Hall and Carter could be shown via Zoom, but their cameras were off. Commissioner McVey asked if the mandate does come down to Caswell County and we do not comply with it, what happens. County Manager Miller said first, they have not written the rules yet. What's being reported and what is being talked about for employers with 100 employees or more, if you don't comply there is about a $14,000 per violation penalty. What's being said is those in healthcare settings that receive federal funding, i.e., Medicare or Medicaid, which both our Health Department and EMS do receive may be affected. Mr. Miller could not say they would lose out altogether, if they will not be able to provide services any

longer, or if the funding will be cut pro rata. Mr. Miller could not tell the Board what will happen because here again the rules have not been set. The Medicare and Medicaid funding for the Health Department is up towards the $800,000. They haven't written he rules yet and the NCACC says that it will be at least a year. If you are considering acting on the precedence of a mandate, Mr. Miller would say at least wait until you get the rules if that's the reason you are considering a mandate. The language of those rules is critical. Commissioner Dickerson said it appears to him if we are going to go the extra mile to mandate that employees take this vaccination, it is his understanding that pharmaceutical companies have immunity from being sued. If you're injured by side effects from the vaccine or die, there is a settlement pool set up at the Federal Government level, which limits your ability to recover your damages. If we force these people to take this, we are not exempt from being sued by them if they have side effects from the vaccine or die from it. Is that correct? County Manager Miller said that is a question for our county attorney. Brian Ferrell said that as a local government in North Carolina, the county enjoys certain immunities from lawsuits. So, there is some traditional protection afforded for general tort actions in North Carolina for local governments acting in their governmental capacity. Attorney Ferrell said he has not looked at the landscape, if you will, about suits of the type that you just described, Commissioner Dickerson, but there is some general immunity available. We could look more at that and see if there's any direct experiences, but there may very well be some immunity not statutorily perhaps as you've described that maybe written into the vaccine mandates at the federal level but there's some general immunities that apply. Commissioner Dickerson then asked if the employees are injured or die, are they just left holding the bag. If that's the case, then Mr. Dickerson would counter that this county, if we mandate the vaccine, we ought to as a Board to waive that liability and stand behind what we are asking these employees to do. We ought to financially stand by them. Attorney Ferrell said he can't advise waiving any of the available immunities but understand Mr. Dickerson's point. Mr. Dickerson asked Attorney Ferrell to look into that and let the Board know where they stand on this. Mr. Dickerson wants some case studies on this issue. Attorney Ferrell said it is a novel issue, but he can look and see if there's anything available to date on the question. Commissioner Dickerson said he is committed to the people of this County and wanted to read a concern from the public that he had received. The person had left a voicemail concerning the proposed vaccine mandate. They are a county employee and in management in their department. If the County was to mandate the vaccine, staff and shortages we have dealt with in the past months would become considerably worst immediately. This will affect Emergency Services as well as every other department. I do not know anyone that wants to wait longer for an ambulance to arrive during an emergency because the County has mandated that employees get the vaccine. The person asked that Mr. Dickerson share this with the other commissioners. This will definitely lead to employee resignations.

Vice Chairman Jefferies made a **motion** that all County employees must take the vaccination. Commissioner Carter then said he was against any mandate on the vaccinations. Mandating the county employees to take their vaccination should be up to the employees as to whether they want to take it or not. Mandating the employees will go against the Bill of Rights and the Declaration of Independence. Commissioner Carter said he is not for paying employees to get the shot, but he is not for mandating them to take the shot either. It should be up to the individual. We can't dictate what people are to do. Vice Chairman Jefferies said the **motion died** without a second.

ACTION ITEMS:

INTENT TO SELL CASWELL COUNTY HOME HEALTH AGENCY:

County Manager Miller said this is the final round of statutory requirements for the sale of the Caswell County Home Health Agency. In your agenda packet you have the following: an Asset Purchase Agreement with the sale price set at $750,000, a Personnel Lease Agreement, a Facility Lease Agreement, and a Resolution Approving the Transaction. We expect the facility lease rate to be somewhere around $16.50 per square foot for space leased within the Health Department. We also expect the employee wages to increase slightly in the Personnel Lease from what you have in your agenda packet. It's important for the Board to know in regard to personnel that we have positions for 4 of the 5 employees currently employed by Home Health, and we will hold those positions until the end of the employee lease. All four of these employees have done what we originally requested the employees do. So, they will be eligible and receive the retention bonuses originally described to you in the early parts of this process. There may also be other slight modifications to the leases, based on the acceptance of our Attorney, the Health Director, their attorney, and the County Manager. We may also have the option to let employees to continue to drive our county vehicles as part of the Employee lease. We may also need a lease for the vehicles based on the approval from our County Attorney and the attorney we hired as a consultant to walk us thorough this process. So tonight, we would ask for approval for all four items based on the approval from our consulting attorney, Eric Roberts, that the Board approved to help us through the transition. The County Manager asked Jennifer Eastwood if there was anything more, she would like to add, and if not, we are happy to answer any questions you may have. Mrs. Eastwood had no comments. Commissioner Oestreicher asked if in the agreement, the County Manager was proposing that we allow the employees going to work with the purchasing agency to drive county cars. County Manager Miller said there is an employee lease as one of the four documents. Basically, what we are doing is allowing our employees to work for Health View. Jennifer Eastwood said the Medicare number that is tied to the Health Departments license belongs to the Health Department in their physical location with their staff. Until Medicare ties that number back to the new company they have to operate at our physical location, and they need our staff to do that. So, this would in essence lease our staff to them for a given amount of time. Until that time those employees belong to us, and our Medicare number is changed over to Health View. This is a requirement. Commissioner Oestreicher asked about the costs of the vehicle lease and who would be paid for by them. Jennifer Eastwood and Bryan Miller said yes. The choice was to pay staff to drive their own vehicles and reimburse them mileage or for them to continue to drive our vehicle because in essence they are still county employees. It will be paid by Health View. The County Manager said he would like to see the motion on each individual item. Attorney Ferrell asked if the County Manager and Board would consider approvals tonight, if you'll make everything but the resolution subject to final approval of the County's lawyers. In this case that's your consulting lawyer that you've engaged particularly for this process. And then Attorney Ferrell will be consulting with her about the final documents. So, if you're inclined to approve the documents tonight, everything but the resolution should be approved subject to final legal review. Attorney Ferrell also encourage Vice Chairman Jefferies to move forward with the votes, with the quorum you have present. So, an affirmative vote of three out of four would be required this evening on any matter before you. For the purpose of this meeting, Attorney Ferrell thinks that's the best way to proceed.

A **motion** was made by Commissioner Oestreicher, seconded by Commissioner McVey, and **carried unanimously** to approve the Asset Purchase Agreement pending final County Attorney and consulting attorney approval.

A **motion** was made by Commissioner Oestreicher, seconded by Commissioner McVey, and **carried unanimously** to approve the Personnel Lease Agreement pending approval by the County Attorney and the consulting attorney.

A **motion** was made by Commissioner Oestreicher, seconded by Commissioner McVey, and **carried unanimously** to approve the Facility Lease Agreement pending approval by the County Attorney and the consulting attorney.

A **motion** was made by Commissioner Oestreicher, seconded by Commissioner McVey, and **carried unanimously** approving the Resolution approving the transaction.

PREMIUM PAY FOR COUNTY EMPLOYEES:

County Manager Miller is requesting that the Board designate the following departments as "those workers needed to maintain continuity of operations of essential infrastructure sectors and additional sectors as each Governor of a State or territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, territory, or Tribal government" and allocating $300,000 in American Rescue Plan Premium Pay for those County Employees. A current full-time or part-time permanent County Employees may receive an additional $10 per hour for each hour worked (excluding teleworking hours) not to exceed 100 hours from the period of March 16th, 2020 to present. Those departments are as follows: Health Department, Department of Social Services, Sheriff's Office, Farmer's Lake, EMS, Maintenance, Solid Waste, Family Services, Senior Center, Administration not including the County Manager, Tax, Animal Control, the Library, Building Inspections, Planning, Finance, IT, Parks and Rec., Section 8 Housing, Register of Deeds, Soil and Water, Economic Development, CATS, Cooperative Extension, Elections, and 911. Mr. Miller said if this is approved, Mr. Miller would recommend that the Board approve this to be paid out in December or if any county employee between the time of approval and the end of December payroll happens to retire, it should be paid out in their last paycheck. If the Board approves it. The County Manager said he would be happy to answer any questions. Commissioner Dickerson asked if the list included all county employees. Mr. Miller said it does include all county employees except himself.

A **motion** was made by Commissioner Dickerson, seconded by Commissioner McVey, and **carried unanimously** to approve the premium pay as presented by the County Manager.

P-CARD PROGRAM RESOLUTION:

The County Manager Miller said in your agenda packet you will see a resolution for the P-card program that authorizes the County government to enter into the type of transactions that we need to make for the program to work. You also see a policy for the purchase card program. It is in your agenda packet. We are happy to answer any questions. We do have with us our Finance Director and Deputy Finance Director. If you have questions I cannot answer, the Finance Director or the Deputy Finance Director can probably answer those. We would ask that the Board approve the policy so that we can move forward with Suntrust and implement the

program. Commissioner Oestreicher said in our last meeting we had a very good review of this program and Mr. Oestreicher asked several questions about security, the limits on what was available, what each employee would have, and I would be limited to each department's budget. This program is certainly more secure if you will, and we have lower liability than just a rolling credit card. Commissioner Oestreicher thinks this is a good step forward to securing the county's finances.

A **motion** was made by Commissioner Oestreicher, seconded by Commissioner McVey, and **carried unanimously** to approve the Caswell County Local Government purchasing card program and policy and procedure manual associated therewith.

Commissioner Oestreicher asked if we are hearing from Commissioner Carter and Hall, but County Manager Miller said the County Attorney said to move forward with the quorum you have seated here in the courtroom tonight.

SOLID WASTE EQUIPMENT PROTECTION PLAN:

County Manager Miller said what we have in our agenda packet is a solid waste equipment protection plan. What comes with the purchase of the equipment is 36 months or 3000-hour protection plan. The extended warranty offered 60 months or 7500 hours of coverage. The price for the extended warranty is $6,150. We would ask that you approve the solid waste protection plan. We are not recommending at this time for the Board to consider the solid waste maintenance plan. The maintenance plan was about $20,000. We are still gathering information on local maintenance. We don't believe that's going to be the way we need to go, but we do believe the extended warranty is a good thing for the County to enter into. So, we would ask for approval of the solid waste equipment protection plan. Commissioner McVey asked how many hours the extended warranty was. Mr. Miller said the extended warranty is 60 months and 7500 hours and that puts us right at, based on what we currently use per year, five years. It puts us right at 7500 hours. So, the term and hours coincide for us.

A **motion** was made by Commissioner McVey, seconded by Commissioner Oestreicher, and **carried unanimously** to purchase the protection plan.

COUNTY MANAGER'S UPDATES:

County Manager Miller said he had two updates for the Commissioners. First Mr. Miller wanted to make the Board aware that downstairs as you come through the front door, we will be installing an additional level of security for county employees in the courthouse. It will be very similar to what we are doing at the DA's office with glass and a secondary door when you come in. Currently the way that the county offices are situated, anybody can come straight in and walk through the back into the Finance office or the clerk's office. It's pretty much free range. We are looking for just a little bit more control over allowing visitors back into the courthouse. So, we wanted the Board to be aware that we were going to start that install probably over the next week in a half to two weeks. So, you may see it when you come to the next meeting. Are there any questions on that? Commissioner Oestreicher asked if it would be a full door or a half door. The County Manager said it is a full door and the partition divides the entire hallway. So, in front of the receptionist desk all way to the other side of the hall with a door that is able to be unlocked by the administrative assistant when somebody enters the courthouse. Commissioner Oestreicher

asked what about the back door. County Manager Miller said the back door already has a key card lock on it.
Then the County Manager asked if Laura was still with us that spoke in public comments. She was and the County Manager asked if she could hear what he was saying. Laura replied yes. The County Manager said he wanted to give an update on the program that she spoke about. The County Manager said he was sorry to say it was not good. Riverstreet Networks gave a presentation on the Great Grant at a Piedmont Electric Board meeting today. At which time they informed Piedmont Electric board that the project was no longer a viable project for them. Mr. Miller said he spoke with this board many times and got updates. They spoke to the board about two programs. One being the Great Grant and the other being RDOF, the Rural Digital Opportunity Fund. Originally Riverstreet thought they would have a strong application for both of the programs which would make their project that much stronger. For Riverstreet that didn't work out exactly like they had planned. Mr. Miller sent a letter that he copied each of the Board members on to Senator Berger and Representative Meyer telling them that he was concerned about the commitment for both of these programs moving forward. Mr. Miller said they have had some productive meetings with Charter. Charter was the winner of RDOF. The problem with the two different programs is when this came in for offer Great Grant was awarded first. When bids came in for RDOF, RDOF covered the exact same footprint with a little bit additional territory that the Great Grant covered. They were almost mirror images. So, all of a sudden you had two providers. With adoption rates being what it is, or would be in Caswell, Riverstreet has decided not to pursue that. What Mr. Miller did say is that Charter is fiber to the home instead of wireless. We had a meeting with them, and Mr. Miller is happy to talk with the Commissioners individually about the meeting or answer any questions the Board may have. As we move forward if Riverstreet decides not to move forward, Caswell County still has $1.5 million in grant funds that was awarded to Caswell County. It is incredibly important for us to stay in touch with the State and make sure that $1.5 million is rebid or stays in Caswell County to provide broadband infrastructure in this county. Mr. Miller told Laura Pichardo that he would be happy to answer any questions she had as well. Commissioner Oestreicher asked if Riverstreet went into any detail about their rationale for backing out. Mr. Miller said Riverstreet pretty much said because there were two competitors, and it was an exact overlay that it was no longer operable for them. It was the same option rate for two competitors in the area that they were hoping for initially.

COMMISSIONER COMMENTS:

Commissioner Dickerson: Mr. Dickerson asked Commissioner McVey what he meant by his comments regarding the vaccine mandate. Mr. McVey asked Mr. Miller if he listened to the recording. Mr. Miller said the issue at hand at our last meeting was the intense discussion because of the EMS situation with us being down two ambulances and the Fire Department having to drive ambulances.

Commissioner Jefferies: Mr. Jefferies asked about the status of the issue on Jack Pointer Road. Nobody has touched anything and there are still mowers in the yard. County Manager Miller said he had spoken to the County Planner about Jack Pointer Road, and he has gone out and taken pictures. Mr. Miller said he was not sure if contact has been made with the owner or the occupant of the resident. That is in the immediate plans of the County Planner. He has investigated the situation and knows what is out there. We are moving forward with the process.

Next Commissioner Jefferies asked about Doll Branch Road and the status of that project. Mr. Miller said immediately after the meeting he spoke with Tony Hamlett, who spoke at our last meeting, by phone. Mr. Miller got the information and called that same day to the district entity and spoke with Jason Julian at length about the situation. They came up with an idea of how to proceed and Ms. Smith put together the minutes for that public comment period. Mr. Miller included those in an email to Jason Julian. The district engineer then sent that to the Yanceyville Department of Transportation Maintenance Department (DOT)and let them know that it was a commissioner's priority. There was a 3-phase approach. One is that there seems to be a need for immediate road repair. So, they will come in and access the road and make any repairs necessary to the road. Second, they will try to put down initial gravel or millings, as mentioned by the gentleman in the previous meeting. Third, because it's going to take much, much longer and it's going to be a lot more involved, they will work together to get the road paved. There are some residents or landowners that do not live in NC that have not signed the right of way. Until they sign the right of way over to DOT it is difficult for DOT to move forward with the process. Mr. Miller said he and Mr. Julian are going to try to reach those landowners to try to obtain a signature.

ANNOUNCEMENTS AND UPCOMING EVENTS:

- September 27, 2021 Public Hearing on SE Zoning Proposal 6:30 pm
- October 5, 2021 Cycle NC

CLOSED SESSION

A **motion** was made by Commissioner McVey, seconded by Commissioner Oestreicher and **carried unanimously** to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged NCGS 143-318.11(a)(3) and to consider the qualifications, competence, character, or conditions of employment of an employee, which is hereby acknowledged NCGS 143-318.11 (a) (6) with the following individuals permitted to attend: County Manager, Bryan Miller, Clerk to the Board, Carla Smith, and County Attorney, Brian Ferrell remotely.

RECESS:

The Board took a brief recess while everyone left the meeting prior to the start of closed session.

A **motion** was made by Commissioner Oestreicher, seconded by Commissioner Dickerson and **carried unanimously** to return to open session at 8:49 pm.

BOARDS AND COMMITTEE APPOINTMENTS:

A **motion** was made by Commissioner Oestreicher, seconded by Commissioner Dickerson, and **carried unanimously** to change the ABC Board membership from a 3 to a 5-member Board and appoint new members at the next meeting.

Commissioner Dickerson asked if that reaffirms Keith Tatum's appointment. Mr. Miller said it is his understanding from the discussion we had, Mr. Tatum has already been appointed. So, Mr.

Tatum is a member of the 5-member board. Mr. Dailey will remain a member of that board until a new appointment is made to fill the remaining two slots at our next meeting.

ADJOURNMENT:

Commissioner McVey made a **motion** at 8:54 pm to adjourn, seconded by Commissioner Dickerson and the motion **carried unanimously**.

CASWELL COUNTY LOCAL GOVERNMENT
AMENDMENT TO BUDGET ORDINANCE
FY 2020-2021

Budget Amendment # 6

Section III-A/B of the Caswell County Budget Ordinance, pertaining to the Special Revenue Funds revenues and/or operations of the County, shall be amended as follows:

Revenues		Amount
Cares Act Funding		
	Transfer to Solid Waste Management	390,226
American Rescue Plan Act		
	Appropriation	2,195,281
TOTAL		**$ 2,585,507**

Expenditures		Amount
Cares Act Funding		
	Transfer to Solid Waste Management	390,226
American Rescue Plan Act		
	Appropriation	2,195,281
		$ 2,585,507

Justification:

Solid Waste Management Fund: Transfer from Cares Act Funding to cover Hauling, Tipping, Surcharges for increased useage due to the Pandemic.
American Rescue Plan Act: Budget Amendment needed to appropriate funds.

Section V-A/B of the Caswell County Budget Ordinance, pertaining to the Enterprise Funds revenues and/or operations of the County, shall be amended as follows:

Revenues		Amount
Enterprise Fund		
	Transfer from Cares Act Funding	390,226
TOTAL		**$ 390,226**

Expenditures		Amount
Enterprise Fund		
	Transfer from Cares Act Funding	390,226
		$ 390,226

Justification:

Solid Waste Management Fund: Transfer from Cares Act Funding to cover Hauling, Tipping, Surcharges for increased useage due to the Pandemic.

Jennifer D. Hammock
Jennifer Hammock, Finance Director

9/1/2021
Date

Carla R. Smith
Carla Smith, Clerk to the Board
Approved by Caswell County Board of Commissioners

9/20/2021
Date

BYSHS REPLACEMENT AND RENOVATIONS PROJECT

CONSTRUCTION PROJECT REPORT 9-13-2021

9-1-2021 OVERALL PROJECT COST UPDATE

Project budgeted amount	$ 29,123,510
• June 16, 2020 CT Wilson Construction Contract signed	$ 23,250,685

- Contingency Total used $ 176,373 or 16 % of $ 1,107,175

• Schedule % complete	May 1, 2021	Sept 1, 2021
Project Phase I	64% complete	97% complete
Total Project	47% complete	76% complete

ON MAY 10TH REPORTED WHEN STUDENTS LAST DAY OCCURS

- The project will start their busiest summer:
  - Salvage and removal of reusable items in 200 & 300 halls
  - Demolition of 200 & 300 halls start June 14th
  - Courtyard demolition & excavation for a replacement courtyard will start
  - Connecting corridor between East wing & Vo-Tech will be started
  - Underground sewer, water, stormwater, gas, power utilities below and above parking lots
  - Access roads, parking lots and landscaping

COMPLETE

- At the same time, this summer all the existing campus will receive safety and educational systems
  - Intercom replacement,
  - Fire alarm replacement,
  - Security access control,
  - Security camera replacement,
  - High speed Internet/Data to support digital educational needs

GC NO WORK LEFT-SIDE OF CAMPUS UNTIL MID-JULY AS SUMMER SCHOOL STUDENTS OCCUPIED BLDG... GC COULD NOT COMPLETE.

GC WORKED THE RIGHT-SIDE JUNE 29 -AUG 13

DATA COMPLETE

9-1-2021 OVERALL PROJECT SCHEDULE UPDATE

June 16, 2020 CT Wilson Contract signed - Project completion August 2, 2022

Two-story main building 4 months later

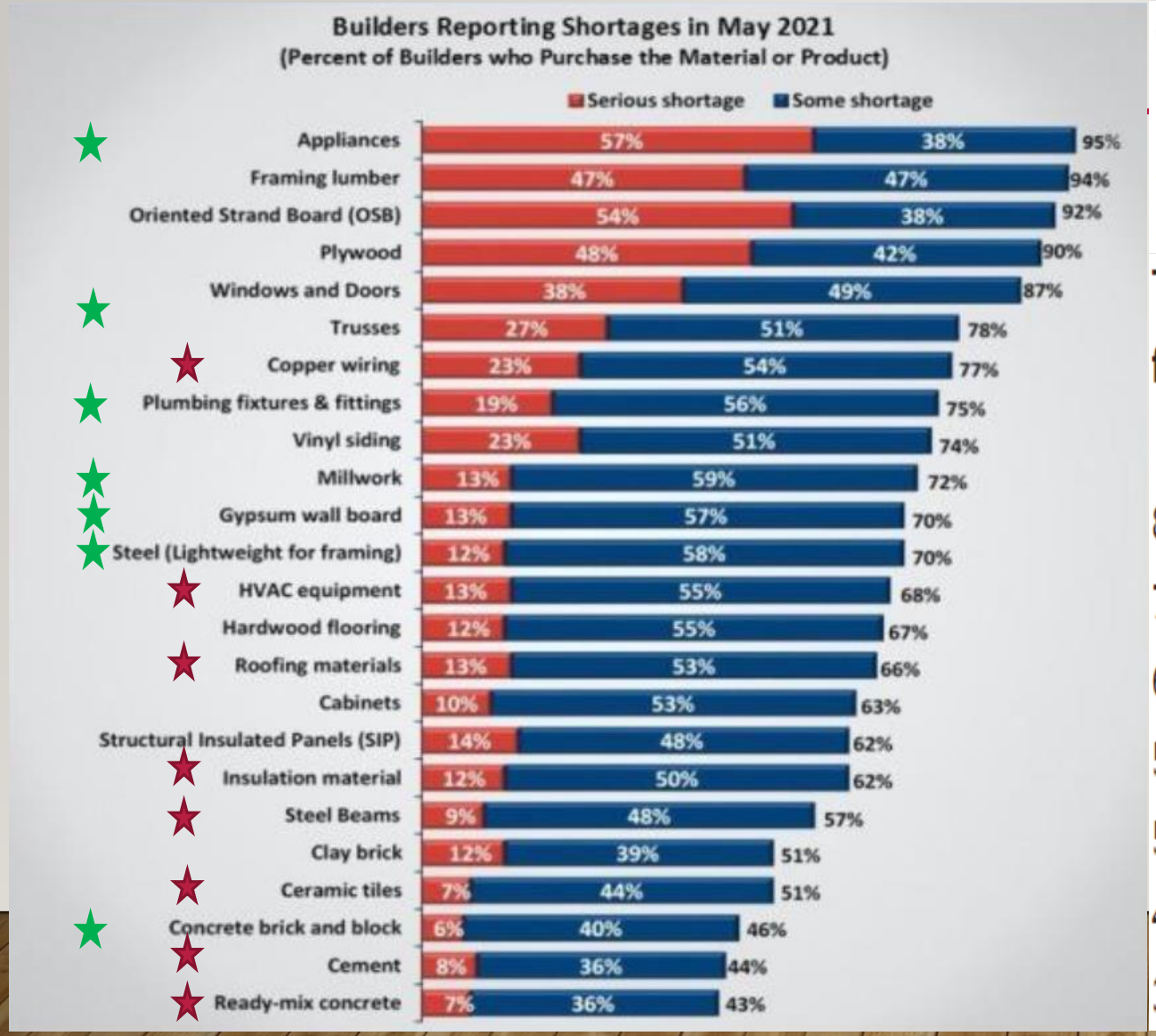
• Phase 1 Schedule update	May 1, 2021	Sept 1, 2021
Time extension without cost	23 Weather days	28 Material/Covid days
• Phase 1 Contractor schedule	August 25, 2021	September 22, 2021
• Students move in week of	September 26, 2021	October 25, 2021
• Total Project Completion Milestone	August 2, 2022	No Change

- Early move & demo decision avoids construction in the fall of 2022 when students return.

INDUSTRY MATERIAL & SUPPLY CHAIN ACROSS THE COUNTRY

★ BYSHS had issues

★ BYSHS overcame issues



WORLD CONSTRUCTION TODAY

Construction material shortages to continue in 2021

6-24-2021

The Chamber of Commerce's quarterly report also shows contractors face increasing challenges due to COVID-19:

83% experiencing product delays.

71% struggling to meet schedule requirements.

68% experiencing delays expected into Q2 of 2021.

58% putting in higher bids on projects.

53% saying major project shutdowns/delays are a top concern.

41% saying material shortages is a severe consequence of COVID-19.

39% turning down work

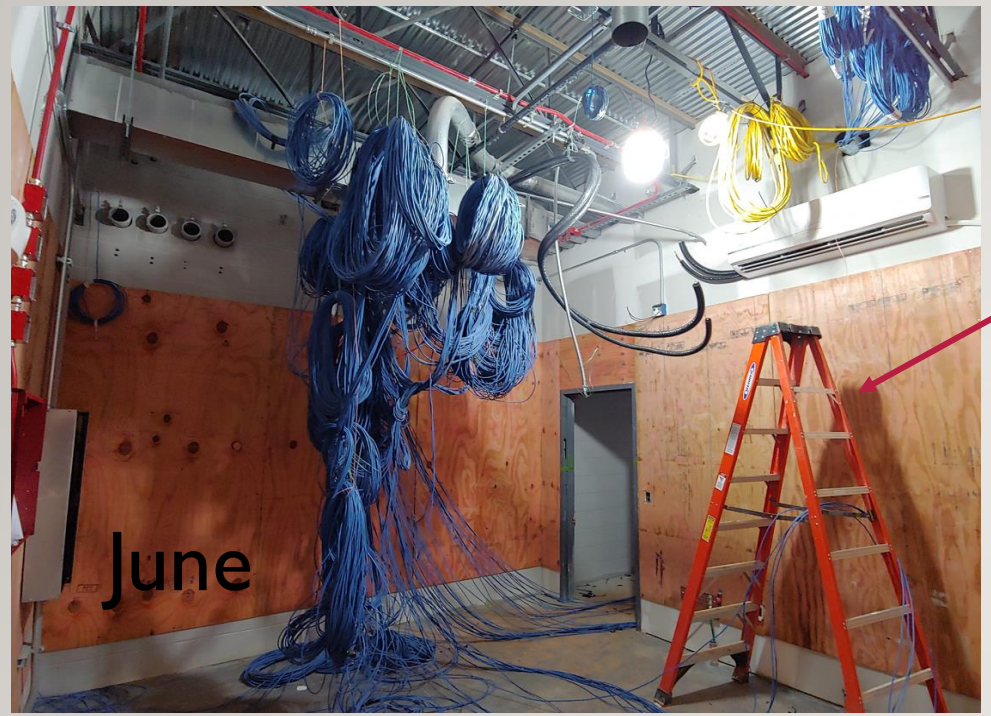
CONSIDERING WEATHER & PANDEMIC, INDUSTRY MATERIAL & SUPPLY CHAIN ISSUES, … WITH TREMENDOUS CONTRACTOR PRE-ORDERING, STORING ON SITE IN CONTAINERS, & ARCHITECTS ALLOWING COMPARABLE SUBSTITUTIONS FOR UNAVAILABLE MATERIALS

BYSHS IS PLANNING TO START MOVING IN THE NEXT 4 WEEKS

Progress

Wiring

Data, fire alarm
security



Demolition

200-300 halls

Corridor's

foundation

Dining wall

foundation
masonry

Classroom Progress

Commons Area Progress

Page Gym
Old 200 & 300
Roof complete, no AHU's
Site Grading
no Concrete
Civic
May 10, 2021

Page Gym
Old 200 & 300
AHU's installed w/o compressors
Temporary air conditioners
Civic
Site Grading
Concrete started
June 2021

Page Gym
Old 200 & 300
Civic
Site Grading
& Concrete
July 12, 2021

Demolition complete
Civic
Site stone progress
August 9, 2021

Page Gym
Dining/Kit, Corridors
500 Vo Tech
Civic
Site Parking & landscaping complete
September 9, 2021

WELCOME TO
BARTLETT YANCEY HIGH

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of the __ day of September, 2021 (the "Effective Date"), by and between **THE COUNTY OF CASWELL**, a body corporate and politic authorized by the laws of North Carolina ("Seller"), and **HEALTHVIEW HOME HEALTH & HOSPICE – CASWELL LLC**, a North Carolina limited liability company ("Purchaser" and together with Seller, each a "Party" and collectively, the "Parties").

BACKGROUND AND PURPOSE

Seller is licensed by the North Carolina Department of Health and Human Services ("NCDHHS") Division of Health Service Regulation, to operate a home health agency pursuant to License Number HC0489 and Facility ID 923668 in Caswell County, North Carolina (the "Business"). Purchaser is duly authorized to do business in the State of North Carolina, and Seller desires to sell substantially all of its assets relating to the operation of the Business to Purchaser, and Purchaser has agreed to purchase the same on and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, Seller and Purchaser agree as follows:

1. Sale and Transfer of Assets. In compliance with the terms of N.C. Gen. Stat. §131E-13, and subject to the terms and conditions of this Agreement, Seller shall sell, and Purchaser shall purchase for the consideration set forth herein, substantially all of the assets related to the operation of the Business, other than the Excluded Assets (defined below), free and clear of all obligations, charges, security interests, conditional sales contracts, leases, claims, encumbrances, and liens whatsoever (collectively, "Encumbrances"), including, without limitation, all of the property described as follows (collectively, the "Assets"):

(a) All of Seller's rights, title, and interests in and to those certain medical records of all active patients of the Business (collectively, the "Patients") existing as of the Closing Date (defined below), as described in that certain Medical Record Custodian Agreement, the form of which is attached hereto as Exhibit A, designating Purchaser as custodian, including paper records and electronic records (together, the "Patient Records"), subject to the rights of the each Patient to authorize the transfer of such Patient's Patient Records and access the information contained in such Patient's Patient Records, if applicable, and subject to all privacy and confidentiality requirements imposed by Law (as defined below);

(b) Subject to any required consents or approvals, as applicable, and to the extent assignable, all of Seller's rights, title, and interests in and to any approval, consent, ratification, waiver, license, registration, permit, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Authority (defined below) and necessary for the operation of the Business (collectively, the "Government Authorizations"), including, without limitation: (i) the Healthcare Permits (defined below); and (ii) Seller's Provider Numbers and Agreements (defined below);

(c) Any and all inventory on hand and in-stock home health medical and office supplies used in the operation of the Business;

(d) Any and all mailing lists, subscriber and advertiser lists, subscriptions, processes, inventory records, budgets, lists of customers and suppliers, records with respect to pricing, volume, payment history, costs, production, and inventory, policies and procedures (including operational policies and procedures), sales and purchasing materials, and supplier records of Seller used in or related to the operation of the Business;

(e) Any and all advertising, editorial, marketing, promotional, and ancillary materials used in or related to the Business;

(f) Any and all phone numbers and fax numbers used in connection with the Business (the "Contact Numbers"), to the extent assignable (and if not assignable, Purchaser shall have the rights set forth in Section 10 with respect to such Contact Numbers);

(g) Any and all of Seller's goodwill in, and going concern value of, the Business and the Assets; and

(h) Any and all of Seller's rights, title and interests in and to those contracts and agreements identified on Schedule 1(h) attached hereto and any other contract or agreement related to the Business which is discovered by Purchaser otherwise and expressly assumed in writing by Purchaser in its sole discretion (collectively, the "Assigned Contracts").

Notwithstanding the foregoing, other than the Assumed Liabilities (as defined below), the transfer of the Assets pursuant to this Agreement will not include the assumption of any liability or obligation in respect thereof. Notwithstanding anything to the contrary contained herein, the Assets do not include, and Seller is not selling, assigning, transferring, conveying or delivering, and Purchaser is not purchasing, acquiring or accepting from Seller, any of the following assets, properties or rights of Seller: (i) all contracts and agreements of Seller not listed on Schedule 1(h); and (ii) the assets listed on Schedule 1A (collectively, the "Excluded Assets").

2. Requirements of Sale. To the extent required by N.C. Gen. Stat. §131E-13(a), following the Effective Time (as defined below), and for so long as Purchaser operates the Business, and N.C. Gen. Stat. §131E-13 is not amended or deleted to permit the termination of the obligations set forth below as to this transaction, Purchaser shall:

(a) Continue to provide the same or similar home health services to its patients that Seller provided prior to the Effective Time;

(b) Ensure that indigent care is available to the population of the area served by the Business prior to the Effective Time at levels related to need, as previously demonstrated and determined mutually by Seller and Purchaser;

(c) Not enact financial admission policies that have the effect of denying essential medical services or treatment solely because of a patient's immediate inability to pay for the services or treatment;

(d) Ensure that admission to and services of the Business are available to beneficiaries of governmental reimbursement programs (Medicaid/Medicare) without discrimination or preference because they are beneficiaries of those programs; and

(e) Prepare an annual report that shows compliance with the requirements of this Section 2, which annual report shall be sent in accordance with Section 31(a) of this Agreement. Such annual report shall provide a brief summary description of the type of home health services provided in such fiscal year. Subject to patient confidentiality requirements, the annual report shall indicate the total number of patients served by the Business in such fiscal year, and the level of indigent care provided.

In the event Purchaser fails to substantially comply with these conditions, or if it fails to operate the Business free of discrimination based on race, creed, color, sex, or national origin unless relieved of this responsibility by operation of Law, or if Purchaser dissolves without a successor to carry out the terms and conditions of this Agreement, then, to the extent required by N.C. Gen. Stat. §131E-13(a), all ownership and other rights in the Business, including the Assets associated with the Business, shall revert to Seller, subject to the provisions of Section 3; provided that any building, land, or equipment associated with the Business that Purchaser has constructed or acquired after the Effective Time may revert only upon payment to Purchaser of a sum equal to the cost less depreciation of such building, land, or equipment.

3. Reversion Procedures.

(a) If Seller believes that Purchaser has failed to substantially comply with the conditions listed in Section 2 above, Seller shall provide Purchaser written notice outlining the nature of such failure. Purchaser shall have ninety (90) days to cure such non-compliance and/or to develop a plan to remediate any such non-compliance prospectively.

(b) Purchaser and Seller shall attempt in good faith to promptly resolve any dispute or disagreement regarding the existence of substantial non-compliance, the adequacy of a cure of such non-compliance, or the adequacy of the remediation plan that cannot be settled by mutual agreement, by confidential mediation in accordance with the Code of Ethics & Rules of Procedure for mediation by the American Health Lawyers Association ("AHLA") in effect on the Effective Date, before resorting to litigation.

(c) Any dispute or disagreement regarding the existence of substantial non-compliance, the adequacy of a cure of such non-compliance, or the adequacy of the remediation plan that cannot be settled by mutual agreement or by mediation shall be settled by arbitration by AHLA. Each Party shall be responsible for its own attorneys' fees and such other costs and expenses incurred related to the arbitration proceedings, except to the extent the applicable substantive Law specifically provides otherwise.

4. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY AGREEMENT, INSTRUMENT, CERTIFICATE OR DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ASSETS (INCLUDING, WITHOUT LIMITATION,

THE INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO). SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE BUSINESS OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY AGREEMENT, INSTRUMENT, CERTIFICATE OR DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT.

5. Accounts Receivable; Certain Receipts by Purchaser and Seller.

(a) All deposit payments by a Government Program (as defined below) for services relating to the operation of the Business are deposited into Seller's main operating account (the "Account"). As of the Effective Time and continuing until the issuance of the Tie-In Notice (as defined below) (such period shall be referred to herein as the "Transition Period"), Seller and Purchaser shall work together to ensure Purchaser receives all deposit payments made to the Account for services rendered in connection with the operation of the Business after the Effective Time.

(b) For all deposit payments made to the Account solely for services rendered in connection with the operation of the Business after the Effective Time (i.e. deposit payments made for services rendered to patients of the Business who are admitted after the Effective Time, or who begin a new Episode of Care (as defined below) after the Effective Time), Seller shall sweep such deposit payments on a bi-weekly basis, every Tuesday and Friday, into a bank account controlled by Purchaser, and forward the remittance advice and other documentation provided by the applicable payor to Purchaser.

(c) Inasmuch as the Business provides certain services that are reimbursed based upon "episodes of care" which generally span sixty (60) days (each, an "Episode of Care"), Seller and Purchaser acknowledge that the Business has received prior to Closing (as defined below), and will receive after the Closing, aggregated payments (as aggregated, an "Episodic Payment") with respect to Episodes of Care that are open as of the Effective Time (that is, the Episode of Care will have commenced but will not have been completed as of the Effective Time). With respect to each such Episodic Payment, Seller and Purchaser acknowledge that (i) the portion of such Episodic Payment that is attributable to services rendered prior to the Effective Time will belong to Seller and (ii) the portion of such Episodic Payment that is attributable to services rendered after the Effective Time will belong to Purchaser, calculated as set forth below.

(d) On a monthly basis throughout the Transition Period, Seller shall conduct a reconciliation with respect to all Episodes of Care that concluded during the preceding month and for which all aggregate Episodic Payments (including the request for anticipated payment amounts and any end-of-episode or other reconciliation payments) have been received. In conducting such reconciliation, Seller shall utilize the final remittance advice and other documentation provided by the applicable payor. Seller shall provide such reconciliation to Purchaser on or before the fifteen (15th) day following the end of the month for which such reconciliation relates. The portion of each Episodic Payment attributable to services provided by Purchaser after the Effective Time will be calculated by (i) determining the per day reimbursement for the Episode of Care by dividing the aggregate Episodic Payment for such Episode of Care by the number of days (normally sixty (60) days) in such Episode of Care (such rate, the "Per Diem Rate") and (ii) multiplying the Per Diem Rate by the number of days between the Closing Date and the last day in such Episode of

Care (counting the day upon which the Effective Time falls as the first day and the last day of the Episode of Care as the last day).

(e) Within ten (10) business days following completion of the reconciliation described in Section 5(d), Seller shall remit to Purchaser, by wire transfer, those portions of the applicable Episodic Payments that are attributable to services provided after the Effective Time. Seller shall also provide Purchaser with supporting documentation of such amounts remitted with respect to services provided after the Effective Time. In the event that Purchaser has reasonable evidence to support its belief that any amount remitted is incorrect, Purchaser shall contact Seller's designated representative as soon as reasonably practicable, and Seller and Purchaser shall conduct a meeting (via telephone or in person as determined by Seller and Purchaser) to discuss the discrepancy. Upon reaching mutual agreement regarding the amount owed, within ten (10) business days Seller shall wire the funds to Purchaser in the agreed upon amount.

(f) On a monthly basis after the Transition Period, in the event that Purchaser receives any Episodic Payment, a portion of which is attributable to services provided prior to the Effective Time, Purchaser shall conduct a reconciliation. In conducting such reconciliation, Purchaser shall utilize the final remittance advice and other documentation provided by the applicable payor. Purchaser shall provide such reconciliation to Seller on or before the fifteen (15th) day following the end of the month for which such reconciliation relates. The portion of each Episodic Payment attributable to services provided by Seller prior to the Effective Time will be calculated by (i) determining the per day reimbursement for the Episode of Care by dividing the aggregate Episodic Payment for such Episode of Care by the number of days (normally sixty (60) days) in such Episode of Care (the "Seller Per Diem Rate") and (ii) multiplying the Seller Per Diem Rate by the number of days between the first day of the Episode of Care and the Closing Date (counting the first day of the Episode of Care as the first day and the Closing Date as the last day).

(g) Within ten (10) business days following completion of the reconciliation described in Section 5(f), Purchaser shall remit to Seller, by wire transfer, those portions of the applicable Episodic Payments that are attributable to services provided prior to the Effective Time. Purchaser shall also provide Seller with supporting documentation of such amounts remitted with respect to services provided prior to the Effective Time. In the event that Seller has reasonable evidence to support its belief that any amount remitted is incorrect, Seller shall contact Purchaser's designated representative as soon as reasonably practicable, and Seller and Purchaser shall conduct a meeting (via telephone or in person as determined by Seller and Purchaser) to discuss the discrepancy. Upon reaching mutual agreement regarding the amount owed, within ten (10) business days Purchaser shall wire the funds to Seller in the agreed to amount.

(h) For so long as an Episode of Care is outstanding and for a period of thirty (30) days thereafter, within a reasonable time following the other Party's request, each Party shall make available to the other Party all bank records related to such Party's bank account into which Episodic Payments are deposited in order to permit each Party to confirm the other Party's compliance with the foregoing obligations.

6. Purchase Price.

(a) Purchase Price. The purchase price for the Assets is Seven Hundred Fifty Thousand No/100 Dollars ($750,000.00) (the "Purchase Price"). On or about August 6, 2021, an affiliate of Purchaser delivered to Seller, as earnest money, Seventy-Five Thousand and No/100 Dollars ($75,000.00) (the "Deposit"), which shall be credited against the Purchase Price. At the Closing, Purchaser shall pay to Seller the balance of the Purchase Price (after crediting the Deposit) by wire transfer of immediately available funds to the bank account designated by Seller prior to the Closing Date.

(b) At the Closing, Seller shall establish a restricted fund balance account in the amount of Seventy-Five Thousand and No/100 Dollars ($75,000.00) from either: (i) existing cash reserves of Seller; or (b) a portion of the Purchase Price (the "Restricted Fund Balance Account"), for the purpose of securing the indemnification obligations of Seller as set forth in this Agreement. The Restricted Fund Balance Account shall be maintained in accordance with the Restricted Fund Agreement, the form of which is attached hereto as Exhibit B.

7. Closing. The closing of the transactions contemplated under this Agreement (the "Closing") shall be held on September 30, 2021, following the satisfaction or waiver of all closing conditions set forth in Sections 20 and 21 below, or at such later date and/or at such other place as the Parties may mutually agree in writing (the "Closing Date"), effective as of 12:01 a.m. (EST) on October 1, 2021, or such other date and time as the Parties may mutually designate in writing (the "Effective Time").

8. Seller's Closing Obligations. In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing, Seller shall deliver to Purchaser:

(a) an executed Bill of Sale and Assignment (the "Bill of Sale") in the form attached hereto as Exhibit C, conveying, as of the Effective Time, the Assets to Purchaser, free and clear of all Encumbrances;

(b) a certificate executed by an officer of Seller certifying as to the accuracy of its representations and warranties herein as of the Effective Date, and as to Seller's compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing;

(c) an updated list of all Patients existing as of the Closing Date;

(d) copies of all consents required to be obtained by Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby as required to be disclosed in Schedule 18(d);

(e) a Lease Agreement (the "Lease Agreement") in the form attached hereto as Exhibit D, by and between Seller and Purchaser and executed by Seller;

(f) a Personnel Lease Agreement (the "Personnel Lease Agreement") in the form attached hereto as Exhibit E, by and between Seller and Purchaser and executed by Seller;

(g) the Medical Records Custodian Agreement executed by Seller; and

(h) the Restricted Fund Agreement executed by Seller and documentation of the establishment and funding of the Restricted Fund Balance Account.

9. Purchaser's Closing Obligations. In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing, Purchaser shall deliver to Seller:

(a) the Purchase Price (after crediting the Deposit) by wire transfer to Seller;

(b) a certificate executed by an officer of Purchaser certifying as to the accuracy of its representations and warranties as of the Effective Date, and as to Purchaser's compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing;

(c) the Lease Agreement executed by Purchaser;

(d) the Personnel Lease Agreement executed by Purchaser;

(e) the Medical Records Custodian Agreement executed by Purchaser; and

(f) the Restricted Fund Agreement executed by Purchaser.

10. Additional Documents; Contact Numbers; Caswell County Home Health Agency Name; Website. From time to time, whether at or after the Closing and without further consideration, the Parties shall execute and deliver such further instruments of conveyance and transfer and take such further action as they may reasonably request in order to convey and transfer the Assets. Purchaser and Seller each shall reasonably cooperate with the other in the timely completion of the documentation contemplated by this Agreement, as well as the other requirements of this Agreement, including such matters that may arise following the Closing. If Seller is unable to assign the Contact Numbers to Purchaser, then from and after the Effective Time, Seller shall forward all calls or faxes to such Contact Numbers to such phone or fax numbers as designated by Purchaser from time to time. Seller shall not discontinue the Contact Numbers without the prior written consent of Purchaser. From and after the Effective Time, Seller shall not use the name "Caswell County Home Health Agency" or any variation thereof without the prior written consent of Purchaser. After the Effective Time, Seller shall, at Seller's discretion, either (i) cause Seller's website related to the Business (the "Home Health Agency Website") to be redirected to a website owned by Purchaser or an affiliate of Purchaser, as directed by Purchaser or (ii) shutdown the Home Health Agency Website; provided, however, that should Seller elect to shutdown the Home Health Agency Website, Seller shall send prior written notice to Purchaser.

11. Liabilities. Purchaser shall assume from Seller only those liabilities or obligations of Seller arising following the Effective Time under the Assigned Contracts that are effectively assigned to Purchaser hereunder (but specifically excluding all obligations or liabilities arising from any default, breach or violation of any such Assigned Contract occurring prior to the Effective Time, whether occurring as a result of the transactions contemplated by this Agreement or otherwise) (collectively, the "Assumed Liabilities"), and no other liabilities or obligations. Except solely for the Assumed Liabilities, Purchaser shall not assume, or in any way be liable or responsible for, any liability of Seller, whether known or unknown, direct or indirect, now existing

or hereafter accruing, all of which shall remain the sole responsibility of, and shall be solely retained, paid, performed and discharged by Seller (collectively, "Retained Liabilities"), which includes, without limitation, the following:

(a) Any liability arising out of or relating to the services provided by, or on behalf of, Seller;

(b) Any liability arising out of the employment of or arising out of any employment, severance, retention or termination agreement with any employee, including, without limitation, wages or any other compensation accrued prior to the Effective Time or COBRA, or any "parachute payment" to a "disqualified individual" (as each term is defined in Section 280G of the Internal Revenue Code) as a result of the transaction;

(c) Any liability arising out of or related to an employee grievance related to periods prior to the Effective Time;

(d) Any liability arising out of any workers' compensation claims made or related to periods prior to the Effective Time;

(e) Any liability arising out of any proceeding relating to any act or omission of Seller;

(f) Any claims, potential claims or liability arising out of any litigation matters arising from events that occurred prior to the Effective Time;

(g) Any liability arising out of or resulting from Seller's noncompliance with any Law;

(h) Any liability arising out of or relating to any appeals, audits, adjustments, recoupments, overpayments, collection efforts, voluntary repayments, challenges, litigation or notices of intent to audit made by a Governmental Authority or a Private Program for services rendered by or on behalf of Seller prior to the Effective Time (collectively, an "Overpayment");

(i) Any liability of Seller under this Agreement or any other document executed in connection with the transactions contemplated hereby;

(j) Any liability with respect to Taxes (as defined in Section 29 of this Agreement) of Seller arising out of or accruing before the Effective Time;

(k) Any liability arising out of or resulting from any debt obligations of Seller including, without limitation, loans, guaranties, lines of credit, or credit card expenditures;

(l) Any liability resulting from any independent contractor of Seller related to periods prior to the Effective Time; or

(m) Any liability relating to operations of the Business prior to the Effective Time.

Further, notwithstanding any other provision of this Agreement to the contrary, Seller shall be solely responsible for the satisfaction of all liabilities with respect to the Retained Liabilities and all other liabilities of Seller, other than the Assumed Liabilities, whether known at the time of Closing or thereafter determined.

12. Provider Numbers. To the fullest extent permitted by law, Seller sells, assigns, and transfers to Purchaser, all right, title, benefit, privileges, and interest in, to, and under the Provider Numbers; provided, however, Purchaser shall file appropriate Medicaid enrollment forms with CSC Provider EVC Unit, NC Tracks Operations Center, to obtain the required approvals to participate as a Medicaid-approved home health agency after its receipt of the Tie-In Notice, and shall discontinue use of Seller's NPI upon the filing of the same. By virtue of the assignment and assumption of the Provider Numbers, following the Effective Time, Purchaser is entitled to full and exclusive use of the Provider Numbers. Notwithstanding the foregoing, Purchaser shall not assume or be deemed to have assumed and shall not be responsible for any liability or obligation of Seller under the Provider Numbers with respect to periods prior to the Effective Time. Purchaser shall be solely responsible for Purchaser's operation of the Business on or after the Effective Time, including liabilities arising from Purchaser's use of the Provider Numbers on or after the Effective Time (but excluding any liability that may arise on or after the Effective Time but arose out of actions or inactions that existed prior to the Effective Time).

13. Certain Covenants Regarding Medicare, Medicaid and Licensure Matters.

(a) Within five (5) business days of the Closing, Purchaser shall submit CMS Form 855A for the assignment of Seller's Medicare number to Purchaser. Following the Closing, Purchaser shall exercise all commercially reasonable efforts to diligently pursue the issuance of a tie-in notice by the Centers for Medicare and Medicaid Services ("CMS") assigning Seller's existing Medicare provider agreement and Seller's Medicare number with respect to the Business to Purchaser (the "Tie-In Notice"). Seller shall provide Purchaser with such assistance as Purchaser may reasonably request in connection with the approval of the CMS 855A and issuance of the Tie-In Notice.

(b) After the Tie-In Notice is received, Purchaser shall file appropriate Medicaid enrollment forms with CSC Provider EVC Unit, NC Tracks Operations Center, to obtain the required approvals to participate as a Medicaid-approved home health agency in the North Carolina Medical Assistance Program. Seller shall provide Purchaser with such assistance as Purchaser may reasonably request in connection with the Medicaid enrollment forms with CSC Provider EVC Unit, NC Tracks Operations Center.

(c) Purchaser has submitted to NCDHHS, Division of Health Service Regulation, Health Planning and Certificate of Need Section ("CON Section") a request for a determination that the transaction contemplated by this Agreement is exempt from certificate of need review. Purchaser shall provide Seller with copies of all correspondence to and from the CON Section related to such request (including a copy of such determination) promptly upon issuance or receipt. Seller shall provide Purchaser with such assistance as Purchaser may reasonably request in connection with such request to the CON Section.

(d) As of the Effective Date, Purchaser has submitted to NCDHHS, Division of Health Service Regulation, Acute and Home Care Licensure and Certification Section ("Acute and Home Care Section") an application for operation of the Business through the Enterprise System. Following submission of such application, Purchaser shall exercise all commercially reasonable efforts to diligently pursue the issuance of an approval of such application. Seller shall provide Purchaser with such assistance as Purchaser may reasonably request in connection with such application to the Acute and Home Care Section.

14. Employees.

(a) To ensure that there is a sufficient workforce in place to operate the Business after the Effective Time, the Parties shall enter into the Personnel Lease Agreement, pursuant to which Seller shall lease to Purchaser the employees of Seller currently involved in the operation of the Business and listed in Schedule 14(a) attached hereto (sometimes referred to herein collectively as the "Employees") in exchange for consideration that covers the salaries, benefits, and costs associated with the same. The Personnel Lease Agreement shall automatically terminate, unless mutually extended by the Purchaser and the Seller, on the sixth (6th) month anniversary of the Closing Date. Following the termination of the Personnel Lease Agreement, Purchaser shall have the right to offer employment to the Employees.

(b) Seller agrees to remain solely liable for all accrued retirement benefits, health benefits, paid time off, and other employee benefits or liabilities attributable to the service of any Employee while he/she is an employee of Seller. Seller has complied in all respects with all laws and regulations applicable to its employee benefit plans and complied in all material respects with the terms of such benefit plans.

15. Cost Report Matters. Seller shall timely prepare, execute, and file all cost reports for periods ending prior to the Effective Time or required as a result of the consummation of the transactions set forth herein, including terminating cost reports for the Medicare and Medicaid Programs (as defined below) (the "Terminating Cost Reports"). Seller will provide the fiscal intermediary or CMS with any information needed to support claims for reimbursement made by Seller either in the Terminating Cost Reports or in any cost reports filed for prior cost reporting periods, it being specifically understood and agreed that the intent and purpose of this provision is to ensure that the reimbursement paid to Purchaser after it becomes the licensed operator of the Business is not reduced or offset in any manner as a result of Seller's failure to timely file, or filing an inaccurate or incomplete, final cost report or supporting documentation with respect to any past reimbursement claims, including, but not limited to, those included in the Terminating Cost Reports. Purchaser shall, promptly after receipt by Purchaser, forward to Seller any demand for payments relating to government cost report settlements, any cost report submitted by Seller with respect to the Business (including the Terminating Cost Reports), and/or any Seller cost report reopened prior to the Effective Time, but only to the extent such demand for payment relates to any Retained Liabilities. Seller agrees to deliver to Purchaser a copy of any action, order, notice (including, any notice of program reimbursement), or other correspondence from the fiscal intermediary or CMS received by Seller relating to any cost report submitted by Seller with respect to the Business (including the Terminating Cost Reports).

16. Misdirected Payments. The Parties covenant and agree that they shall remit, with reasonable promptness, to the other any payments received, which payments are on or in respect of accounts or notes receivable owned by (or are otherwise payable to) the other Party.

17. Notice to Patients. Prior to the Effective Time, Purchaser and Seller shall jointly notify the Patients of the transactions contemplated by this Agreement. Neither Purchaser nor Seller shall send any notices to the Patients regarding this transaction without the other Party's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

18. Representations and Warranties of Seller. To induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that (which representations and warranties are limited only as they apply to Seller's operation of the Business or as they relate to the Assets):

(a) Organization and Good Standing. Seller is a North Carolina body corporate and politic that has full power and authority to own the Assets and to carry on the Business as it is now being conducted, including the services provided by the Business.

(b) Authority; Enforceability. Seller has full power, authority, and legal capacity to enter into this Agreement and all other agreements and instruments contemplated hereby to which Seller is a party and to consummate the transactions contemplated hereby and thereby. The appropriate governing bodies of Seller have duly approved and authorized the execution and delivery by Seller of this Agreement and all other agreements and instruments contemplated hereby to which Seller is a party and have duly approved the consummation by Seller of the transactions contemplated hereby and thereby. No other act by Seller is necessary to approve and authorize the execution and delivery by Seller of this Agreement and all other agreements and instruments contemplated hereby and the consummation of the transactions by Seller contemplated hereby and thereby. This Agreement and all other agreements or instruments contemplated hereby to which Seller is a party, when executed and delivered by Seller in accordance with the terms hereof and thereof, shall each constitute a valid and binding obligation of Seller, enforceable in accordance with its terms, in each case subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) (the "Enforceability Exceptions"). Seller has complied with all Laws regarding the sale of the Assets and the Business.

(c) No Conflict. Except as set forth on Schedule 18(c), the execution, delivery, and performance of this Agreement by Seller and all other agreements and instruments contemplated hereby to which Seller is a party and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate or conflict with any provision contained in any contract, agreement, instrument, judgment, or order to which Seller is a party or by which Seller, the Assets or the Business is bound, (ii) violate any applicable laws, statutes, ordinances and rules and regulations ("Law" or "Laws"), or any orders, writs, injunctions, judgment, decree or order of any Governmental Authority, any court or other judicial body, applicable to Seller, the Assets or the Business, and (iii) violate or conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any

of its assets is subject or result in the creation or imposition of any liens on any of the Assets or the Business.

(d) Notices and Consents. Except as set forth in Schedule 18(d), Seller is not and will not be required to give any notice to or obtain any approval, consent or waiver of, or make any registration, declaration or filing with, or provide notice to, any individual, trustee, corporation, limited liability company, general partnership, limited partnership, trust, unincorporated organization, business association, firm, joint venture, governmental agency or authority, or any similar entity (each a "Person") in connection with the execution and delivery of this Agreement and all other agreements and instruments contemplated hereby to which Seller is a party or the consummation or performance of the transactions contemplated hereby or thereby. All notices, approvals, consents or waivers set forth on Schedule 18(d) have been or shall have been obtained by Seller prior to the Closing Date.

(e) Changes in Representations and Warranties. All information of Seller furnished and to be furnished to Purchaser is and will be accurate as of the date thereof. None of the information contained in the representations and warranties of Seller set forth in this Agreement or in any of the exhibits, lists, documents, schedules, agreements or other instruments delivered or to be delivered to Purchaser as contemplated by any provision of this Agreement, contains or will contain any untrue statement or omits or will omit a fact necessary to make the statements contained herein or therein not misleading.

(f) Assets. Seller owns and has good and marketable title to the Assets, free and clear of all Encumbrances. The Assets (other than the Excluded Assets and the non-assignable licenses, permits and certifications) constitute all of the assets constituting, used or being held for use in the conduct of the Business as currently conducted.

(g) Healthcare Permits, Government Programs and Private Programs. Seller, with respect to the Business:

(i) holds all healthcare licenses, permits, authorizations, accreditations, and certificates (including certificates of need or authority) necessary to conduct the Business (each a "Healthcare Permit" and collectively, "Healthcare Permits"), and all such Healthcare Permits are valid and in full force and effect. Schedule 18(g)(i) represents a true, correct and current listing of all such Healthcare Permits. Seller is not and has not been in breach or violation of, or default under, any such Healthcare Permit. Seller has not received any notice from any Governmental Authority: (A) that any of its properties, facilities, equipment operations or business procedures, or practices fail to comply (or are at risk for failing to comply) in any respect with any applicable Healthcare Law or Healthcare Permit; or (B) taking action (or threatening to take action) to revoke, withdraw or suspend any such Healthcare Permit. No event has occurred that, with or without notice or the passage of time, would constitute a breach or violation of, or would constitute grounds for an action or order with respect to, any Healthcare Permit.

(ii) is certified for participation in and eligible to receive reimbursement under Titles XVIII and XIX of the Social Security Act (collectively, the "Medicare and Medicaid Programs"), and other similar federal, state, or local reimbursement or governmental sponsored, supported or funded programs for which Seller is eligible to receive payments on

account of the services provided by the Business (collectively, "Government Programs"). Schedule 18(g)(ii) identifies the Government Programs in which Seller participates with regards to the Business, and lists all Government Program provider numbers and National Provider Identifier numbers issued to Seller on behalf of the Business (collectively the "Provider Numbers"). Seller currently participates in private reimbursement programs not involving payment of funds directly from a Government Program or Medicare Administrative Contractor (including, without limitation, any private commercial insurance carrier, managed care organization, Medicare Advantage or Medicaid managed care organization, self-funded health insurance plan as established under ERISA, private or workers' compensation insurance program) (collectively, "Private Programs"). A true and correct listing of all Private Programs in which Seller is contracted or participates and any contract or provider number assigned to such Private Program (collectively, "Private Program Agreements") is set forth on Schedule 18(g)(ii).

(iii) All necessary certifications, Provider Numbers, Private Program Agreements, and other contracts required for participation in such Government Programs or Private Programs (collectively, "Seller's Provider Numbers and Agreements") are (as applicable) valid, in full force and effect and have not been amended or otherwise modified, rescinded, revoked, or assigned, and to Seller's knowledge no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture, exclusion, or non-renewal of any Government Program or Private Program Agreement. There are no pending or threatened actions by any Governmental Authority or Medicare Administrative Contractor administering a Government Program or any other Private Program to suspend, limit, terminate or revoke the Business' status as a home health agency or suspend, limit, recoup or terminate payments to the Business under any Government Program or other Private Programs in which Seller participates.

(iv) For purposes of this Agreement, the term "Governmental Authority" means any government or political subdivision, department, commission, board, bureau, agency or other governmental authority, whether federal, state, District of Columbia, city, county, municipal or foreign, or any agency or instrumentality thereof (*e.g.*, Medicare or Medicaid contractors including Medicare Administrative Contractors, Qualified Intermediary Contractors, Recovery Audit Contractors and Zone Program Integrity Contractors), whether domestic or foreign, or any federal, state, District of Columbia, city, county, municipal or foreign court.

(h) Account. Seller represents and warrants to Purchaser that Seller has directed the Government Programs to electronically deposit all payments owed by the Government Programs for the services provided by the Business into the Account, and Seller represents and warrants that the Government Programs do not (i) send any payments for the services provided by the Business to any other Person, or (ii) deposit (electronically or otherwise) any payments for goods and services provided by the Business into any bank account other than the Account. Seller agrees that it will not change, cause to be changed, or permit to be changed, the instructions to the Government Programs regarding payments to the Account.

(i) Litigation; Liabilities. There are no actions, suits, claims, complaints, charges, proceedings, audits, orders, judgments, decrees, investigations or inquiries (each a "Proceeding") and collectively, "Proceedings") underway, in effect, in process, pending or, to Seller's knowledge, threatened against Seller or the Business or any employee of the Business, at

law or in equity, or any Proceeding of Seller before or by any Governmental Authority. To Seller's knowledge there is no basis for any Proceeding, and no event has occurred or circumstance exists that will give rise to or serve as a basis for the commencement by any Person of any Proceeding against Seller relating to the operation of the Assets or the Business. Seller does not have any liability except as disclosed on the financial statements provided to Purchaser.

(j) Compliance with Laws. Seller is in compliance with all Laws which apply to Seller for the use of the Assets or for the conduct of the Business except where the failure to so comply would not be reasonably likely to result in a Material Adverse Effect (as defined below). Except as set forth in Schedule 18(j), neither Seller, nor any of Seller's officers, directors, employees or contractors has received notice of a violation or alleged violation of any such Laws and neither Seller, nor to the knowledge of Seller, any of Seller's owners, officers, directors, employees or contractors has violated any such Laws except where such violation would not be reasonably likely to result in a Material Adverse Effect. "Material Adverse Effect" means any result, occurrence, fact, change, event or effect that has, or could reasonably be expected to have, a material adverse effect on the Assets, the condition (financial or other) of the Business, the operations of the Business, the results of operations of the Business or the prospects of the Business.

(k) Insurance. The Assets and property used in the operation of the Business, as well as employees of Seller, are insured in a manner customary for a business similar to the Business, and all insurance policies and arrangements of Seller are in full force and effect, all premiums due with respect thereto are currently paid, and Seller is in compliance in all material respects with the terms thereof. Said insurance is adequate and customary for the Business and is sufficient for compliance by Seller with all requirements of Law and all contracts to which Seller is a party. Each such insurance policy shall continue to be in full force and effect immediately prior to the Effective Time.

(l) Health Care Compliance.

(i) Except as set forth in Schedule 18(l), neither Seller, nor to Seller's knowledge, any of its directors, officers, employees, or agents are or have been in breach or violation of, or non-compliance with, or default under, any Healthcare Laws. No notice has been received by, and no actions are pending against, Seller alleging any breach or violation of, non-compliance with or default under any such Healthcare Laws. For purposes of this Agreement, the term "Healthcare Laws" means any Law: (A) pertaining to facility licensure, including requirements relating to certificates of need; (B) governing professional licensure or fee splitting; (C) governing the provision of home health services or certification as a healthcare organization to provide such services; (D) pertaining to healthcare referrals including state anti-kickback, anti-brokering or self-referral Laws; (E) pertaining to insurance claims; (F) imposed in connection with any healthcare program for which reimbursement is provided by a Governmental Authority including, without limitation: (X) 42 U.S.C. §§ 1320a 7, 7a and 7b, which are commonly referred to as the "Federal Anti-kickback Statutes" (the "Federal Anti-Kickback Statute"); (Y) 42 U.S.C. § 1395nn, which is commonly referred to as the "Stark Statute" (the "Stark Laws"); and (Z) 31 U.S.C. §§ 3729 through 3733, which is commonly referred to as the "Federal False Claims Act" (the "Federal False Claims Act"); (F) under 42 U.S.C. §§ 1320d through 1320d 8 and 42 C.F.R. §§ 160, 162 and 164, which is commonly referred to as the "Health Insurance Portability and

Accountability Act of 1996"; (G) under the Patient Protection and Affordable Care Act (Public Law 111–148, 124 Stat. 119), as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152, 124 Stat. 1029); and (H) imposed or enforced by the U.S. Department of Health and Human Services, each of which (A) through (H) as may heretofore have been amended from time to time.

(ii) With respect to the Business, neither Seller nor any individual or entity providing services on behalf of Seller has engaged in any activities that are prohibited under any Law including, but not limited to, the Federal Anti-Kickback Statue, the Stark Laws and the Federal False Claims Act (or other federal or state legal requirements related to false or fraudulent claims) or the regulations promulgated thereunder pursuant to such statutes, or related state or local legal requirements related to professional conduct. Neither Seller nor any of its directors, officers, employees, or agents, has directly or indirectly, in violation of any Healthcare Laws, made, or agreed to make, any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other payment to any individual or entity, regardless of form, whether in money, property or services, where at least one purpose was to: (A) obtain favorable treatment in securing business for or in respect of Seller; or (B) pay for favorable treatment for business secured for or in respect of Seller.

(iii) Seller has been and is currently in compliance with: (A) the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act of the American Recovery and Reinvestment Act of 2009 ("HIPAA") and its implementing regulations, including without limitation, the Standards for Electronic Transaction and Code Set (45 C.F.R. Parts 160 and 162), the Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164), the Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Parts 160 and 164) and such other regulations that may, from time to time, be promulgated thereunder; and (B) Law related to health care privacy or security (collectively "Healthcare Information Laws") except where the failure to so comply with such Healthcare Information Laws would not be reasonably likely to result in a Material Adverse Effect. Seller has not violated any "business associate" agreement entered into at the request of a HIPAA covered entity or another "business associate." Seller has not experienced a "privacy breach" or "security incident" reportable under any Healthcare Information Law. Seller has not received any notice from any Governmental Authority that such Governmental Authority has imposed, intends to impose or has commenced an inquiry or investigation that may reasonably be expected to lead to an imposition of any enforcement actions, fines or penalties for any failure or alleged failure to comply with any Healthcare Information Law, and to Seller's knowledge there is no basis for any Governmental Authority to impose any enforcement actions, fines or penalties for any failure or alleged failure to comply with any Healthcare Information Law.

(iv) Seller: (A) has repaid all Overpayments, and has not received and retained reimbursements from any Government Program or Private Program in excess of the amounts permitted by applicable Private Program Agreement or applicable Law; and (B) (1) submits bills or claims to Government Programs or Private Programs only for services, items or goods actually provided to persons qualified under such Government Programs or Private Programs to receive such services, items or goods; (2) maintains appropriate documentation to substantiate that the goods and services were rendered in compliance with the bills or claims submitted with respect thereto; and (3) Seller conducts its billing practices in a manner that would

not reasonably be expected to result in any Overpayments. No Government Program or Private Program has requested or threatened any recoupment, refund or offset from Seller. Seller has filed all claims and reports (Y) timely and at appropriate charges or costs, with respect to the Government Programs and Private Programs, and (Z) completely and accurately in compliance with all applicable Laws, Government Programs and Private Programs. There are no outstanding additional documentation requests ("ADRs") and/or pending prepayment reviews made by the Government Programs or the Private Programs, nor any denials of claims submitted by Seller under any Governmental Program or Private Programs, and no ADRs have been received by Seller. There are no pending appeals, audits of any nature including pre or post-payment audits, adjustments, recoupments, overpayment demands or collection efforts, challenges, litigation or notices of intent to audit and no audits or inquires made by a Governmental Authority or a Private Program with respect to such prior claims or reports. For three (3) years prior to the Effective Date, Seller has not been audited, investigated, or otherwise examined in connection with any Government Program or any Private Program.

(v) Seller made available to Purchaser: (A) all written inspection reports or other regulatory agency forms, reports or correspondence received by Seller during the last three (3) years describing inspectional observations by CMS, a state survey agency acting on behalf of CMS, a Medicare Administrative Contractor, or other similar Governmental Authorities; and (B) all written responses (including any plans of corrections, corrective action plans or similar compliance agreements) to such inspection reports or other inspectional observations made by CMS, a state survey agency acting on behalf of CMS, a Medicare Administrative Contractor, or other similar Governmental Authorities during the last three (3) years.

(vi) Neither of Seller's directors, officers, employees, or agents: (A) has been convicted of or charged with any violation of any Healthcare Law related to any Government Program; (B) has been convicted of, charged with, or investigated for any violation of Healthcare Law related to fraud, theft, embezzlement, breach of fiduciary responsibility, financial misconduct, obstruction of an investigation, or controlled substances; or (C) is or ever has been, excluded, suspended or debarred from participation, or is otherwise ineligible to participate, in any Government Program or has committed any violation of Healthcare Law that would serve as the basis for any such exclusion, suspension, debarment or other ineligibility.

(vii) All of Seller's professional staff used in the operation of the Business are qualified and licensed to practice without restriction or limitation in such capacity in the State of North Carolina. Seller has not received notice that any healthcare professional employed by or contracted with Seller is under investigation by, or is not in good standing with, any Governmental Authority including, but not limited to, a medical or professional licensure board.

(viii) Seller has not received any funding or payments pursuant to the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"). Seller has not received any advanced payments or accelerated payments pursuant to the CARES Act or other Law.

(m) Business Contracts. Seller has delivered to Purchaser true, complete and current copies of each contract and agreement (including any and all amendments thereto) related solely to the operation of the Business (the "Business Contracts"). All of the Business Contracts

are valid, binding, fully executed and enforceable as to Seller in accordance with their terms, and to, as to the other parties thereto. Seller has performed in all obligations required to be performed by Seller and is not in default under or in of nor in receipt of any claim of a default or breach (or threatened claim of breach of default) under any Business Contract, and no event has occurred which with the passage of time or the giving of notice or both would result in a, breach or event of noncompliance by Seller under any Business Contract and, Seller, there has been no breach or cancellation or anticipated breach or cancellation by the other parties to any Business Contract.

(n) Indebtedness. With the exception of the Retained Liabilities, Seller will not have, as of Closing, any direct or indirect liabilities, indebtedness, obligations, penalties or debts (collectively, the "Indebtedness") related to the operation of the Business. The accounts payable were incurred in the ordinary course of business, and will be paid and satisfied by Seller when due, and Seller is not in default or late on any accounts payable.

(o) Satisfaction of Conditions. Seller shall promptly proceed to satisfy all conditions set forth in Section 21 below, and shall notify Purchaser upon Seller's discovery or belief that Seller will be unable to meet such conditions.

(p) No Brokers. Seller has not become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

(q) Inventory. The inventory included in the Assets is not obsolete. The quantities of each item of inventory included in the Assets are reasonable for the continued operation of the Business in the ordinary course of business consistent with past practice of the Business.

(r) Disclosure. The representations, warranties, and statements contained in this Agreement and in each other agreement executed and delivered pursuant hereto and in the certificates, Exhibits and Schedules delivered to Purchaser by Seller pursuant to this Agreement do not contain any untrue statement of a material fact, and, when taken together, do not omit to state a material fact required to be stated therein in order to make such representations, warranties, or statements not misleading in light of the circumstances under which they were made.

19. Representations of Purchaser. To induce Seller to enter into this Agreement, Purchaser represents and warrants to Seller that:

(a) Organization and Good Standing. Purchaser is a limited liability company duly organized, validly existing, and authorized to transact business in the State of North Carolina, with full power and authority to enter into this Agreement and all other agreements and instruments contemplated hereby to which Seller is a party and to carry out the transactions contemplated hereby and thereby.

(b) No Conflict. The execution, delivery, and performance of this Agreement and all other agreements and instruments contemplated hereby to which Seller is a party, do not conflict with any provision contained in the governing documents of Purchaser or with any provision of any agreement, instrument, judgment, order, or Law to which Purchaser is a party or is subject or by which it is bound. This Agreement and all other agreements or instruments

contemplated hereby to which Purchaser is a party, when executed and delivered by Purchaser in accordance with the terms hereof and thereof, shall each constitute a valid and binding obligation of Purchaser, enforceable in accordance with its terms, in each case subject to the effect of any applicable Enforceability Exceptions.

(c) Changes in Representations. All information of Purchaser furnished and to be furnished to Seller is and will be accurate as of Effective Date. None of the information contained in the representations and warranties of Purchaser set forth in this Agreement or in any of the exhibits, lists, documents, schedules, or other instruments delivered or to be delivered to Seller as contemplated by any provision of this Agreement, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained herein or therein not misleading.

(d) Satisfaction of Conditions. Purchaser shall promptly proceed to satisfy all conditions set forth in Section 20 below, and shall notify Seller upon Purchaser's discovery or belief that Purchaser will be unable to meet such conditions.

20. Conditions to Purchaser's Performance. The obligations of Purchaser under this Agreement shall be subject to each of the following conditions, any one or more of which may be waived by Purchaser:

(a) All representations and warranties of Seller contained in this Agreement or in any other document delivered by Seller pursuant to this Agreement shall be true, correct, and complete on and as of the date when made and on and as of the Closing Date;

(b) Seller shall have observed, kept, or performed all of the terms and conditions of this Agreement to be observed, kept, or performed by Seller;

(c) Purchaser shall have received a determination by the CON Section, that Seller's sale, and Purchaser's acquisition, of the Assets is exempt from certificate of need review, and that such other licenses, permits, and authorizations required by Law to operate the Business will be issued as of Closing, except for such licenses, permits, and authorizations that, due to the requirements of applicable Law, Purchaser can obtain only after the Closing;

(d) Purchaser received the consents and approvals set forth on Schedule 18(d) and all notices set forth on Schedule 18(d) required to be sent shall have been sent; and

(e) Seller shall have delivered the documents and instruments required by Section 8.

21. Conditions to Seller's Performance. The obligations of Seller under this Agreement shall be subject to the following conditions, any one or more of which may be waived by Seller:

(a) All representations and warranties of Purchaser contained in this Agreement or in any other document delivered by Purchaser pursuant to this Agreement shall be true, correct, and complete on or as of the date when made and on or as of the Closing, as if made on the Closing;

(b) Purchaser shall have observed, kept, or performed all of the terms and conditions of this Agreement to be observed, kept, or performed by Purchaser;

(c) Purchaser shall have paid the Purchase Price (less the Deposit) to Seller; and

(d) Purchaser shall have delivered the documents and instruments required by Section 9.

22. Indemnification by Purchaser. Purchaser agrees to indemnify Seller and hold Seller harmless from and against any and all losses, damages, fines, penalties, costs, liabilities, and expenses whatsoever, including, without limitation, all attorneys' fees, consulting fees, court costs, costs of defense, costs of investigations, expert witness fees and costs incurred in acting to halt, mitigate, remedy or seek relief (each a "Loss" and collectively, "Losses") arising from claims resulting from, or incident to:

(a) Any breach by Purchaser of any of its obligations or duties under this Agreement or any agreement executed in connection with this Agreement or the incorrectness of any representation or warranty made by Purchaser in this Agreement or any agreement or document executed in connection herewith; and

(b) The operation of the Business by Purchaser after the Effective Time, including, but not limited to, billing, clinical or professional practices, other than with respect to actions of Seller (including, without limitation, any default, breach or violation by Seller of this Agreement or a breach by Seller or any of Seller's employees or independent contractors of any Laws occurring prior to or following the Closing).

23. Indemnification by Seller. Seller agrees to indemnify Purchaser and its officers, directors, members, managers, employees, agents, advisors, representatives and affiliates (the "Purchaser Indemnitees" or "Purchaser Indemnified Parties") and hold the Purchaser Indemnitees harmless from and against any and all Losses arising from claims resulting from, or incident to:

(a) Any breach by Seller of any of its obligations or duties under this Agreement or any agreement executed in connection with this Agreement or the incorrectness of any representation or warranty made by Seller in this Agreement or any agreement or document executed in connection herewith (determined in each case without regard to any qualification with respect to materiality);

(b) The operation of the Business by Seller prior to the Effective Time including, but not limited to, Seller's billing, clinical or professional practices, Seller's compliance or non-compliance with all Laws, orders, decrees and judgments applicable to the Assets and the Business and its operations prior to the Effective Time, and compliance by Seller's employees and independent contractors with all Laws; and

(c) Any Retained Liabilities or Excluded Assets.

24. Method of Asserting Claims.

(a) Indemnification Procedures for Third Party Claims.

(i) In the event that any claim or demand for which a Party may be obligated to indemnify (the "Indemnitor") the other Party hereunder (an "Indemnitee") is asserted by a third party (a "Third Party Claim"), the Indemnitee shall provide written notice to the Indemnitor of such Third Party Claim (a "Claim Notice", which term applies to a written notice of a Third Party Claim or to written notice of a claim or demand not involving a third party). The Indemnitee shall enclose with the Claim Notice a copy of all papers served with respect to such Third Party Claim and any other documents evidencing such Third Party Claim. Any failure to notify the Indemnitor or deliver copies will not relieve the Indemnitor from any obligation hereunder unless (and solely to the extent) the Indemnitor is materially prejudiced by such failure.

(ii) The Indemnitor will have fifteen (15) days from the date on which the Indemnitor received the Claim Notice to notify the Indemnitee that the Indemnitor has elected to assume the defense or prosecution of such Third Party Claim and any litigation resulting therefrom with counsel of its choice, which counsel shall be reasonably satisfactory to the Indemnitee, and at its sole cost and expense (a "Third Party Defense"); provided, however, that the Indemnitor may assume the defense of the Third Party Claim only so long as: (A) the Indemnitor is not a party to the proceeding or the Indemnitee has determined in good faith that there would be no conflict of interest or other inappropriate matter associated with joint representation; (B) the Third Party Defense does not involve, and is not likely to involve, a claim by any Governmental Authority or participation in a Government Program; (C) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the good faith judgment of the Indemnitee, likely to establish a precedential custom or practice adverse to the continuing business interests of the Indemnitee or result in any injunction applicable to the Indemnitee, (D) the Indemnitor conducts the Third Party Defense actively and diligently, and (E) the Indemnitor keeps the Indemnitee apprised of all developments, including settlement offers, with respect to the Third Party Claim and permits the Indemnitee to participate, at its sole cost and expense, in the defense of the Third Party Claim. The Parties hereto will act in good faith in responding to, defending against, settling or otherwise dealing with such claims, and cooperate in any such defense and give each other reasonable access to and copies of all information, records and documents, relevant thereto. So long as the Indemnitor has assumed the defense of the Third Party Claim in accordance with the requirements set forth in this subsection, (x) the Indemnitor will not be responsible for any attorneys' fees incurred by the Indemnitee regarding the Third Party Claim (other than attorneys' fees incurred prior to the Indemnitor's assumption of the defense of the Third Party Claim) and (y) neither the Indemnitor or the Indemnitee will consent to entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the other Party, which consent will not be withheld, delayed or conditioned unreasonably.

(iii) If any condition in Section 24(a)(ii) is or becomes unsatisfied, (A) the Indemnitee may defend against the Third Party Claim in any manner it may deem appropriate, provided, that, the Indemnitee may not consent to the entry of any judgment or enter into any settlement with respect to such Third Party Claim unless the Indemnitee obtains the consent of the Indemnitor (which shall not be unreasonably withheld, conditioned or delayed) in connection herewith, and (B) the Indemnitor will reimburse the Indemnitee promptly and periodically for the costs of defending the Third Party Claim, including reasonably attorneys' fees and expenses, and

(C) the Indemnitor will remain responsible for any Losses the Indemnitee may incur relating to or arising out of the Third Party Claim to the fullest extent provided in this Agreement.

(b) Indemnification Procedures for Non-Third Party Claims. The Indemnitee will provide written notice to the Indemnitor following its discovery of any matter for which the Indemnitor may be liable hereunder that does not involve a Third Party Claim (a "Non-Third Party Claim"), which notice shall (i) state that the Indemnitee has paid or properly accrued Losses or anticipates that it will incur Liability for Losses for which the Indemnitee is entitled to indemnification pursuant hereto, and (ii) specify in reasonable detail each individual item of Loss included in the amount so stated, the basis for any anticipated liability and the representation, warranty, covenant or agreement contained herein to which each such item is related and the computation of the amount to which such Indemnitee claims to be entitled hereunder. If the Indemnitor does not object in writing to its obligation to indemnify the Indemnitee with respect to such Losses within thirty (30) days after its receipt of the notice, the Indemnitor will be deemed to have accepted responsibility for such claim. In the event the Indemnitee receives a notice of objection to the Non-Third Party Claim within such thirty (30)-day period, the Indemnitor and the Indemnitee shall, within the twenty (20) day period beginning on the date of the receipt by the Indemnitee of such written objection (the "Negotiation Period"), attempt in good faith to agree upon the rights of the respective parties with respect to each of such Non-Third Party Claims to which the Indemnitor shall have so objected. If the Indemnitee and the Indemnitor shall succeed in reaching an agreement on their respective rights with respect to any of such Non-Third Party Claims, the Indemnitee and the Indemnitor shall promptly prepare and sign a memorandum setting forth such agreement. If the Indemnitor and the Indemnitee are unable to reach an agreement on the rights of the respective parties with respect to such Non-Third Party Claims within the Negotiation Period, then the Indemnitee will be free to pursue such remedies as may be available to it hereunder.

25. Survival of Representations and Warranties and Indemnification. The representations and warranties made by Seller, on the one hand, and by Purchaser, on the other hand, under this Agreement shall survive until the date that is twenty-four (24) months after the Closing Date, except that the representations and warranties set forth in Sections 18(a) (Organization), 18(b) (Authority; Enforceability), 18(f) (Assets), 18(g) (Healthcare Permits, Government Programs and Private Programs), 18(h) (Account), 18(j) (Compliance with Laws) and 18(l) (Health Care Compliance) (collectively, the "Special Representations and Warranties") shall survive the Closing until the expiration of the applicable statute of limitations. Seller's obligations to indemnify and hold harmless the Purchaser Indemnified Parties pursuant to Section 23(b) and (c) shall survive the Closing indefinitely, and Seller's obligations to indemnify and hold harmless the Purchaser Indemnified Parties pursuant to Section 23(a) shall survive the Closing for a period of twenty-four (24) months; provided, however, that Seller's obligations to indemnify and hold harmless the Purchaser Indemnified Parties pursuant to Section 23(a) with respect the Special Representations and Warranties shall survive the Closing until the expiration of the applicable statute of limitations.

26. No Limitations. The rights of the Purchaser Indemnified Parties to indemnification pursuant to this Agreement shall not be impacted or limited by any knowledge of the facts or circumstances giving rise to the applicable breach that any Purchaser Indemnified Party has knowledge of or may have acquired or could have acquired knowledge of, whether before, at or

after the Closing. Seller hereby acknowledges that Purchaser has entered into this transaction in express reliance upon the representations, warranties and covenants of Seller made in this Agreement. For the purpose of determining (a) the existence of a breach or inaccuracy of any of the representations and warranties contained in this Agreement and (b) the amount of any indemnifiable Losses relating thereto, such representations and warranties shall be interpreted without giving effect to any limitation or qualification as to "materiality" (including the word "material"), Material Adverse Effect or other similar qualification set forth therein.

27. Access. Between the Effective Date and the Closing Date, and upon reasonable advance notice received from Purchaser, Seller shall afford Purchaser and its agents reasonable access to the Business to facilitate the transition of the Business operations from Seller to Purchaser. Purchaser shall not unreasonably interfere with the operations of the Business. In the event of the termination of this Agreement, all of Seller's information shall remain confidential and not be used by Purchaser, its members, officers, directors, employees or agents, and all copies thereof shall be returned to Seller.

28. Licenses. Should Seller receive notice or become aware of any adverse actions or deficiencies in the maintenance of any of Seller's Provider Numbers and Agreements, Seller shall provide Purchaser with written notice within five (5) business days of its receipt of such notices. Notwithstanding the foregoing, Purchaser shall be solely responsible for the operation by Purchaser of the Business after the Effective Time, and any liabilities of Purchaser or the Business which arise out of Purchaser's operation of the Business after the Effective Time, subject to the provisions contained herein.

29. Sales and Transfer Taxes. All sales, transfer, purchase, use, value added, excise, income or similar taxes, fees, and duties under applicable Law incurred in connection with this Agreement or the transactions contemplated hereby shall be borne solely by Seller (collectively, "Taxes").

30. Allocation of Purchase Price. Seller and Purchaser agree to allocate the Purchase Price among the Assets in accordance with the provisions of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). Such allocation shall be binding on Seller and Purchaser and Seller and Purchaser shall use such allocation in satisfying any and all reporting requirements of the Internal Revenue Service ("IRS") and any state, local, or other taxing authority.

31. Miscellaneous Provisions.

(a) Notices; Demands; Requests. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given (i) on the date established by the sender as having been delivered personally, (ii) on the date delivered by a private courier as established by the sender by evidence obtained from the courier, or (iii) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid, in each case to the appropriate physical addresses, set forth below (or to such other physical addresses, as a Party may designate by notice to the other Party in accordance with this Section 31(a)):

As to Seller: Caswell County

Attn: Bryan Miller, County Manager
PO Box 98
Yanceyville, NC 27379

As to Purchaser: HealthView Home Health & Hospice, LLC
Attn: C. Saunders Roberson, Jr.
Post Office Box 8427
Rocky Mount, NC 27804

With a copy to: Susan M. Young
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
1700 Wells Fargo Capitol Center
150 Fayetteville Street
Raleigh, NC 27601
P.O. Box 1800 (27602)

(b) Severability. If any one or more of the agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements, and provisions 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 effect permitted by law.

(c) State Law Controlling. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina.

(d) Venue. The Parties agree that any litigation necessary to resolve a dispute arising under this Agreement shall be brought in the General Court of Justice in the County of Caswell and the State of North Carolina.

(e) Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors, and permitted assigns of the Parties. Neither Party may assign this Agreement without the prior written consent of the other; provided, however, that the Purchaser may assign any or all of its rights or interests, or delegate any or all of its obligations in this Agreement and any agreement executed in connection with this Agreement to (a) any successor to the Purchaser or any acquirer of a material portion of the business or assets of the Purchaser, (b) one or more of the Purchaser's affiliates, or (c) any lender to the Purchaser or its affiliates as security for obligations to such lender.

(f) Entire Agreement. This Agreement together with the Exhibits and Schedules referenced herein constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede any other agreements or understandings of the Parties, including, without limitation, the Letter of Intent dated July 26, 2021 by and between HealthView Capital Partners LLC and Seller.

(g) Amendment. This Agreement may not be changed, modified, or amended, except by an instrument in writing signed by the Party against whom such change, modification, or amendment is asserted.

(h) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(i) Execution of Agreement; Counterparts; Electronic Delivery and Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement to the extent executed and/or delivered by means of a facsimile machine, electronic mail in portable document format or similar format or other electronic method (e.g., DocuSign) shall be treated in all manners and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized officers of the Parties hereof have executed this Agreement UNDER SEAL as of the date first written above.

SELLER:

THE COUNTY OF CASWELL, a body corporate and politic authorized by the laws of North Carolina (SEAL)

By:_____
Name: Bryan Miller
Title: County Manager

PURCHASER:

HEALTHVIEW HOME HEALTH & HOSPICE – CASWELL LLC, a North Carolina limited liability company (SEAL)

By:_____
Name: C. Saunders Roberson, Jr.
Title: Manager

List of Exhibits and Schedules

Exhibits

Exhibit A	-	Medical Records Custodian Agreement
Exhibit B	-	Restricted Fund Agreement
Exhibit C	-	Bill of Sale and Assignment
Exhibit D	-	Lease Agreement
Exhibit E	-	Personnel Lease Agreement

Schedules

Schedule 1(h)	-	Assigned Contracts
Schedule 1A	-	Excluded Assets
Schedule 14(a)	-	Employees
Schedule 18(c)	-	Conflicts
Schedule 18(d)	-	Notices and Consents
Section 18(g)(i)	-	Healthcare Permits
Schedule 18(g)(ii)	-	Provider Numbers and Private Programs
Schedule 18(j)	-	Compliance with Laws
Schedule 18(l)	-	Compliance with Health Care Laws

EXHIBIT A

MEDICAL RECORDS CUSTODIAN AGREEMENT

Attached.

EXHIBIT B

RESTRICTED FUND AGREEMENT

Attached.

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Attached.

EXHIBIT D

LEASE AGREEMENT

Attached.

EXHIBIT E

PERSONNEL SERVICES AGREEMENT

Attached.

SCHEDULE 1(h)

ASSIGNED CONTRACTS

TBD

SCHEDULE 1A

EXCLUDED ASSETS

1. Seller's accounts receivable, cash, and cash equivalents owned by Seller associated with the Business.

2. Seller's bank accounts.

3. Seller's furniture, furnishings, and equipment used in the operation of the Business.

4. Seller's real property used in the operation of the Business.

5. Seller's computer hardware used in the operation of the Business.

6. Seller's vehicles utilized in the operation of the Business.

SCHEDULE 14(a)

EMPLOYEES

SCHEDULE 18(c)

CONFLICTS

A determination by the CON Section, that Seller's sale, and Purchaser's acquisition, of the Assets is exempt from certificate of need review.

Written notice to the Acute and Home Care Section, of a contemplated licensure change of ownership.

CMS Tie-In Notice.

SCHEDULE 18(d)

NOTICES AND CONSENTS

A determination by the CON Section, that Seller's sale, and Purchaser's acquisition, of the Assets is exempt from certificate of need review.

Written notice to the Acute and Home Care Section, of a contemplated licensure change of ownership.

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

SCHEDULE 18(g)(i)

HEALTHCARE PERMITS

License HC0489 and Facility ID 923668 issued by NCDHHS to operate the Business.

CLIA Certificate of Waiver #

SCHEDULE 18(g)(ii)

PROVIDER NUMBERS AND PRIVATE PROGRAMS

TBD

SCHEDULE 18(j)

COMPLIANCE WITH LAWS

None.

SCHEDULE 18(l)

COMPLIANCE WITH HEALTH CARE LAWS

None.

PERSONNEL LEASE AGREEMENT

THIS PERSONNEL LEASE AGREEMENT (this "Agreement") is effective as of the 1st day of October, 2021 (the "Effective Date"), by and between **THE COUNTY OF CASWELL**, a body corporate and politic authorized by the laws of North Carolina ("Caswell County"), and **HEALTHVIEW HOME HEALTH & HOSPICE - CASWELL LLC**, a North Carolina limited liability company ("HealthView").

RECITALS:

A. Contemporaneously with the execution of this Agreement, HealthView has purchased Caswell County's home health agency, which operates within the geographic boundaries of Caswell County, North Carolina (the "Business"), pursuant to that certain Asset Purchase Agreement by and between Caswell County and HealthView, dated September 30, 2021 (the "Asset Purchase Agreement");

B. To ensure that sufficient staff is available to operate the Business as of the Effective Date, HealthView desires to contract with Caswell County for the purpose of obtaining personnel services, and Caswell County wishes to contract with HealthView to provide personnel services on a short-term basis, as further described in this Agreement; and

C. All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Asset Purchase Agreement.

1. Services to be Provided by Caswell County.

a. Throughout the Term of this Agreement, Caswell County shall provide the personnel set forth on Exhibit A ("Staff Members") to HealthView.

b. HealthView will provide oversight, supervision and specific instructions regarding the work to be performed by the Staff Members for HealthView, including where and when the work will be performed and the order in which work will be performed. In performing services for HealthView, Staff Members will use the laptops assigned to Staff Members by Caswell County immediately prior to the Closing. To the extent that HealthView determines that the Staff Member requires additional or supplemental training, said training will be provided and paid for by HealthView. It is understood that notwithstanding the foregoing, Caswell County, as the employer of the Staff Members, retains the right, after consultation with HealthView, to discipline, replace and terminate the employment of Staff Members and to resolve and decide employee grievances and disputes; provided, however, that Caswell County shall not, during the Term, terminate or dismiss any Staff Member without the prior written consent of HealthView.

c. HealthView will have the right to reasonably refuse to accept the services of any Staff Member in the event that such Staff Member fails to satisfactorily perform such Staff Member's duties.

d. Staff Members shall be the employees of Caswell County and only Caswell County. As the employer, Caswell County will: (i) maintain all necessary personnel and payroll records for the Staff members; (ii) compute Staff Members' wages (including overtime if

applicable) and withhold applicable Federal, State and local taxes, Federal Social Security payments, and any other required withholdings; (iii) remit employee withholdings to the proper governmental authorities and make employer contributions for Federal FICA and Federal and State unemployment insurance payments; (iv) pay net wages and fringe benefits, if any, directly to Staff Members; and (v) provide all benefits (including but not limited to any health insurance, disability insurance, retirement plans, and any other cost or benefit associated with them) to Staff Members.

e. HealthView and Caswell County shall work together to establish the work schedule of Staff Members and shall use their best efforts to provide Staff Members a copy of such work schedule within five (5) business days prior to the start of the month.

f. Caswell County shall maintain workers' compensation insurance to cover Staff Members when Staff Members are providing services in accordance with this Agreement. Such insurance shall satisfy the minimum statutory limits and requirements for employer's liability coverage applicable in the State of North Carolina. Caswell County shall, at HealthView's request, provide evidence of the existence of such coverage.

g. Caswell County acknowledges and warrants that: (i) none of its employees or agents, including the Staff Members, are or will become eligible to be participants in any HealthView benefit program or plan; and (ii) to the extent it has established and maintains, or will hereafter establish and maintain, any benefit programs or plans of and kind for any of its employees (collectively, "Caswell County's Benefit Plans"), no obligations under or for Caswell County's Benefit Plans, or any liability under any of them, shall attach to HealthView.

h. Caswell County warrants to HealthView that (i) the Staff Members providing services shall have the qualifications necessary to perform the services in a competent and legal manner, and (ii) the immigration status of the Staff Members permits employment and assignment to provide the services, and any other documentation required by law to be collected and retained by an employer. Caswell County shall provide HealthView with a current copy of all certificates and licenses held by Staff Members.

2. Consideration and Costs to be Paid by HealthView.

a. For the services provided by the Staff Members in Section 1 of this Agreement, HealthView shall pay Caswell County the amount calculated in accordance with the formula set forth on Exhibit A (the "Fees").

b. Within ten (10) days following the end of each calendar month during the Term, HealthView shall submit to Caswell County a report of the regular and on-call hours worked by each Staff Member during the prior calendar month and a calculation of the Fees due to Caswell County for such prior calendar month (the "Hourly Report"). The Hourly Report shall include such reasonable documentation to verify the number of regular hours and on-call hours worked by Staff Members during the period covering such Hourly Report. HealthView shall submit payment to Caswell County for the Fees incurred by HealthView during the prior calendar month with the Hourly Report.

c. Fees which remain unpaid more than thirty (30) days from the date due shall bear interest at the rate of one percent (1%) simple interest per month until paid in full.

d. HealthView shall pay for and maintain in force professional liability insurance coverage for professional errors, omissions, negligence, incompetence, malfeasance, and any other insurable risks of operating the Business, which coverage shall cover all services rendered by Staff Members throughout the Term.

3. **Compliance with Laws.** Caswell County and HealthView, and their respective employees shall comply with all applicable statutes, rules, and regulations promulgated by all applicable federal, state, and local authorities.

4. **Permanent Hires.** Ten (10) business days prior to the expiration or termination of the Term, HealthView shall, subject to criminal background checks, pre-employment screening, and drug screening conducted pursuant to its personnel policies, offer employment to Staff Members involved in the operation of the Business, under the same employment status (FT/PT/PRN) and at the same base pay as such Staff Members are employed by Caswell County as of the Effective Date.

5. **Term.** The term of this Agreement shall begin on the Effective Date and end on March 31, 2021, unless sooner terminated pursuant to the terms of this Agreement (the "Term").

6. **Termination.**

a. Termination by Mutual Consent. This Agreement may be terminated at any time during the Term by the mutual written consent of HealthView and Caswell County.

b. Termination After Issuance of Tie-In Notice. After such time as the Tie-In Notice (as defined in the Asset Purchase Agreement) is issued, either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party.

c. Termination for Cause by Either Party. In addition to the rights of termination elsewhere in this Agreement, either party may terminate this Agreement immediately upon written notice to the other party in the event that:

i. One party is in breach of or default under this Agreement, which breach or default is not cured within thirty (30) days after written notice thereof is given to the breaching party, provided that such breach or default is reasonably curable within such thirty (30)-day period and the breaching party pursues cure of the breach or default with reasonable diligence; or

ii. One party is liquidated or dissolved; or

iii. Upon a party's general assignment for the benefit of creditors, petition for relief in bankruptcy or under similar laws for the protection of debtors, or if such proceedings are initiated against such party and are not dismissed within forty-five (45) days of filing.

d. Rights Upon Termination. Upon the termination of this Agreement, neither party shall have further rights, duties, or obligations to the other party hereunder; however, no

termination of this Agreement shall affect any rights or liabilities that arose or accrued prior to the date of termination or any obligations that, by their terms or nature, must extend beyond the date of termination to be effective.

7. Entire Agreement. This Agreement, together with the Asset Purchase Agreement, constitutes the entire agreement between HealthView and Caswell County with respect to the matters described herein and shall supersede any prior agreement and understanding relating to the subject matter of this Agreement.

8. Assignment; Binding Effect. Neither party may assign this Agreement without the prior written consent of the other party, which consent may be withheld in the sole discretion of the other party. This Agreement shall inure to the benefit of and be binding on each party's heirs, representatives, successors and assigns.

9. Amendment. This Agreement may only be amended by a written agreement executed by HealthView and Caswell County.

10. Notice. Any notice required under this Agreement shall be in writing, and delivered by registered or certified mail to the other party at the last known business address of such party unless such party gives notice in writing to the other party of another address to which such notice shall be sent. Hand delivery to such address shall also suffice if signed for by a representative of the party receiving the notice.

11. Waiver. Any party may waive its right to insist upon full performance of one or more provisions of this Agreement, but no such waiver shall prevent such party from insisting on full performance of each such provision thereafter.

12. Governing Law. This Agreement shall be governed and construed by the substantive laws of the State of North Carolina.

13. Severance. Each provision of this Agreement shall be interpreted, to the extent reasonably practicable, so as to be effective and valid under applicable law. To the extent, however, that any such provision is determined to be ineffective, then this Agreement shall be ineffective only to the extent of such invalidity, and the remaining provisions of this Agreement shall be given full force and effect and construed so as to secure to each party the purposes and benefits hereof.

14. Relationship of Parties. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create the relationship of agent (except as is expressly set forth herein), servant, employee, partnership, joint venture, or association between Caswell County and HealthView.

15. Future Amendments. Notwithstanding any provision herein to the contrary, the parties agree to modify this Agreement, if necessary, to comply with the requirements of any future regulation or other applicable law change. If the parties are unable to reach such agreement, this Agreement shall terminate upon written notice by one party to the other.

16. **Purpose.** The parties hereto acknowledge and agree that the sole purpose of this Agreement is to provide personnel leasing services to HealthView. The parties hereto acknowledge and understand that the provisions of this Agreement are not conditioned in any way on referrals by HealthView to Caswell County, or vice versa.

17. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized officers of the parties hereof have executed this Agreement as of the date first written above.

CASWELL COUNTY:

THE COUNTY OF CASWELL, a body corporate and politic authorized by the laws of North Carolina

By:_____
Name: Bryan Miller
Title: County Manager

HEALTHVIEW:

HEALTHVIEW HOME HEALTH & HOSPICE - CASWELL LLC, a North Carolina limited liability company

By:_____
Name: C. Saunders Roberson, Jr.
Title: Manager

EXHIBIT A

STAFF MEMBERS

Name	Classification	Role	General Hourly Rate*	On-Call Hourly Rate
Christine Rebman	Physical Therapy Supervisor I	LPT and Interim Director	$51.40	N/A
Cheryl Huskey	Public Health Nurse III	RN	$39.78	$2/hour + $45/visit or $60/extended visit
Lori Overman	Public Health Nurse III	RN	$39.65	$2/hour + $45/visit or $60/extended visit
Brenda Irwin	Community Health Technician	CNA – Aide	$18.75	N/A

* The General Hourly Rate and the On-Call Hourly Rate for each Staff Member represents the actual costs incurred by Caswell County in connection with employment of each Staff Member, including, without limitation, the salary and benefits costs.

At the end of each calendar month, HealthView shall calculate the Fees by multiplying (i) the Hourly Rate for a Staff Member by the number of hours worked by such Staff Member for general services provided to HealthView during the prior calendar month by such Staff Member and (ii) the On-Call Hourly Rate for a Staff Member by the number of hours worked by such Staff Member for on-call services provided to HealthView during the prior calendar month by such Staff Member.

STATE OF NORTH CAROLINA

COUNTY OF CASWELL

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into as of October 1, 2021 (the "Commencement Date"), by and between **THE COUNTY OF CASWELL**, a body corporate and politic authorized by the laws of North Carolina ("Landlord"), and **HEALTHVIEW HOME HEALTH & HOSPICE - CASWELL LLC**, a North Carolina limited liability company ("Tenant").

RECITALS:

A. Contemporaneously with the execution of this Lease, Tenant has purchased Landlord's home health agency, which operates within the geographic boundaries of Caswell County, North Carolina, pursuant to that certain Asset Purchase Agreement by and between Landlord and Tenant, dated September __, 2021 (the "Asset Purchase Agreement"); and

B. Landlord owns the Leased Premises (as defined below), and Tenant desires to lease the Leased Premises in order to operate the administrative office of its home health agency (the "Office"). Landlord desires to lease the Leased Premises to Tenant pursuant to the terms and conditions of this Lease.

AGREEMENT

1. Lease of Premises. Landlord, in consideration of the covenants and agreements to be performed by Tenant, and upon the terms and conditions hereinafter stated, does hereby rent and lease unto Tenant certain premises comprised of approximately 1,397 square feet of furnished space, as depicted on the floor plan attached hereto as Exhibit A (the "Space"), in the building located at 189 County Park Road, Yanceyville, North Carolina 27379 (the "Building"), along with the improvements thereon and all rights, easements, and appurtenances belonging thereto, including (i) a non-exclusive right of use, in common with others, of all common areas within the Building, the parking areas, driveways, and means of ingress and egress regarding the Building; (ii) an non-exclusive right to use and access the network closet on the 2nd Floor of the Building; and (iii) and install IT data infrastructure in the Building (collectively, the "Leased Premises").

2. Term; Termination.

(a) Term. The term of this Lease shall commence on the Commencement Date and end on September 30, 2022, unless sooner terminated in accordance with the terms of this Lease (the "Term").

(b) Termination. This Lease may be terminated at any time during the Term, (i) by the mutual written consent of Landlord and Tenant, or (ii) by Tenant at any time upon at least thirty (30) days prior written notice to Landlord; provided, however, Tenant may not exercise this option until after such time as the Tie-In Notice (as defined in the Asset Purchase Agreement) is issued, or (iii) by Tenant in accordance with Section 11, or (iv) by Landlord in accordance with Subsection 10(b).

3. **Rent.** As consideration for the use of the Leased Premises, Tenant agrees to pay an amount equal to Two Thousand Ninety-Five and 50/100 Dollars ($2,095.50) per month (the "Rent"), which Rent shall be due and payable on or before the fifth (5th) day of each calendar month during the Term.

4. **Taxes.** Tenant shall be solely responsible for the payment of any taxes, fees, and assessments imposed or assessed upon Tenant's income, business operations, equipment, fixtures, and other personal property or assets. Landlord shall, at its sole cost and expense, pay prior to delinquency all applicable real estate taxes, fees and assessments assessed by any lawful authority against all of the real estate which is now or hereafter becomes a part of the Leased Premises.

5. **Possession and Use of the Leased Premises**. Tenant shall be entitled to possession on the Commencement Date and shall yield possession back to Landlord at the time and date of the expiration or termination of this Lease. Tenant agrees during the Term of this Lease to use the Leased Premises solely for purposes of operating the Office. Tenant's use and occupancy of the Leased Premises shall at all times comply with applicable laws, ordinances, rules, and regulations of governmental authorities.

6. **Alterations.** Tenant shall make no alterations, additions, or improvements (collectively, "Alterations") to the Leased Premises without the prior written consent of Landlord, not to be unreasonably withheld, conditioned or delayed. All Alterations made by, for, or at the direction of Tenant shall, when made become the property of Landlord and shall remain upon and be surrendered with the Leased Premises at the expiration or termination of this Lease. Notwithstanding anything contained herein to the contrary, Tenant is permitted to install IT data infrastructure provided the IT data infrastructure is reasonably consistent with the operation of the Office and does not materially negatively affect the structure of the Leased Premises, and Tenant shall have the right, but not the obligation, to remove same at the expiration or earlier termination of the Term.

7. **Utilities, Janitorial Expenses.** Landlord shall be responsible for the payment of all utilities at the Leased Premises and the provision and/or payment of all janitorial services and supplies provided to the Leased Premises.

8. **Care and Maintenance of the Leased Premises.** Except as set forth below in this Section 8 or elsewhere, Landlord shall be responsible for making all necessary renovations, improvements, and repairs to the Leased Premises in order that Tenant may operate the Office at the Leased Premises. As a condition precedent to Landlord's obligations hereunder, Tenant shall provide notice to Landlord of any repairs that are necessary and shall allow Landlord and its representative's reasonable access, both during and outside of regular business hours, to the Leased Premises. All such renovations, repairs, and improvements that are or become affixed to the Leased Premises shall be the property of Landlord. Landlord shall keep the roof, structural parts of the floor, walls, and other structural parts of the Leased Premises, and the Space in good repair. Landlord shall maintain and make necessary repairs to the sanitary sewer system, plumbing, water pipes, and electrical wiring as well as the heating, ventilating, and air conditioning equipment. Tenant shall not knowingly permit or allow the Leased Premises to be damaged or depreciated in value by any act or negligence of Tenant, its agents, employees, invitees, or guests.

9. **Insurance.** Landlord shall maintain in effect at all times during the Term fire and extended coverage insurance insuring the Leased Premises in an amount equal to the full replacement value of the Leased Premises. Landlord shall have no obligation to insure any property or equipment of Tenant and Tenant shall procure and maintain at its expense throughout the Term a policy or policies of commercial property insurance, issued on an "all risks" basis, and insuring the full replacement cost of its furniture, equipment, supplies, and other property owned, leased, held, or possessed by it and contained in the Leased Premises (excluding, for the avoidance of doubt, any furnishing or personal property included in the Leased Premises). Tenant also shall procure and maintain at its expense throughout the Term a policy or policies of commercial general liability insurance, insuring Tenant against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition, use, or occupancy of the Leased Premises, or arising out of the activities of Tenant, its agents, contractors, employees, or guests in the Leased Premises. Tenant agrees to list Landlord as an additional insured under its commercial general liability policy. Landlord and Tenant each shall have included in all policies of property insurance respectively obtained by them a waiver by the insurer of all rights of subrogation against the other in connection with any loss or damage thereby insured against. To the full extent permitted by law, each of Landlord and Tenant waives all right of recovery against the other for, and agrees to release the other from liability for, loss or damage to the extent that such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage, and the proceeds of such insurance are actually collected.

10. **Tenant's Default.**

(a) The following events shall be deemed to be events of default by Tenant under this Lease: (i) Tenant shall fail to pay any installment of Rent or any other charge or assessment against Tenant pursuant to the terms hereof within five (5) days after the due date thereof; (ii) Tenant shall fail to comply with any term, provision, covenant, or warranty made under this Lease by Tenant other than the payment of the Rent or any other charge or assessment payable by Tenant, and does not cure such failure within a reasonable time not to exceed thirty (30) days after written notice thereof to Tenant; (iii) Tenant shall file a petition under any Section or Chapter of the federal Bankruptcy Code, as amended, or under similar law or statute of the United States or any state thereof, or there shall be filed against Tenant a petition of bankruptcy or insolvency or a similar proceeding, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant; or (iv) Tenant shall do or permit to be done anything which creates a lien upon the Leased Premises that is not released or bonded off within thirty (30) days after Tenant receives notice thereof.

(b) In the event of the occurrence of an Event of Default as defined in Subsection 10(a), above, Landlord shall provide written notice to Tenant, and Tenant shall have thirty (30) days in which to cure the default; provided, however, in the event of default by non-payment, Tenant shall cure such default within five (5) days of Landlord's notice of same. Upon Tenant's failure to cure, Landlord shall have the right, in its sole discretion, to pursue any remedy at law or in equity, including but not limited to one or more of the following: (i) terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord; and/or (ii) terminate Tenant's right of possession without terminating this Lease, and retake and relet the Leased Premises.

11. Landlord's Default. If Landlord fails to perform any of Landlord's obligations under this Lease, Tenant gives Landlord written notice setting forth in reasonable detail the nature of the default, and such default continues for either (a) three (3) days after the giving of the notice in the case of a default that materially negatively affects Tenant's use and enjoyment of the Leased Premises, or (b) thirty (30) days after the giving of the notice in all other cases, Tenant, without thereby waiving the default, and in addition to any other right or remedy of Tenant, shall have the right (but shall not be obligated) to terminate this Lease upon providing written notice to Landlord. Landlord acknowledges and agrees that Tenant's use and enjoyment of the Leased Premises shall be materially negatively affected if any of the utilities are disconnected or service is interrupted for more than twenty-four (24) hours, including, without limitation, a disconnection or interruption in air conditioning or heat to the Leased Premises.

12. Quiet Enjoyment. Landlord warrants that it has full right and authority to enter into this Lease and perform its obligations hereunder, and Landlord covenants that during the Term of this Lease Landlord shall not cause or suffer anything to be done which will impair Tenant's leasehold interest and rights hereunder. Landlord shall defend Tenant in the enjoyment and peaceful possession of the Leased Premises during the Term.

13. Destruction.

(a) Partial Destruction of the Leased Premises. If the Leased Premises shall be partially destroyed by fire, or other casualty, whereby the Leased Premises shall be rendered unusable only in part, Landlord shall cause the damage to be repaired, and this Lease shall remain in full force and effect.

(b) Total Destruction of the Leased Premises. If by reason of fire or other casualty the Leased Premises shall be rendered wholly unusable, or if the damage results from a cause not covered by fire and extended coverage insurance that Landlord is required to maintain pursuant to the terms of this Lease, Tenant shall have the option to terminate this Lease by providing Landlord with Notice thereof within thirty (30) days after the casualty, in which event this Lease shall cease as of the date of said damage or destruction.

14. Hazardous Materials. Tenant shall not bring onto the Leased Premises any Hazardous Materials (as defined below) except in compliance with all requirements of any constituted public authority and all federal, state, and local codes, statutes, ordinances, rules and regulations, and laws, whether now in force or hereafter adopted relating to Tenant's use of the Leased Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"). Tenant covenants that it shall refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Leased Premises and Tenant shall remove all Hazardous Materials from the Leased Premises which were placed or stored there by Tenant, upon the expiration or earlier termination of this Lease, in compliance with all applicable laws.

15. Landlord's Right of Entry. Landlord and its agents, employees, and independent contractors shall have the right to enter the Leased Premises at reasonable hours to inspect and

examine same, and to make repairs, additions, alterations, and improvements; provided, however, that Landlord shall, except in case of emergency, afford Tenant such prior notification of an entry into the Leased Premises as shall be reasonably practicable under the circumstances, and, to the extent possible, undertake not to disrupt Tenant's business on the Leased Premises during normal business hours. Notwithstanding anything to the contrary in this Lease, Landlord acknowledges that the information, records and data maintained within the Leased Premises are confidential. Accordingly, to the extent that Landlord or its employees and agents, through entry to the Leased Premises or otherwise, will need to gain access to such information, records or data, Landlord and its employees and agents shall execute a Business Associate Agreement with Tenant in a form meeting the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91) and the regulations issued in connection therewith (collectively, "HIPAA") in advance of obtaining such access and shall maintain the confidentiality of same in accordance with applicable law, including HIPAA.

16. Surrender of Premises. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Leased Premises, broom clean in the same condition as it received it on the Commencement Date, reasonable wear and tear, and repairs and maintenance required to be made by Landlord under this Lease only excepted, and Tenant shall remove all of its equipment, belongings, and fixtures from the Leased Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

17. Signs. Tenant shall have the right to install signage on or about the Leased Premises and the Building as determined by Tenant provided that such signage, and Tenant's installation thereof, shall comply with all applicable local codes and ordinances.

18. Notices. Any notice required under this Agreement shall be in writing, and delivered by registered or certified mail to the other party at the last known business address of such party unless such party gives notice in writing to the other party of another address to which such notice shall be sent. Hand delivery to such address shall also suffice if signed for by a representative of the party receiving the notice.

19. Assignment; Subletting. Tenant shall not, without the prior consent of Landlord, which consent may be withheld in Landlord's sole discretion, assign this Lease or any interest herein in whole or in part, or sublet all or any portion of the Leased Premises, or mortgage, pledge, encumber or hypothecate any portion of the Leased Premises.

20. Miscellaneous. This Lease contains the entire agreement of the parties and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

21. Governing Law. This Lease shall be governed by the laws of the State of North Carolina.

22. Relationship. This Lease does not constitute an agreement of partnership or joint venture, and does not create a relationship of principal and agent. Neither party shall have the

authority to act as agent of the other for any purpose. The parties are, and shall remain, independent actors responsible for all their respective obligations and responsibilities.

23. **Waiver**. No waiver of any of the provisions of this Lease or of any breach or violation of any provision of this Lease shall be valid unless in writing and signed by the party against whom such waiver is asserted. The waiver by any party of a breach or violation of any provision of this Lease shall not operate or be construed to be a waiver of any subsequent breach hereof.

24. **Execution of Agreement; Counterparts.** This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized officers of Landlord and Tenant have executed this Lease under seal as of the date first written above.

SELLER:

THE COUNTY OF CASWELL, a body corporate and politic authorized by the laws of North Carolina

By:_____
Name: Bryan Miller
Title: County Manager

PURCHASER:

HEALTHVIEW HOME HEALTH & HOSPICE - CASWELL LLC, a North Carolina limited liability company

By:_____
Name: C. Saunders Roberson, Jr.
Title: Manager

EXHIBIT A

THE SPACE

Floor Plan to be incorporated.

Resolutions of the
Caswell County Board of Commissioners
September 20, 2021

The following Resolutions were duly adopted by the Caswell County Board of Commissioners (the "Board"), the governing body of Caswell County (the "County"), in a duly called regular meeting on September 20, 2021.

WHEREAS, the County currently owns certain assets, which assets are associated with and utilized in the operation of Caswell County Home Health Agency (the "Agency");

WHEREAS, N.C. Gen. Stat. §131E-13 provides that if the County leases, sells, or conveys the Agency, or part thereof, the procedural requirements of N.C. Gen. Stat. §131E-13(d) shall apply;

WHEREAS, the Board has carefully studied the future needs of the Agency and has held public hearings and obtained public comment on the present and future needs of the Agency in accordance with the requirements of N.C. Gen. Stat. §131E-13(d);

WHEREAS, the Board has substantially complied with the requirements of N.C. Gen. Stat. §131E-13(d)(1) through (6) and has: (i) at a regular meeting more than sixty (60) days prior to the date hereof, adopted a resolution declaring the intent of the County to sell the Agency (the "Resolution of Intent"); (ii) at said meeting, requested proposals for the sale of the Agency by direct solicitation of at least five (5) prospective purchasers; (iii) conducted a public hearing on the Resolution of Intent; (iv) required information on charges, services, and indigent care at similar facilities owned and operated by each proponent; (v) conducted a public hearing on the proposals to purchase the Agency; and (vi) made copies of the proposals with respect to the Agency available to the public at least ten (10) days before the public hearing on said proposals;

WHEREAS, HealthView Capital Partners LLC ("HealthView"), an experienced home health provider, submitted a proposal on behalf of itself and its affiliates to purchase substantially all of the assets used in the operation of the Agency (the "Assets");

WHEREAS, the terms and conditions of the proposed sale of the Assets to HealthView Home Health & Hospice – Caswell LLC, an affiliate of HealthView ("Purchaser") have been reduced to writing in the form of an Asset Purchase Agreement by and between the County and Purchaser (the "Asset Purchase Agreement"), a draft copy of which is attached hereto as Exhibit A;

WHEREAS, at least ten (10) days before this meeting, the County made copies of the Asset Purchase Agreement available to the public in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(8) and a legal notice of this regular meeting of the Board was published in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(7); and

WHEREAS, in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(7), after considering whether the sale of the Assets to the Purchaser, in accordance with the provisions of this Resolution, will meet the health-related needs of medically underserved groups, such as low income persons, racial and ethnic minorities, and handicapped persons, the Board finds that the sale of the Assets is in the public interest.

NOW, THEREFORE, be it resolved that in accordance with N.C. Gen. Stat. §131E-13(d), the Board hereby authorizes, on behalf of the County, the following actions:

1. The Chairman of the Board and the County Manager to execute, on behalf of the County, a final version of the Asset Purchase Agreement, and any other agreements, certificates, documents, and instruments to be executed by the County in connection with the Asset Purchase Agreement, all of which shall be finalized with the assistance and upon the advice of Counsel to the County;

2. The County Finance Officer to establish a restricted fund for the purposes of setting aside funds to secure the indemnification obligations of the County pursuant to the terms of the Asset Purchase Agreement; and

3. The County Manager to take such other and further actions as may be necessary to conclude and implement the transaction described in this Resolution.

This the 20th day of September, 2021.

CASWELL COUNTY BOARD OF COMMISSIONERS

_____
David Owen, Chairman

ATTEST:

_____
Carla Smith, Clerk to the Board

EXHIBIT A

ASSET PURCHASE AGREEMENT

Attached.

County of Caswell

Resolution authorizing County of Caswell to engage in electronic payments as defined by G.S. 159.28 or G.S. 115C-441

WHEREAS, it is the desire of the Governing Body that the County of Caswell is authorized to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441.

WHEREAS, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the Governing Body, to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03. 0409;

WHEREAS, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the Governing Body, to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03. 0410;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the County of Caswell.

Section 1. Authorizes the County of Caswell to engage in electronic payments as defined by G.S 159-28 or G.S. 115C-441;

Section 2. Authorizes the Finance Officer to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03 .0409;

Section 3. Authorizes the Finance Officer to adopt a written policy outlining procedures for disbursing public funds by electronic transactions as required by NC Administrative Code 20 NCAC 03. 0410 and

Section 4. This resolution shall take effect immediately upon its passage.
Upon motion of Steve Oestreicher, and seconded by Rick McVey,the foregoing Resolution was passed by the following Vote:

Ayes: 4 Nays: 0

I, Carla Smith, Clerk of the Governing Body of the County of Caswell, do hereby certify that the foregoing resolution is a true and exact copy of the "Resolution authorizing the County of Caswell to engage in electronic payments as defined by G.S. 159.28 or G.S. 115C-441 duly adopted by the Governing Body of the Local Government at the regular meeting thereof duly called and held on September 20, 2021.

WITNESS my hand at Yanceyville N.C., this 21 day of September , 2021.

Carla L. Smith, Clerk

CASE PROTECTION PLAN QUOTE

Quote #: 5296071
2022 CASE EXCAVATOR CX210D

Quote Date: August 18, 2021

MFR Base Warranty Start Date: 1/1/0001
Current Machine Hours: 5
Equipment Retail Value: $240,000
Plan Type: New
Equipment Usage: Site Prep
Salesperson: Darrell Pappas
Customer Name: Caswell County
Quote Category: Government Retail

Note: The Protection Period shown includes the Manufacturer's base warranty period. Amounts shown below are in $USD.

Protection Period/Plan Option	Cost	Deductible
60 / 7500 (Premier)	$6,190.00	$0.00

This plan is eligible for mileage reimbursement. Mileage will be reimbursed at $1.50 per mile up to a maximum of 150 miles per occurrence and will have a $300 aggregate contract limit. Mileage reimbursement is subject to deductible requirements.

Quotes are valid for the following periods(whichever occurs first):

- **30 days**
- **Expiration of the Manufacturer's Base Warranty Period**
- **Expiration of any existing PPP Contract**

This literature is descriptive only. The precise protection afforded is subject to the terms, conditions and exclusions of the contract as issued. Program participation is subject to customer credit qualification and/or other underwriting requirements. Programs may be changed or cancelled without notice. Capitalized terms used in this literature, unless defined herein, have the meanings assigned to them in the contract as issued.

All quotes are valid for 30 calendar days

PHYSICAL DAMAGE INSURANCE AND PURCHASED PROTECTION PLAN

AUTHORIZATION FORM (U.S. ONLY)

Customer Name: _____ Equipment Selling Price: _____

Make: _____ Model: _____ S/N: _____

PHYSICAL DAMAGE INSURANCE (PDI)

Provides coverage to repair or replace insured equipment in the event of direct physical loss or damage.

☐ ***Yes, I'm interested in purchasing Physical Damage Insurance underwritten by Wesco Insurance Company.***

# of months: _____ Deductible: $ _____ Total Premium: $ _____

☐ ***No, I'm not interested in purchasing Physical Damage Insurance coverage.***

Customer Signature:_____ **Date:** _____

PURCHASED PROTECTION PLAN (PPP)

Helps protect eligible equipment beyond the Manufacturer's Base Warranty Period, and is recommended but is not required.

New Equipment Plans are available for Protection Periods of up to 60 total months or 7,500 total machine hours, including the Manufacturer's Base Warranty Period.

Used Equipment Plans are available for Protection Periods of up to 36 months or 6,000 machine hours for equipment that is beyond the Manufacturer's Base Warranty Period.

☐ ***Yes, I'm interested in purchasing the Purchased Protection Plan*** _____ ***option.***
(P/T, P/T+, P/T+H, Premier, Structural)

New Equipment Plan:

_____ Total Months or_____Total Machine hours, whichever occurs first. PPP Cost: $ _____

Note: The total months and total machine hours selected include the Manufacturer's Base Warranty Period.

Used Equipment Plan:

_____ Months or _____Machine hours, whichever occurs first. PPP Cost: $ _____

Note: The number of months and machine hours selected commence on the PPP Plan Effective Date.

☐ ***No, I'm not interested in purchasing protection beyond the Manufacturer's Base Warranty Period.***

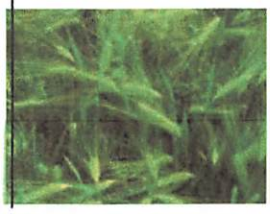
Customer Signature:_____ **Date:** _____

Dealer Name: _____ Dealer#/App#: _____ Salesperson: _____

This literature is descriptive only. The precise protection afforded is subject to the terms, conditions and exclusions of the contract as issued. Program participation is subject to underwriting requirements. Programs may be changed or cancelled without notice. All insurance products provided by CNH Industrial Insurance Agency Inc. are underwritten by licensed insurance companies. CNH Industrial Insurance Agency Inc. is a subsidiary of AmTrust North America, Inc. Capitalized terms used in this literature, unless defined herein, have the meanings assigned to them in the contract as issued.

Form #50006 07/2016

©2016 CNH Industrial Insurance Agency Inc. All rights reserved. CNH Industrial Insurance Agency Inc. is an AmTrust Financial company. CNH Industrial Insurance logo is a trademark registered in the United States and many other countries, owned by or licensed to CNH Industrial N.V., its subsidiaries or affiliates. CNH Industrial Insurance logo and the "CNH Industrial" name are licensed or sublicensed to AmTrust North America, Inc. for use in its insurance agency business.



CNH INDUSTRIAL | INSURANCE

PURCHASED PROTECTION PLAN
MASTER PARTS SCHEDULE

This Plan excludes protection for any component that is not listed on the "Master Parts Schedule", including any resulting or consequential damage to a "covered component" that is caused by or results from the failure of a component not listed on the Master Parts Schedule, for the Plan Option selected. In the event of an eligible failure, the deductible selected for any New Equipment Purchased Protection Plan will be applied to each eligible failure. Please see the Terms and Conditions document, as issued, for complete Plan details. Note: Dealer installed options are not eligible for reimbursement.

CONSTRUCTION EQUIPMENT

New Equipment Plans

PREMIER PLAN OPTION COVERED COMPONENTS

ENGINE

- Air Intake Hose
- Accessory Gears
- Camshaft
- Camshaft Bearings
- Camshaft Drive Gear
- Connecting Rods & Bearings
- Crankshaft Bearings & Gear
- Crankshaft Including Front and Rear Crankshaft Seals
- Cylinder Heads/Head Gaskets
- Cylinder Liners
- Engine Block
- Engine Oil Cooler
- Engine Mounts and Supports
- Engine Speed Controls, Linkages, and Cables
- Fan and Fan Drive
- Filter Mount
- Flywheel, Ring Gear
- Front & Rear Engine Covers and Seals
- Front Damper
- Fuel Lines
- Fuel Tank
- Muffler (excludes exhaust piping)
- Oil Filler Tube
- Oil Lines & Hoses
- Oil Pan & Gaskets
- Oil Pump
- Pistons & Rings
- Pulleys
- Pressure/Temperature Sensors & Sending Units
- Radiator (excludes coolant reservoir/recovery tank)
- Rocker Arm Assembly
- Thermostats& Housing
- Timing Gears
- Valve Cover and Gasket
- Water Piping (excludes hoses)
- Water Pumps

. . and all internally lubricated parts within the above systems

Components Covered after Emission Warranty...

- Catalytic Converter
- Charge Air Cooler
- Cold Start Enrichment Systems
- Diesel Particulate Filter
- Diesel Exhaust Fluid Tank and Dispensing System
- Electronic Engine Control Module
- EGR System Manifold
- Injection Pump
- Intake and Exhaust Manifold and Gaskets
- Selective Catalytic Reduction System
- Turbocharger and Gasket
- Sensors, Solenoids & Wiring Harnesses used in these systems
- Fuel Transfer Pump & Gasket
- Fuel Pressure Relief Valves

COMPACTION/PAVING EQUIPMENT

- Eccentric Mechanism & Bearings
- Drum Seals
- Propulsion System Hydraulic Components
- Pump Drive
- Reduction Unit
- Splitter Box
- Torque Hubs
- Vibration System Hydraulic Components

TRANSMISSION/AXLES/HYDROSTATICS

- Axle Housing
- Axle Shaft
- Blade Swing Gearbox (Motor Grader)
- Clutch Discs (Wet Only)
- Clutch Plates (Wet Only)
- Control Rods
- Counter Shaft Clutch
- Differential Housing
- Differential Pinion Gear/Ring Gear
- Drive Axle Hub
- Drive Shaft with Universal Joints
- Drive Shaft Support Bearing
- Electronic Transmission Controller and Valve
- Enclosed Oil Immersed Chains and Sprockets
- External Oil Lines
- Filler Tubes (Transmission)
- Final Drive Pinion
- Final Drive Planetary Gears
- Front Wheel Drive Sensors
- Hydraulic Drive/Travel Motor
- Hydraulic Drive Pump
- Hydraulic Transmission-Control Valve
- Hydrostatic /Hydraulic Pump Drives
- Hydrostatic Motor
- Hydrostatic Transmission Charge Pump
- Hydrostatic Transmission Pump
- Internal Lubricated Clutch Housings
- Internal Transmission Control Linkage
- Internal Wet Service Brakes
- MFWD Axle/Differential Assembly including Driveshaft and U Joint
- Planetary Gear Carrier
- Pneumatic Valves
- Rotary Hydraulic Manifold
- Splitter Drive/Drop Box
- Swing Motor and Swing Gear Box
- Turntable Bearing
- Torque Converter
- Torque Converter Pump
- Transfer Drive
- Transmission Case
- Transmission Gears, Bearings & Shafts
- Transmission Pump
- Travel Control Valve
- Travel & Swing Sections (only) of Main Control Valve
- Wet Steering Clutches
- Undercarriage Roller and Idler Seals and Bearings
- Undercarriage Tensioners

UNDERCARRIAGE EXCLUSIONS: ...Sprocket, Tracks, Pads, Bolts, Chains, Or Any Failure Due to Wear, Or Breakage Caused by Wear

HYDRAULICS

- Accumulator and Related Relief Valve
- Brake Accumulator
- Brake Pressure Sensor
- Brake Pump, Brake Valve
- Differential Lock Valve
- Fan Pumps and Motors
- Hydraulic Cylinders
- Hydraulic Hoses and Piping
- Hydraulic Motors
- Hydraulic Oil Coolers
- Hydraulic Pumps
- Hydraulic Reservoir
- Hydraulic Valves
- Pilot Control
- Pressure Reducing Valves
- Unloading Valves

FACTORY INSTALLED HEAT AND AIR CONDITIONING

- Accumulator
- Clutch
- Compressor
- Condenser
- Dryer
- Evaporator
- Expansion Valve
- Heater Core
- Hoses and Lines (excludes fittings)
- Pulley
- Seals & Gaskets
- Temperature Control Programmers and Valves

ELECTRICAL

- Alternator
- Ballast
- Gauges
- Horn
- Indicators
- Instruments
- Electronic Joysticks
- Electric Motors
- Relays
- Sensors
- Solenoid Valves
- Starter and Starter Solenoid
- Switches
- Traction Control System
- Voltage Converters/Inverters
- Voltage Regulator
- Wiring Harnesses

WIRING HARNESS EXCLUSIONS: ...Rubbing, Chafing, Loose or Corroded Connections

STRUCTURAL

- Backhoe Main Boom
- Standard Backhoe Dipper Stick
- Inner Dipper of the Extendable Arm
- Excavator Dipper Stick
- Excavator Booms
- Wheel Loader/Skid Steer Loader Arms (excludes links and attachment plate)

PREMIER EXCLUSIONS

Filters, Belts, Lubricants, Antifreeze, Burnt And/Or Pitted Valves, Breathers, Batteries, Loose/Broken bolts, Gas Struts, Electrical Components Not Listed Above, External Hydraulic Seals, Dry Clutches, External O-Rings and Bonded Washers, Hydraulic Quick Couplers, Hose Chafing, Brake Cylinders (Master & Slave), and Adjustments

STAND-ALONE LEAKS MUST BE PRE-APPROVED BY THE PROGRAM ADMINISTRATOR AND WILL REQUIRE PRE-PHOTOS

Internal oil seals/gaskets leaking which cause either the need for regular topping up of lubricant between regular service intervals, or a sudden escape of lubricant, may be covered. Internal oil seals/gaskets are oil seals/gaskets which are internal to the machine and do not have a face to the outside air.

External oil seals/gaskets that has oil escaping from an eligible reservoir, sump, housing or gearbox, where the correct level cannot be maintained to ensure proper operation, has developed a drip/run that reaches the ground, will damage surrounding components, or puddle in/on the machine, may be covered so long as the leak is an internal seal/gasket failure and cannot be attributed to wear or contamination. External oil seals/gaskets have an external face and are susceptible to wear and contamination damage. External oil seals/gaskets leaking but not requiring regular topping up of lubricant between regular service intervals, and which are found at service inspection, and have not been previously reported as a fault by the client, are not covered.

2019_Nov1_NEW_CE_EQUIPMENT_PREMIER_mps_en

This literature is descriptive only. The precise protection afforded is subject to the terms, conditions and exclusions of the contract as issued.

Customer Signature: _____ **Date:** _____

Dealer Signature: _____ **Date:** _____