

Amendment #1 to Lease for 931 Third Street, Greensboro, NC

THIS AMENDMENT #1 TO LEASE ("Agreement") is made and entered into as of this ____ day of ____, 2024, by and between the **COUNTY OF GUILFORD** ("LESSOR"), a body politic and corporate of the State of North Carolina, and **THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORPORATION d/b/a CONE HEALTH** ("LESSEE"), collectively "the Parties."

LESSOR and LESSEE entered into a Lease Agreement dated as of June 1, 2021 (the "Lease") relating to the lease of certain real property and improvements thereon located at 931 Third Street, Greensboro, NC, as described in the Lease. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Lease.

The Parties desire to amend the Lease on the terms set forth herein.

Main agreement:

5. Lessor Obligations: Section 5.C. of the Lease is hereby amended to read as follows:

- C. Provide one (1) security officer, 24 hours per day, seven days per week, to provide security for the Facility; to the extent set out in Exhibit C including changes in this amendment. (It is acknowledged that this same security officer may also simultaneously be providing coverage for the adjacent Child/Adolescent Behavioral Health Facility.)

Exhibit B: Exhibit B of the Lease is hereby amended to add the following provision at the end of the existing text:

LESSEE will be responsible for providing or arranging snow removal at the Facility. LESSOR will reimburse LESSEE for the cost of this work within forty-five (45) days after invoicing for such costs.

Exhibit C: Exhibit C shall be revised by deleting the first two paragraphs on Exhibit C (the text beginning with "Lessee shall provide security personnel" and ending with "Searches initiated by LESSOR's sworn officer(s).") and inserting in lieu thereof the following:

LESSEE shall provide security personnel which it determines to be sufficient for the Facility's internal security. As used herein, "internal security" means security with respect to:

- Those areas accessible to the general public entering through the Facility's front entrance.
- The front intake desk area of the Facility.
- The front security office.
- The children's waiting room portion of the Facility.
- The front sally-port portion of the Facility.
- The examination and treatment portions of the Facility (including therapy and group therapy areas).
- The 2nd floor of the Facility

- The Facility Based Crisis Center portion of the Facility.
- Searches initiated by the LESSEE's staff or contractors.
- Monitoring Facility security camera feeds.
- Other Facility security needs that are not "external security".

LESSOR shall provide at its expense a security officer, 24 hours per day, seven days per week, to provide external security. As used herein, "external security" means security with respect to:

- IVC patients (but not to relieve the custodial officer of any duties under N.C.G.S. Ch. 122C with respect to such a patient) until the patient enters beyond the rear sally-port portion of the Facility.
- The rear sally-port portion of the Facility (but not to relieve any officer accompanying a party arriving at the rear sally-port of any duties he/she may have with respect to such arriving party).
- The rear security office.
- The portion of the Premises external to the Facility.
- Searches initiated by LESSOR's sworn officer(s).

LESSOR's security officer shall provide patrol and presence on a regular basis for the areas where it provides external security.

LESSOR's security officer(s) and LESSEE's security officers will assist one another upon request, subject to availability."

The Lease, as expressly amended hereby, is ratified and affirmed, and remains in full force and effect. This Agreement, together with the Lease, constitutes the entire agreement among the Parties with respect to the subject matter set forth herein. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, all pursuant to authority duly granted, as of the day and year first above written.

ATTEST:

GUILFORD COUNTY:

Guilford County Clerk to Board

Michael Halford, Guilford County Manager

(COUNTY SEAL)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Guilford County Finance Director

ATTEST:

THE MOSES H. CONE MEMORIAL
HOSPITAL OPERATING CORPORATION
d/b/a CONE HEALTH

By: _____
Corporate Secretary

By: _____
Anne Macner, Chief Administrative
Officer