SIGNAGE AGREEMENT

THIS SIGNAGE AGREEMENT (the "<u>Agreement</u>") is made as of September 15, 2025, between the COUNTY OF CHATHAM (the "<u>County</u>") and CHATHAM HOSPITAL, INCORPORATED (the "<u>Hospital</u>").

RECITALS:

- A. The County owns property at the corner of Progress Boulevard and Alston Bridge Road, as shown on Exhibit A (the "Property").
- B. The Hospital and the County desire to erect a monument sign located at the intersection of Progress Boulevard and Alston Bridge Road (the "<u>Sign</u>").

NOW, THEREFORE, in consideration of the mutual covenants herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Hospital and the County agree as follows:

1. Sign Design and Construction.

- (a) The Hospital and the County will mutually agree on the Sign's precise placement on the Property.
- (b) Unless otherwise agreed upon in writing by the parties, the Sign will be designed substantially in accordance with <u>Exhibit A</u> (the "<u>Plans</u>").
- (c) The Hospital is given the exclusive right to utilize the largest, top panel on each side of the Sign, substantially as depicted on Exhibit A. The Hospital may, at its cost and expense, update its logo and branding from time to time.
- (d) The remaining Sign panels are available for existing and future businesses within the Central Carolina Business Campus for business identification purposes only.
- (e) The Hospital will construct (or have constructed) the Sign in accordance with the agreed-upon Plans, including connection of electrical service for lighting the sign. Once the Sign is constructed and the Hospital's panel is installed, the Hospital will provide the County with its calculation of the total Sign-construction costs, including the cost of the Hospital's initial panel (the "<u>Total Build Cost</u>"), together with supporting invoices. Within 45 days of receipt of the same, the County will reimburse the Hospital for 50% of the Total Build Cost.
- (f) The County shall not be liable for any damages to persons or property as a result of the construction of the Sign, and to the extent permitted by law, the Hospital shall defend the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) arising out of the Hospital's negligence or willful misconduct in construction of the Sign.
- 2. <u>Ownership and Maintenance</u>. The County will maintain ownership of the Property and the Sign and is responsible for ongoing maintenance, repair and upkeep of the Sign and the Property, including lighting and electricity. The County reserves the right to transfer its ownership of the Sign, together with its responsibility for ongoing maintenance, repair and upkeep of the Sign and Property to the Central

Carolina Business Campus Owner's Association at the County's discretion, following the establishment of the Association.

- 3. <u>Term.</u> In consideration of the Hospital's contribution to the Total Build Cost, and other good and valuable consideration, this Agreement shall remain in place so long as the Hospital, its affiliates, or its successors maintain a presence in the Central Carolina Business Campus.
- 4. <u>Miscellaneous</u>. The rights and obligations contained herein belong exclusively to the parties hereto and shall not confer any rights or remedies upon any person or entity other than the parties hereto. Nothing in this Agreement shall create or give to third parties any claim or right of action against County or Hospital. Nothing contained herein shall be construed to place the parties in the relationship of partners or create a joint venture, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

This Agreement shall be construed under and in accordance with the laws of the State of North Carolina. Any modification of this Agreement must be in writing signed by both the County and the Hospital. If any provision of this Agreement is made unenforceable, such shall not affect the enforceability of any other provision. If any action is brought by either party against the other, the prevailing party shall be entitled to recover reasonable attorney's fee. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the respective parties. This Agreement may be signed in counterparts.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first written above.

COUNTY:
COUNTY OF CHATHAM
By:
Its: Bryan Thompson, County Manager
HOSPITAL:
CHATHAM HOSPITAL, INCORPORATED
By:
Ita

EXHIBIT A

