

THIRD AMENDMENT

THIS AMENDMENT ("Amendment") is made and entered into this ___ day of June, 2014 by and between **City of Fayette** ("Lessor") and **Fayette Medical Center HomeCare, LLC d/b/a Fayette Medical Center HomeCare** ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a lease dated September 16, 2009, as amended (the "Lease") for the premises located at **102 2nd Avenue SE, Fayette, AL 35555** ("Premises") containing approximately 4,981 rentable square feet of office space; the parties desire to amend the Lease as specified herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Term: The lease term shall be extended for an additional 36 month term ("Amended Term") to commence October 1, 2014 and to expire at 11:59 PM on September 30, 2017.

2. Rental: The base rental ("Base Rent") during this Amended Term shall be:

PERIOD	ANNUAL BASE RENT	MONTHLY BASE RENT
10/1/2014 - 9/30/2017	\$14,400.00	\$1,200.00

3. Right to Renew: Lessee shall have the option to renew the Lease term, as amended for one renewal term of not more than three (3) years. Lessee shall provide Lessor with written notice of its intent to renew the Lease, as amended, at least sixty (60) days prior to the expiration of the Amended Term. Otherwise, Lessee shall forfeit its right to renew the Lease and the Lease shall terminate at the conclusion of the Amended Term, unless otherwise agreed to by Lessor in writing. Any renewal of the Lease shall renew the terms hereof, provided that Lessor shall have the right to increase the Base Rent payments due hereunder by not more than four (4%) percent of the previous amounts paid by Lessee.

4. Termination Option: Lessee shall have the right to terminate this Lease, as amended, with no further obligation due either party, with sixty (60) days written notice to Lessor; however, Lessee shall pay a penalty to Lessor equal to the then unamortized (amortized over the Amended Term) balance of two month's Base Rent.

5. Broker: Lessor and Lessee represent and warrant to the other that they have dealt only with the Swearingen Realty Group, LLC ("Broker") in connection with this Amendment and that, insofar as they know, no other broker is entitled to any commission in connection with this Amendment. Lessor will pay any commission owed to Broker, per a separate written agreement, and will indemnify and defend Lessee from and against all claims (and costs of defending against and investigating such claims) of

any broker or similar parties, including Broker, claiming under Lessor in connection with this Amendment.

Except as amended by this Amendment, the Lease is not otherwise amended, and the Lease is hereby ratified and confirmed and remains in full force and effect, as amended hereby. In the event of a conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Defined terms used in this Amendment not defined herein shall have the meaning set forth in the Lease.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the day and year first above written.

Lessor:
City of Fayette
Ray Nelson
203 Temple Ave
Fayette, AL 35555
205-932-5367

By: _____
(Signature)

Name: _____

Title: _____

Lessee:
Fayette Medical Center HomeCare, LLC
d/b/a Fayette Medical Center HomeCare
LHC Group, Inc
Its: Manager
420 West Pinhook Rd, Suite A
Lafayette, LA 70503
Attn: Facilities Management Department

By: _____
(Signature)

Name: Don Stelly

Title: President