



41 Perimeter Center East, Suite 250
 Dunwoody, Georgia 30346
 P (678) 382-6700 F (678) 382-6701
dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council

From: Warren Hutmacher, City Manager

Date: March 12, 2012

**Subject: Project Renaissance – Georgetown Redevelopment Project
 Approval of Modification Agreement – 19.14 Acre Property**

ITEM DESCRIPTION

Staff has completed negotiations for a modification to the original sales contract for a 19 acre property, located on North Shallowford Road at Pernoshal Court. The site has been referred to as the 19.14 acre Emory Dunwoody Hospital site. The modification agreement alters the financial structuring of the contract from a complete payment at closing to a structured transaction that allows the City to purchase the whole site over a 3 year time period.

BACKGROUND

At the August 2011 Council Meeting, the City Council authorized the City Manager to execute a sales contract with American Medicorp Development Company (subsidiary of HCA) for the purchase of a 19.14 acre property formerly known as the Emory Hospital site along North Shallowford and Pernoshal Roads. The City also owns 16 acres of property across the street.

This property is being purchased as a larger effort by the City to create a public/private party partnership to redevelop a 35-acre area (16 acre parcel City owns and 19 acres the City has under contract) in the Georgetown area in accordance with the Georgetown/North Shallowford Master Plan. The City is in the process of identifying a private sector partner through a public bid process to work with the City to complete the redevelopment.

Significant elements of the preferred City vision for the 35-acre development include:

1. A maximum of 110 new construction high-end single-family owner occupied homes (estimate of 70 on the 16 acre property and 40 on the 19 acre property)
2. 10 acres of new parkland.
3. 5 acres of land for either a civic use (City Hall/Police/Court), parkland or commercial development.
4. Multi-use 12 ft. landscaped trail connecting Chamblee Dunwoody Road with the edge of the 19-acre former Emory Hospital property (with future planned connection to Brook Run Park).
5. New future commercial development on the West side of North Shallowford Road.

Staff has reviewed the comprehensive plan and the Georgetown-North Shallowford Master Plan. These plans were constructed with significant public input and adopted unanimously by the City Council. This project is consistent with the goals, objectives and direction of the plans.



41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
P (678) 382-6700 F (678) 382-6701
dunwoodyga.gov

To complete this project, the City needed to re-negotiate the sales contract with the seller of the 19-acre former Emory Dunwoody Hospital site. The overall purchase price of \$5,532,000 for the 19 acres (plus \$600,000 in reimbursements for demolition owed to seller) will remain intact. The modification agreement on the agenda will spread the payments for the property over 3 years instead of being paid in full at closing. This will preserve cash flow, and allow the City the time necessary to select a private sector partner who will contribute to the costs of the land. The City will pay interest (7.5%) on the second and third transactions to compensate the seller for agreeing to modify the sales contract and provide us with the needed flexibility to complete the project.

Staff has completed the necessary due diligence work to finalize the purchase of this property at the November City Council voting meeting. Due diligence included:

DUE DILLIGENCE ACTIVITIES

1. SURVEY

An ALTA survey is a boundary survey that has been jointly prepared and adopted by the American Land Title Association (ALTA) and the American Congress on Surveying and Mapping (ACSM). The completed ALTA Survey shows easements, rights-of-way, locations of all improvements on the land (observable utilities, roads, driveways, etc.), and other factors influencing the ownership of land. Additionally, the ALTA Survey provides the title company with the information needed to insure the title to the land. Staff has received an ALTA survey for this property, which was prepared by TerraMark and there are no issues of concern related to the survey.

2. APPRAISALS

Two independent MAI (Member of the Appraisal Institute) appraisals of the properties listed above were completed in accordance with City purchasing rules. The results are as follows:

1. Alex Rubin and Company. (Georgia Certified General Real Property Appraiser) determined the Market Value "As Is" of the fee simple interest of the subject property, based on market conditions as of November 7, 2011, is six million four hundred forty thousand dollars (\$6,440,000). This appraisal is above our purchase price of \$5,5132,000.
2. Weibel and Associates, Inc. (Georgia Certified General Real Property Appraiser) determined the Market Value "As Is" of the fee simple interest of the subject property, based on market conditions as of November 1, 2011, is eight million dollars (\$8,000,000). This appraisal is above our purchase price of \$5,532,000.

The variance between the two appraisals is 19.5%. The City's purchasing policy requires two appraisals if the purchase price is above \$500,000 and either the variance between the two appraisals is less than 20% or both appraisals regardless of variance are above the purchase price. Since both appraisals are above the purchase price, a third appraisal was not required.

The average of the two appraisals is \$7,220,000. This is \$1,688,000 more than the purchase price, amounting to a 23.3% variance. It is reasonable to conclude that the appraisals clearly justify the purchase price for this property.



41 Perimeter Center East, Suite 250
 Dunwoody, Georgia 30346
 P (678) 382-6700 F (678) 382-6701
dunwoodyga.gov

3. ENVIRONMENTAL ASSESSMENT

The Phase I Environmental Site Assessment was performed in general accordance with American Society for Testing Materials (ASTM) Standard Practice for Site Assessments. The assessment includes an involved and detailed site visit by a qualified professional. A Phase I Environmental Site Assessment conducted by Rindt-McDuff Associates revealed no evidence of Recognized Environmental Conditions. There are no issues of concern related to the environmental assessment.

4. TITLE REVIEW

The City engaged Alison Woodrow, Esq., a commercial real estate attorney with FSB Fisher Broyles, a Limited Liability Partnership, to represent the City in this transaction. Ms. Woodrow has reviewed all of the title work related to this transaction. There are no significant issues of concern related to the title review.

The City has contracted with First American Title Insurance Company to purchase appropriate title insurance for the property upon the consummation of the closing of this transaction.

FUNDING

The contract amendment restructures the financial considerations to allow for three transactions as referenced below. I have attached a takedown map to this memo that will reference the lettering system below.

In 2012, the City will pay the seller \$3,750,000 – refers to A1 and B on takedown map

In 2013, the City will pay the seller \$2,021,000 – refers to C on takedown map

In 2014, the City will pay the seller \$505,250 – refers to A2 on takedown map

There is an error in the calculations of payments in contract exhibit B of the option agreement that will be corrected in the next version of this memo.

RECOMMENDATION

Staff recommends the City Council hold a public hearing at the March 12th Council meeting to authorize the City Manager to execute the attached documents to modify the existing sales agreement with the Seller of the 19-acre former Emory Dunwoody Hospital Site.

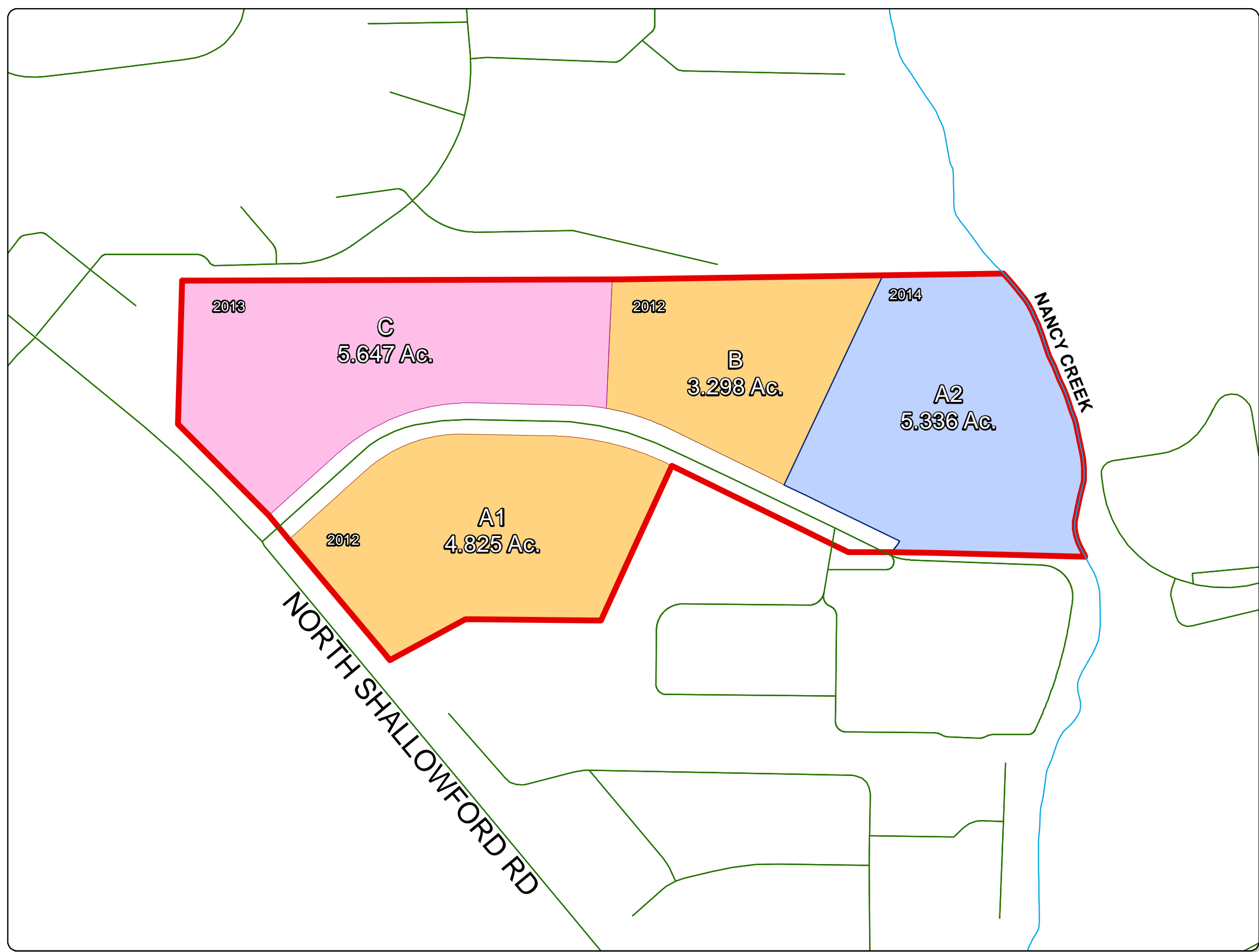
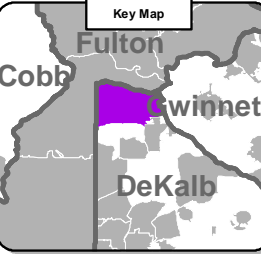
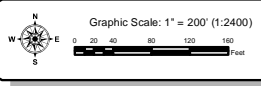
Dunwoody*
 *Smart people - Smart city
City of Dunwoody
 Community Development
 41 Perimeter Center East, Suite 250
 Dunwoody, Georgia 30346-1902
 678-382-6800 - www.dunwoodyga.gov

Site Location

19 Acre Property Ownership Take-Down Map

Legend

- City Streets
- Nancy Creek
- A1 - 4.825 Ac.
- B - 3.298 Ac
- A2 - 5.336 ac.
- C - 5.647 ac.
- 19 Acre Property
- Public Areas



Legal Notifications:

- This map is the property of the City of Dunwoody, Georgia. The use of this map is granted solely upon the condition that the map will not be sold, copied, or printed for resale without the express written permission of the City. This map is a proprietary product of the City of Dunwoody. In no event will the City and/or its GIS Mapping Consultants be liable for damages arising from the use or inability to use this map.
- This map is a graphical representation of the data obtained from a variety of sources such as aerial photography, recorded deeds, plats, engineering drawings and other public records or data. The City of Dunwoody does not warrant the accuracy or currency of the map provided and does not guarantee the suitability of the map for any purpose, expressed or implied.
- ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. This map is not intended to depict boundary line discrepancies, lines of possession, or any other matters that a true and accurate land survey of the premises would disclose.

5. County, municipal, land lot and assessment boundaries are approximate. It is the responsibility of the map user to verify boundaries with the appropriate governmental office.

Production Notes:

- This map was compiled from records that have been filed with DeKalb County and/or the City by various parties. Neither the City nor its GIS Mapping consultants prepared said records or data. The City of Dunwoody does not warrant the accuracy or currency of the information contained in this map.
- The compilation methods employed during the production of this map include, but are not limited to, the following custom mapping processes: dot and/or densitometry, coordinate geometry, tradition of an GPS field surveys and orthophoto rectification.

Aerial Imagery Notes:

- Orthophoto imagery was created using aerial photography taken February 2010. The unprocessed imagery contains some degree of error in geometry (geometric distortions) and in the measured brightness of the pixels (radiometric distortions). Image rectification and resampling algorithms are applied during image processing to reduce the distortions and aberrations that result from the original image acquisition. However, not all of the potential distortions and/or degradations will be corrected during this process. Therefore, exact meteration of the map image features will require field verification by the map user.

Map Reference System Notes:

- Horizontal coordinates are referenced to the Georgia West Zone State Plane Coordinate System relative to the North American Datum of 1983 (NAD83).
- Vertical coordinates are referenced to the North American Vertical Datum of 1988 (NAVD88).

Revisions:

- This map will be revised periodically by the City of Dunwoody. Should the user find conditions other than as shown, the City would appreciate your input. Simply copy the area in question, add your proposed revision and/or correction, and send the information to the City.
- Updated sheet border with new City logo/tagline. (December 2010)

Copyright:

No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of the City of Dunwoody. The unauthorized reproduction or distribution of this copyrighted work is illegal. Criminal copyright infringement, including infringement without any monetary gain, is investigated by the FBI and is punishable by up to five (5) years in federal prison and a fine of \$250,000.

Copyright (C) 2011 by the City of Dunwoody
All Rights Reserved

Map Edition:
Map Publication Date:

Map Sheet:
Exhibit F

**REINSTATEMENT OF AND THIRD AMENDMENT TO
CONTRACT FOR PURCHASE AND SALE
(Hospital)**

THIS REINSTATEMENT OF AND THIRD AMENDMENT TO CONTRACT FOR PURCHASE AND SALE (“this Contract”) is made and entered into as of the “Contract Date” (as defined in Section 22) by and between Atlanta Healthcare Management, L.P. and American Medicorp Development Company (together, the “Seller”) and the City of Dunwoody, Georgia (the “Purchaser”).

WHEREAS, Purchaser and Seller are parties to that certain Contract for Purchase and Sale (Hospital) dated October 13, 2011, as amended by that certain Amendment to Contract dated December 13, 2011 and that certain Second Amendment to Contract dated February 8, 2012 (as amended, the “Original Contract”), pertaining to that certain real property consisting of approximately 19.084 acres lying and being in Dunwoody, DeKalb County, Georgia, as more particularly described in the Contract;

WHEREAS, Purchaser and Seller have significantly changed the terms of the transaction contemplated in the Original Contract, and, therefore, the parties desire to reinstate the Original Contract with certain modifications thereto; and

WHEREAS, the parties agree that this Contract shall replace the Original Contract in its entirety, and, in the event of any conflicts between the terms and conditions of the Original Contract and the terms and conditions of this Contract, this Contract shall control;

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

1. CONTRACT TO BUY AND SELL

Seller hereby agrees to sell and Purchaser hereby agrees to purchase all that certain: approximately 4.825-acre tract of land (Parcel “A1”), and approximately 3.298-acre tract of land (Parcel “B”), both of which are more particularly described in Exhibit “A” attached hereto and made a part hereof by reference and shown on the site plan in Exhibit “B” attached hereto and made a part hereof by reference, lying and being in Dunwoody, DeKalb County, Georgia (collectively, Parcel “A1” and Parcel “B” shall be referred to as the “Land”), together with (i) (A) all rights and interests appurtenant thereto and (B) all access, air, water, riparian, development, utility and solar rights related thereto (the “Appurtenant Rights”), (ii) all improvements located on the Land, together with any

and all fixtures of any kind owned by Seller and attached to or used in connection with the ownership, maintenance, or operation of the Land or improvements located thereon (the "Improvements") (the Land, the Appurtenant Rights and the Improvements are referred to collectively as the "Real Property"); (iii) the lessor's interest in that certain Ground Lease dated as of November 15, 1977, a short form of which is recorded in Deed Book 4290, Page 20 with P&S Associates, as lessee and related agreements (together, the "P&S Ground Lease"); and (iv) to the extent assignable and elected to be assumed by Purchaser pursuant to Section 5(d) hereinafter, all of Seller's rights, title and interest in and to all "Service Contracts" (as defined in Exhibit C to this Contract), permits, licenses, certificates of occupancy, warranties, architectural or engineering plans and specifications, and governmental approvals which relate to the Real Property, the Improvements or the Land (hereinafter collectively referred to as the "General Intangibles"). The Real Property and the General Intangibles are herein collectively called the "Property".

2. EARNEST MONEY

(a) Purchaser has deposited with First American Title Insurance Company, National Commercial Services, 6077 Primacy Parkway, Suite 121, Memphis, TN 38119, Attn: Ms. Carol Slone (the "Escrow Agent"), the cash sum of One Hundred Thousand and No/100 (\$100,000.00) Dollars as earnest money (together with any interest earned thereon) to be held and applied to the Purchase Price in accordance with the provisions hereof. All Earnest Money shall become non-refundable, absent Seller's default and except as provided in Sections 4, 7 and 20, upon the expiration of the "Inspection Period" defined in Section 5 if Purchaser does not terminate this Contract before the expiration of such "Inspection Period." All interest and other income that accrues on the Earnest Money shall belong to the party to whom the Earnest Money is to be disbursed and shall be disbursed to such party in accordance with this Contract.

(b) Purchaser shall make an additional deposit of Earnest Money in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) if the Closing has not occurred on or before June 15, 2012 as set forth in Section 6 of this Contract.

3. PURCHASE PRICE

The purchase price for the Property and reimbursement for the actual cost that Seller has incurred in demolishing certain improvements on Parcel "B" on which a portion of the former hospital was located prior to the Contract Date, up to a maximum of Six Hundred Thousand and No/100 Dollars (\$600,000.00), shall be Three Million Seven Hundred Fifty Thousand and No/100 Dollars (\$ 3,750,000.00). The balance of the Purchase Price shall be paid in full at the Closing by wire transfer of immediately available funds to an account designated by Seller. This reimbursement amount will be shown on the settlement statement (described in

Section 6 of this Contract) as a separate line item. Seller will provide reasonable documentation of such costs to Purchaser before the Closing.

4. TITLE AND SURVEY

(a) At the Closing, Seller shall convey to Purchaser good and transferable fee simple title to the Property by Limited Warranty Deed (the "Deed"), subject only to the "Permitted Exceptions" (as defined in Section 6(b)(i) of this Contract).

(b) Purchaser has obtained a survey of the Property (the "Survey").

(c) Purchaser has obtained a commitment for an Owner's Policy of Title Insurance (the "Title Commitment") issued by First American Title Insurance Company, National Commercial Services (the "Title Company"), pursuant to which the Title Company shall commit to issue to Purchaser a standard owner's policy of title insurance in the amount of the Purchase Price. Purchaser has notified Seller in writing of Purchaser's objections to matters shown on the Title Commitment and the Survey (the "Objections") prior to February 1, 2012 (the "Title Objection Deadline"), as required under the Original Contract. Any matters that were not objected to prior to the Title Objection Deadline are deemed waived by Purchaser, except as expressly provided below in this Section 4(c). Seller has responded to the Objections in accordance with the Original Contract as of February 16, 2012; it being understood that Seller shall have no obligation to eliminate or otherwise remove any Objection except as expressly provided below in the last sentence of this Section 4(c). Purchaser's right under the Original Contract to terminate the Original Contract by giving written notice to Seller within five (5) business days after receipt of Seller's written response has expired and is of no further effect. Purchaser has no further right to object to any item, exception or other matter shown on any of the foregoing, unless such matter first arises after the last day of the Inspection Period (as hereinafter defined in Section 5) in which case Purchaser shall have the same right to object to such matters as it had after having been given the opportunity to review the initial Title Commitment. Notwithstanding anything to the contrary herein contained, Seller covenants and agrees that at or prior to Closing, Seller, at Seller's sole cost and expense, shall (i) cause to be released or insured over all mechanics' and contractors' liens which encumber the Property; (ii) pay in full all past due and delinquent ad valorem taxes and assessments of any kind constituting a lien against the Property; and (iii) cause to be released any loan security documents which encumber the Property under which Seller is the debtor.

5. INSPECTION

(a) Commencing upon the Contract Date and during the life of this Contract, Purchaser shall have the right to go on the Property personally or through agents, employees and contractors for the purpose of making soil tests and such other tests, analyses and investigations of the Property as Purchaser deems

necessary. Purchaser shall pay all costs incurred in making such tests, analyses and investigations. Purchaser shall repair any damage to the Property occurring as a result of any of the foregoing if this Contract is terminated pursuant to the terms of this Contract and Purchaser shall indemnify and hold Seller harmless from and against any losses, claims, damages, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising or resulting from any entry upon the Property by Purchaser or Purchaser's representatives, contractors, agents or employees. Purchaser's obligations and liabilities under this Section 5 shall survive the expiration or termination of this Contract. Purchaser must notify Seller in writing by 5:00 p.m. Eastern Time on April 23, 2012 (the "Inspection Period") of Purchaser's intent to terminate this Contract for any reason or no reason at all, and if so notified, this Contract shall become null and void, except as otherwise provided in this Contract, and the Earnest Money shall be immediately refunded to the Purchaser. All Earnest Money shall become non-refundable at the expiration of the Inspection Period except as otherwise expressly provided in this Contract.

(b) Purchaser acknowledges that Seller has delivered to Purchaser the items listed on Exhibit C attached hereto ("Seller's Deliveries"). Purchaser shall keep the information set forth in Seller's Deliveries confidential to the fullest extent permitted by law. If the transactions contemplated in this Contract are not consummated for any reason whatsoever, Purchaser shall return Seller's Deliveries and all copies thereto to Seller immediately.

(c) The sum of One Hundred Dollars (\$100.00) (the "Independent Consideration") out of the Earnest Money is independent of any other consideration provided hereunder, shall be fully earned by Seller upon the Contract Date and is not refundable to Purchaser under any circumstances. Accordingly, if this Contract is terminated for any reason by either party, the Independent Consideration shall be paid by the Title Company to Seller.

(d) Purchaser shall have until the expiration of the Inspection Period to inform Seller in writing which, if any, of the Service Contracts listed in Exhibit D attached hereto Purchaser shall assume at the Closing. Purchaser's failure to notify Seller in writing of its election to assume any Service Contract before the Inspection Period expires shall be deemed a decision by Purchaser to reject such Service Contract (the "Assumed Services Contract"). Seller shall be responsible for any and all fees, charges or expenses incurred as a result of the cancellation of any Service Contracts that Purchaser elects to reject.

6. CLOSING

(a) Purchaser and Seller shall consummate and close the sale of Parcel "A1" and Parcel "B" contemplated by this Contract (the "Closing") at the offices of the Title Company/Escrow Agent on June 15, 2012 or upon such earlier

date as the parties may agree (the “Closing Date”), as mutually agreed upon by both parties; provided, however, that the Closing may be conducted by mail in escrow. Notwithstanding the foregoing, however, Purchaser shall have the right to extend the Closing until July 31, 2012, by giving written notice to Seller and the Title Company by 5:00 pm Eastern Time on June 1, 2012. Simultaneously with such notice, Purchaser will make the additional deposit of \$500,000.00 as non-refundable Earnest Money as described in Section 2(b) of this Contract. If the Closing has not occurred on or before July 31, 2012, absent a Seller default or event of *force majeure*, this Contract shall automatically terminate. In the event of such termination, the Escrow Agent will promptly pay all Earnest Money to Seller and the parties will be released of all obligations and liabilities under this Contract except as provided otherwise in this Contract.

(b) Seller’s Deliveries in Escrow. At the Closing, Seller shall deliver to the Title Company the following documents:

- (i) Deed. The Deed, which will be executed by Seller and convey to Purchaser title to the Real Property that is insurable by the Title Company free and clear of all liens, restrictions and encumbrances except the “Permitted Exceptions,” which shall mean those exceptions approved or waived by Purchaser pursuant to Section 4 and the following (1) ad valorem real estate taxes and installments of governmental assessments for public improvements benefiting the Real Property, that are not delinquent; (2) zoning and building laws, ordinances, resolutions, and regulations; (3) covenants, agreements, conditions, restrictions, reservations and other matters of record (subject, however, to Purchaser’s rights under Section 4(c) to make Objections); and (4) all matters that would be shown on an accurate survey of the Property.
- (ii) Bill of Sale, General Assignment and Assumption Agreement. A bill of sale, general assignment and assumption agreement (the “Assignment”), without warranty of any kind regarding the property or property interests transferred, conveying to Purchaser, ownership in all of the Improvements, including all fixtures located on the Property, as well as, to the extent assignable, all General Intangibles and the Assumed Service Contracts.
- (iii) P&S Ground Lease Assignment and Assumption Agreement. An assignment and assumption agreement (the “P&S Ground Lease Assignment”), without warranty, conveying to Purchaser all of lessor’s obligations and interest under the P&S Ground Lease.

- (iv) Authority. Evidence of existence, organization, and authority of Seller and the authority of the person executing documents on behalf of Seller, reasonably satisfactory to the Title Company.
 - (v) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller. If Seller fails to provide the necessary affidavit and/or documentation of exemption on the Closing Date, Purchaser may proceed with withholding provisions as provided by law.
 - (vi) Seller's Affidavit. A seller's affidavit or similar certification, consistent with a limited warranty deed, as may be required by the Title Company to issue the title policy, and such other instruments and documents, such as lien waivers and mechanics lien indemnities, as the Title Company shall reasonably require, that are consistent with a limited warranty deed in order to issue its owner's title policy insuring Purchaser's fee simple title to the Property free and clear of the "standard printed exceptions".
 - (vii) Additional Documents. A settlement statement and any additional documents that Purchaser or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Contract.
 - (viii) Georgia Withholding Tax Affidavit. An Affidavit of Seller's Residence which demonstrates that Seller is exempt from the withholding requirements of O.C.G.A. Section 48-7-128.
 - (ix) Broker's Lien Waiver Affidavit. A Broker's Lien Waiver Affidavit executed by each Broker.
 - (x) Closing Statement. A closing statement duly executed by Seller setting forth in reasonable detail the financial transaction contemplated by this Contract, including without limitation the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds (the "Closing Statement").
- (c) Purchaser's Deliveries in Escrow. At the Closing, Purchaser shall deliver to the Title Company the following:
- (i) Purchase Price. The Purchase Price, plus or minus applicable prorations and less a credit for the full amount of the Earnest Money or any other credits contemplated by this Contract, deposited by Purchaser with the Title Company in immediate,

same-day federal funds (all or any part of which may be the proceeds of a loan) wired for credit into such account as the Title Company may designate.

- (ii) Assignment and Assumption. The Assignment and the P&S Ground Lease Assignment.
- (iii) Additional Documents. A settlement statement and any additional documents that Seller or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Contract.
- (iv) Closing Statement. The Closing Statement executed by Purchaser.

(d) Closing Costs. At Closing, Purchaser shall pay any transfer taxes and recording costs to be paid in connection with the conveyance of the Property to Purchaser. Purchaser shall also pay the cost of obtaining the Title Commitment, the premiums for any title insurance policy and the cost of the Survey. Any fees for the services of Escrow Agent shall be divided equally between Seller and Purchaser. Each party shall pay and be responsible for all fees and expenses of its respective attorneys and other representatives, excluding commissions or fees due to any real estate brokers which shall be paid as provided in Section 17 hereinafter.

(e) Prorations. As of the date of Closing, Purchaser and Seller shall prorate ad valorem taxes on the Property and all items of income, rent and expenses in connection with ownership, operation and maintenance of the Property, for the year in which the Closing occurs. All adjustments and prorations to the Purchase Price payable at Closing shall be computed as of the end of the day preceding the Closing Date, with the Seller being entitled to receive all revenues and shall be charged with all expenses relating to the ownership and operation of the Property through the day preceding the Closing Date. All other items which are customarily prorated in transactions similar to the transaction contemplated hereby, and which were not heretofore dealt with, will be prorated as of the end of the day preceding the Closing Date.

7. **CONDITION AND POSSESSION OF THE PROPERTY**

At Closing, Seller shall deliver to Purchaser possession of the Property in substantially the same condition as on the Contract Date, normal wear and tear excepted. If all or any material portion of the Property shall be condemned, damaged or destroyed prior to the Closing, Purchaser may elect to (i) terminate this Contract, or (ii) receive such insurance proceeds or condemnation award as may be paid or payable with respect to such condemnation, damage or destruction and complete the Closing. Purchaser's election under this paragraph shall be exercised

by written notice to Seller within fifteen (15) days after receipt of written notice from Seller of such condemnation, damage or destruction or of written notice of the amount of the insurance or condemnation award payable with respect to such condemnation, damage or destruction, whichever is later. If Purchaser elects to terminate this Contract under this Paragraph, all Earnest Money paid hereunder shall be immediately refunded to Purchaser.

8. DEFAULT

If the sale contemplated by this Contract is not consummated through default of Seller, Purchaser may, as its sole and exclusive remedy, either (a) receive the return of all of the Earnest Money, which return shall operate to terminate this Contract and release Purchaser and Seller from any and all liability hereunder, or (b) enforce specific performance of Seller's obligation to convey the Property to Purchaser in accordance with the terms of this Contract. If said sale is not consummated because of Purchaser's default, then Seller shall be entitled, as its sole and exclusive remedy, to terminate this Contract and retain the Earnest Money as liquidated damages. It is hereby agreed that Seller's damages will be difficult to ascertain and that the Earnest Money constitutes a reasonable liquidation thereof, and is not intended as a penalty, but as full liquidated damages.

9. NOTICE

(a) Any notice required or permitted to be given hereunder shall be sufficient if in writing and if hand delivered, delivered by nationally recognized overnight courier or sent by U.S. Certified Mail, postage prepaid and return receipt requested, to the party being given such notice at the following address:

Seller: American Medicorp Development Company
One Park Plaza
Nashville, TN 37203
Attn: Mr. Ron Woods,
Real Estate Department
E-mail: Ron.Woods@HCAhealthcare.com

With copies to: TMG Realty Advisors
1201 Peachtree Street, NE
Building 400, Suite 20
Atlanta, GA 30361
Attn: Mr. Tony Martin
E-Mail: tmartin@TMGrealtyadvisors.com

And
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Attn: Carla F. Fenswick, Esq.
E-Mail: Carla.Fenswick@wallerlaw.com

Purchaser:
The City of Dunwoody, Georgia
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
Attn: City Manager (with copies to City
Attorney and City Clerk)
E-Mail:
Warren.Hutmacher@dunwoodyga.gov

With copy to:
FSB FisherBroyles, a Limited Liability
Partnership
5023 Buckline Crossing
Dunwoody, GA 30338
Attn: Alison S. Woodrow, Esq.
E-mail: Woodrow@fsblegal.com

(b) Any party may change said address by giving the other party hereto notice of such change of address. Notice given as hereinabove provided shall be deemed received by the party to whom it is addressed on the date on which said notice is hand delivered, delivered by overnight courier or deposited in a U.S. Post Office sent Certified Mail, return receipt requested with proper postage affixed hereto. Notice may also be delivered by e-mail to the addresses set forth above (or to any other address designated by the applicable by written notice to the other party); provided by each fax or e-mail delivery shall be followed promptly by delivery of such notice by one of the methods described in the first sentence of Section 9(a).

10. ASSIGNMENT

Purchaser shall be entitled to assign its right, title and interest herein only with the prior written consent of Seller, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Purchaser may assign this Contract without necessity of Seller's consent to an entity which is controlled by Purchaser; provided that Seller is notified of such assignment in writing, and Purchaser shall remain liable for all obligations of Purchaser under this Contract. Any approved assignee shall expressly assume all of Purchaser's duties, obligations and liabilities hereunder.

11. SUCCESSORS AND ASSIGNS

This Contract shall bind and inure to the benefit of Seller and Purchaser and their respective successors and assigns. In no event, however, shall any assignment of Purchaser's rights under this Contract operate to release Purchaser from liability under this Contract.

12. TIME OF ESSENCE

Time is of essence of this Contract.

13. SOLE CONTRACT

This Contract constitutes the sole and entire agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Contract shall be binding unless signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

14. POSSESSION

Possession of the Property shall be granted by Seller to Purchaser at the time of Closing of this Contract.

15. SELLER'S COVENANTS

Seller agrees that during the period from the Contract Date through the Closing Date Seller will perform the following covenants:

(a) Except as Purchaser may otherwise consent in writing, until the Closing Date, unless this Contract is sooner terminated, Seller shall: (i) maintain the Property in its present condition and repair, ordinary wear and tear excepted and subject to the terms of Section 7(b) hereof; (ii) maintain the existing insurance policies for the Property and the operation thereof (and any replacements thereof) in full force and effect, (iii) not grant to any third party any interest in the Property or any part thereof or further voluntarily encumber the Property; provided, however, that this prohibition shall not apply to any back-up contract to sell the Property in the event that this Contract is terminated, (iv) not construct any improvements on, or make any material changes to, the Property and (v) not seek, consent to, or otherwise concur in any zoning variance or change without Purchaser's prior written consent.

(b) Seller will not, without the prior written consent of Purchaser, (i) enter into any operating contract that will not be fully performed by Seller on or before the Closing Date, or (ii) enter into any lease or easement for the Property.

(c) Prior to Closing, Seller will notify Purchaser of any notice received by Seller of any material change in or to the Property, promptly upon Seller's receipt thereof.

16. MISCELLANEOUS

(a) This Contract and said other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with laws of the State of Georgia (as may be amended). All disputes will be filed with the Superior Court of DeKalb County, Georgia.

(b) This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Contract. To facilitate execution of this Contract, the parties may execute and exchange by telephone facsimile or e-mailed counterparts of the signature pages; provided, however, the Purchaser and Seller shall each receive from the other within ten (10) days of the Contract Date an original, fully executed Contract.

(c) Should either party employ attorneys to enforce any of the provisions hereof, the party losing in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

(d) In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Purchaser at the Closing, Seller agrees to perform, execute and/or deliver or cause to be delivered, executed and/or delivered, but without any obligation to incur any additional liability or expense, after the Closing any and all further acts, deeds and assurances as may be reasonably necessary to consummate the transactions contemplated hereby and/or to further perfect and deliver to Purchaser the conveyance, transfer and assignment of the Property and all rights related thereto.

(e) Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Seller and Purchaser.

17. REAL ESTATE BROKER

Purchaser and Seller covenant and agree that they have dealt with no real estate broker other than TMG Realty Advisors, which represents Seller (the "Seller's Broker"), and Colliers International – Atlanta, Inc., which represents Purchaser (the "Purchaser's Broker"), in connection with the purchase and sale of the Property under the terms of this Contract and shall hold each other harmless and indemnify one another against the claims of any other real estate broker arising by virtue of any act or alleged act of said party. Seller's Broker represents

the Seller as provided in a separate agreement between the Seller's Broker and the Seller, and Seller shall be responsible for any payments due Seller's Broker. Any commission or fee due to Purchaser's Broker will be paid by Seller's Broker in accordance with a separate agreement between Seller's Broker and Purchaser's Broker.

18. **DISCLAIMER**

(a) Purchaser acknowledges and agrees that as of the expiration of the Inspection Period, Purchaser will have had the opportunity to fully inspect the Property, will have had the opportunity to make all investigations as it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters; and the character and suitability of the Property. In addition, Purchaser acknowledges and agrees that the Property is being purchased and will be conveyed "As Is" with all faults and defects, whether patent or latent, as of the Closing. There have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to Purchaser by Seller or any employee or agent of Seller, except as specifically set forth in this Contract.

(b) From and after Closing, Purchaser waives, releases, and forever discharges Seller, its directors, officers, shareholders, employees, and agents, and their respective heirs, successors, personal representatives and assigns (collectively, the "Released Parties"), of and from any and all suits, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorneys' fees and expenses of whatever kind and nature, in law or in equity, known or unknown (collectively, "Liabilities"), that Purchaser ever had, now has, or in the future may have, against any of the Released Parties, based upon, or arising directly or indirectly out of: (i) the condition, status, quality or nature of the Property; and (ii) the existence, presence or condition of the asbestos-containing material, if any, on, in or under the Property. Notwithstanding the foregoing to the contrary, however, nothing in this Section 18 shall release Seller from any act of fraud or a breach of any representation or warranty made by Seller pursuant to Section 20 below.

19. **COVENANTS AND AGREEMENTS OF SELLER.**

(a) Leasing Arrangements. During the pendency of this Agreement, Seller will not enter into any lease affecting the Property without Purchaser's prior written consent in each instance.

(b) New Contracts. During the pendency of this Agreement, Seller will not enter into any contract or agreement that will be an obligation affecting or an encumbrance on title to the Property or any part thereof subsequent to the Closing without Purchaser's prior written consent in each instance, except contracts entered into in the ordinary course of business that are terminable without cause (and without penalty or premium) on thirty (30) days (or less) notice.

20. WARRANTIES

As a material inducement to Purchaser to enter into this Contract and consummate this transaction, (a) Seller represents and warrants to Purchaser that:

- (i) Seller has not received written notice of, nor does Seller have any actual knowledge of any actual, pending or threatened action, litigation, rezoning, condemnation or proceeding in existence as of the Contract Date with respect to the Property or against the Property;
- (ii) To the best of Seller's actual knowledge, as of the Contract Date, neither the entering into of this Contract nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any agreement or restriction to which either Seller or the Property is subject. Seller has not received any written notice or claim of any violations of any covenants, restrictions, easements or other agreements of record or actually known to Seller benefitting, burdening or otherwise affecting the Property, including without limitation, the P&S Ground Lease.
- (iii) Seller has been duly organized and is validly existing as a Georgia limited liability company. Seller has the full right and authority and has obtained any and all consents required therefor to enter into this Contract. The person signing this Contract on behalf of Seller is authorized to do so. This Contract has been, and the documents to be executed by Seller pursuant to this Contract will be, authorized and properly executed and does and will constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.
- (iv) [Deleted]
- (v) Seller has not granted to any person, firm or entity any unrecorded rights in or rights to acquire all or any part of the Property, and there is no outstanding unrecorded agreement by Seller to sell all or any part of the Property to any other person, firm or entity.

(vi) To the best of Seller's actual knowledge and except (A) as listed in Exhibit D attached hereto and (B) any lease, sublease or occupancy agreement entered into by the lessee under the P&S Ground Lease, there are no leases, use agreements, operating agreements, management agreements, or other agreements or instruments in force or effect that grant to any person whomsoever or any entity whatsoever any right, title, interest or benefit in or to all or any part of the Property or any rights relating to the use, operation, management, maintenance or repair of all or any part of the Property.

(vii) [Deleted]

Seller shall promptly notify Purchaser, in writing, of any event or condition known to Seller which occurs prior to Closing hereunder and which causes a material change in the facts relating to, and the truth of, any of the above representations and warranties. At the Closing, Seller shall reaffirm and restate such representations and warranties, subject to disclosure of any changes in facts or circumstances which may have occurred since the date hereof. If any change in any foregoing representation is a material change, Purchaser may, at its option, terminate this Contract by written notice to Seller and receive a full refund of the Earnest Money.

(b) As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:

(i) Conflicts. To the best of Purchaser's knowledge, as of the Contract Date, neither the entering into of this Contract nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Purchaser of any agreement or restriction to which Purchaser is subject.

(ii) Organization and Authority. Purchaser has been duly organized and is validly existing as a municipality in the State of Georgia. Purchaser has the full right and authority and has obtained any and all consents required therefor to enter into this Contract. The person signing this Contract on behalf of Purchaser is authorized to do so. This Contract has been, and the documents to be executed by Purchaser pursuant to this Contract will be, authorized and properly executed and does and will constitute the valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms.

(c) The representations and warranties of Seller and Purchaser set forth in this Section 20 shall survive Closing.

21. SPECIAL STIPULATIONS

(a) Any condition for Purchaser's benefit herein may be waived by the Purchaser at or before Closing.

(b) In the event that the date for taking any action under this Contract (including, but not limited to, the giving of a notice of termination or closing) falls on a Saturday, Sunday or legal holiday, then such time period shall automatically be extended until 5:00 p.m. Eastern Time on the next regularly scheduled business day in Dunwoody, Georgia.

22. CONTRACT DATE

This Contract may be executed in multiple counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument. To facilitate execution of this Contract, the parties may execute and exchange by telephone facsimile or e-mailed counterparts of the signature pages; provided, however, that such e-mail delivery will be followed promptly by delivery of a copy by one of the methods described in the first sentence of Section 9(a). The "Contract Date" of this Contract shall be the date upon which the later of Seller or Purchaser to sign this Contract does so evidenced by the date beside said party's name.

23. OPTION TO PURCHASE

On the last day of the Inspection Period, unless Purchaser notifies Seller of Purchaser's intent to terminate this Contract pursuant to Section 5 hereof, Purchaser and Seller shall enter into a Real Estate Option Agreement in the form attached hereto as Exhibit E (the "Option Agreement"), whereby Seller shall convey to Purchaser, and Purchaser shall acquire from Seller, an option to purchase the parcels of real property identified as "Parcel C" and "Parcel A2" on Exhibit B to this Contract.

[Remainder of page intentionally left blank]

SELLER: American Medicorp Development Company

By: _____

Date: _____

Name: Nicholas L. Paul

Title: Vice President

Atlanta Healthcare Management, L.P.

**By: Atlanta Market GP, Inc.,
its general partner**

By: _____

Date: _____

Name: _____

Title: _____

PURCHASER: City of Dunwoody, Georgia

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT LIST

Exhibit A – Land Description

Exhibit B – Site Plan

Exhibit C – Seller’s Deliveries

Exhibit D – Service Contracts

Exhibit E – Option Agreement

Exhibit A

Description of the Land

Parcel "A1":

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 344 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY RIGHT OF WAY OF PERNOSHAL COURT BEING 60 FEET IN WIDTH AS PER PLAT BOOK 63 PAGE 16 AND THE NORTHEASTERLY RIGHT OF WAY LINE OF NORTH SHALLOWFORD ROAD BEING 80 FEET IN WIDTH AT AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF PERNOSHAL COURT NORTH 49 DEGREES 25 MINUTES 09 SECONDS EAST A DISTANCE OF 198.21 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 98.90 FEET A RADIUS OF 271.56 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 59 DEGREES 51 MINUTES 07 SECONDS EAST A DISTANCE OF 98.35 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE ALONG THE SAME CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 104.91 FEET A RADIUS OF 271.56 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 21 MINUTES 07 SECONDS EAST A DISTANCE OF 104.26 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE SOUTH 87 DEGREES 34 MINUTES 51 SECONDS EAST A DISTANCE OF 167.60 FEET TO A IRON PIN SET ON SAID RIGHT OF WAY, THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 236.91 FEET A RADIUS OF 542.96 FEET AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75 DEGREES 04 MINUTES 52 SECONDS EAST A DISTANCE OF 235.03 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE SOUTH 62 DEGREES 34 MINUTES 52 SECONDS EAST A DISTANCE OF 5.01 FEET TO A 1 INCH OPEN TOP PIPE FOUND ON SAID RIGHT OF WAY, THENCE LEAVING SAID 60 FOOT RIGHT OF WAY SOUTH 25 DEGREES 59 MINUTES 39 SECONDS WEST A DISTANCE OF 327.10 FEET TO A ½ INCH IRON PIN FOUND, THENCE ALONG THE NORTHERLY PROPERTY LINE OF NOW OR FORMERLY GABLES REALTY LTD. RECORDED IN DEED BOOK 13058 PAGE 546 NORTH 88 DEGREES 01 MINUTES 41 SECONDS WEST A DISTANCE OF 259.75 FEET TO A ½ INCH IRON PIN FOUND, THENCE SOUTH 62 DEGREES 57 MINUTES 32 SECONDS WEST A DISTANCE OF 164.65 FEET TO AN IRON PIN SET AND SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF NORTH SHALLOWFORD FORD, THENCE ALONG SAID RIGHT OF WAY NORTH 38 DEGREES 34

MINUTES 25 SECONDS WEST A DISTANCE OF 301.62 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 210,142 SQ.FT. OR 4.82 ACRES AS SHOWN ON PLAT BY HARTRAMPF, INC., DATED 06-05-07 LAST REVISED 06-10-08

Parcel "B":

[Insert legal description for Parcel "B"]

Exhibit B

[Insert site plan showing all parcels]

Exhibit C

SELLER'S DELIVERIES

- (i) Tax bills for the Property from the years 2009, 2010 and 2011, if available;
- (ii) [Deleted];
- (iii) Any environmental studies of the Property in Seller's actual possession;
- (iv) All written contracts and agreements relating to the ownership, leasing, operation, management or maintenance of the Property (the "Service Contracts") which are listed in Exhibit 2 attached hereto;
- (v) Copy of P&S Ground Lease and any amendments thereto;
- (vi) Copies of July 3, 2007 Surveys of the Land (or portions of the Land) by Hartrumpf Engineers – Architects - Surveyors; and
- (vii) Copies of any commitments for title insurance policies or title insurance policies pertaining to the Property or any portion thereof in Seller's actual possession.

Exhibit D

SERVICE CONTRACTS

- 1) Management Contract with Lincoln Harris, CSG; and
- 2) Parking Agreement dated as of August 18, 1980 between Seller (by its predecessor Charter Medical Corporation) and P&S Associates.

REAL ESTATE OPTION AGREEMENT

THIS REAL ESTATE OPTION AGREEMENT (this “**Agreement**”) made as of the date upon which the final party to execute this Agreement does so as evidenced by the date below such party’s signature (the “**Agreement Date**”) by and between Atlanta Healthcare Management, L.P. and American Medicorp Development Co. (together, “**Seller**”) and the City of Dunwoody, Georgia (“**Purchaser**”).

W I T N E S S E T H :

WHEREAS, Seller is the owner of one or more certain parcels of real property in Dunwoody, DeKalb County, Georgia, which parcels are identified as Parcel A2 and Parcel C on Exhibit A attached hereto and made a part hereof (collectively, “the **Option Property**”); and

WHEREAS, Seller desires to grant to Purchaser an option to purchase the Option Property pursuant to the terms of this Agreement; and

WHEREAS, all terms used in this Agreement with an initial capital letter which are not otherwise defined herein shall have the meanings given to such terms in the Reinstatement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, Seller and Purchaser agree as follows:

1. Grant of Option. For and in consideration of the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (the “**Option Money**”) that shall be paid to Seller within three days after the Agreement Date, Seller hereby gives and grants unto Purchaser, upon the terms and conditions hereinafter set forth, the exclusive and irrevocable right and option to purchase the Option Property (the “**Option**”). Notwithstanding any provision of this Agreement or the “Reinstatement” (as defined below) seeming to the contrary, Purchaser acknowledges and agrees that the Option Money is consideration paid to Seller in return for the Option and that therefore, the Option Money shall be non-refundable (absent Seller’s default) regardless of whether Purchaser actually purchases the Option Property. In the event Purchaser does not exercise the Option or does not otherwise purchase the Option Property, the Option Money shall be retained by Seller in full satisfaction of all obligations of Purchaser under this Agreement. In the event Purchaser elects to exercise the Option pursuant to Section 3 hereinbelow, the Option Money shall be applied to the Purchase Price in accordance with the provisions hereof.

2. Option Period. The Option may be exercised at any time from the Agreement Date up to 11:59 p.m. Eastern Time, on the first anniversary of the Agreement Date (the “**Option Period**”).

3. Exercising the Option. Purchaser shall have the right at any time during the Option Period, within its sole discretion, to exercise the Option to purchase the Option Property by giving written notice (“**Purchaser’s Option Notice**”). In the event Purchaser exercises the Option, Purchaser shall purchase the Option Property pursuant to the terms and conditions of that certain Reinstatement of and Third Amendment to Contract for Purchase and Sale (Hospital) between Seller and Purchaser, dated as of March ____, 2012 (the “**Reinstatement**”), as applicable to the Option Property. Notwithstanding the foregoing, however, Purchaser acknowledges and agrees that it has already completed its inspection and review of title and survey matters for the Option Property and that the Title Objection Deadline has expired and is of no further effect except as expressly provided otherwise in Section 4(c) of the Reinstatement. Further, Purchaser acknowledges and agrees that the Inspection Period (as defined in Section 5 of the Reinstatement) has expired and that Purchaser has no right to terminate the Reinstatement or this Agreement with respect to the Option Property; provided, however, that Purchaser may elect not to exercise the Option.

4. Purchase Price and Closing Date.

(a) Closing Date(s). Purchaser may exercise the Option only for all of the Option Property, and upon such exercise, Purchaser shall have an obligation to close its purchase of all of the Option Property. Purchaser may elect, however, to close its purchase of Parcel A2 and Parcel C on different dates by giving written notice to Seller simultaneously with Purchaser’s exercise of the Option. Purchaser will identify the date(s) by which it will close its purchase of the Option Property; provided, however, that the purchase and sale of Parcel C must close, if at all, on or before July 31, 2013 and the purchase and sale of Parcel A2 must close, if at all, on or before August 29, 2014. Closing dates for each or both of the two parcels comprising the Option Property may not be sooner than thirty (30) days after Purchaser exercises the Option with respect to such parcel. Purchaser shall not have any right to use or occupy any part of the Option Property unless and until Purchaser has closed its purchase of such part of the Option Property.

(b) Purchase Price. The purchase price for each of the two parcels (the “**Purchase Price**”) comprising the Option Property will depend on the closing dates for such parcels. The Purchase Price for each of the parcels will be as set forth on the schedule attached hereto as Exhibit B and made a part of this Agreement. The Option Money will be applied as a credit towards the applicable purchase price to be paid by Purchaser at the closing of Parcel A2.

5. Seller's Covenants. Seller hereby agrees to perform the covenants set forth in Sections 15 and 19 of the Reinstatement with respect to the Option Property.

6. Real Estate Brokers. Purchaser and Seller covenant and agree that they have dealt with no real estate broker other than TMG Realty Advisors, which represents Seller (the "Seller's Broker"), and Colliers International – Atlanta, Inc., which represents Purchaser (the "Purchaser's Broker"), in connection with the purchase and sale of the Option Property under the terms of this Agreement and the Reinstatement and shall hold each other harmless and indemnify one another against the claims of any other real estate broker arising by virtue of any act or alleged act of said party. Seller's Broker represents the Seller as provided in a separate agreement between the Seller's Broker and the Seller, and Seller shall be responsible for any payments due Seller's Broker. Any commission or fee due to Purchaser's Broker will be paid by Seller's Broker in accordance with a separate agreement between Seller's Broker and Purchaser's Broker.

7. Warranties. As a material inducement to Purchaser to enter into this Agreement and consummate the transaction contemplated herein, Seller hereby represents and warrants to Purchaser all of the representations and warranties set forth in Section 20(a) of the Reinstatement and Purchaser hereby represents and warrants to Seller all of the representations and warranties set forth in Section 20(b) of the Reinstatement. In accordance with Section 20 of the Reinstatement, Seller shall promptly notify Purchaser, in writing, of any event or condition known to Seller which occurs prior to a closing hereunder and which causes a material change in the facts relating to, and the truth of, any of the representations and warranties set forth in Section 20(a) of the Reinstatement. If any change in any such representation is a material adverse change, Purchaser may at its sole option, cancel its exercise of the Option and not close its purchase of the Option Property; provided, however that in no event shall Purchaser be entitled to receive a refund of the Option Money.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

9. Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter) hereof, and there are no oral or parol agreements existing between Seller and Purchaser relative to the subject matter hereof which are not expressly set forth herein and covered hereby.

10. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

11. Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

12. Notice. Any notice required or permitted to be delivered hereunder shall be sent and deemed received in accordance with the notice provisions of the Purchase and Sale Contract.

13. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Georgia.

14. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including attorneys' fees, witness fees and travel and lodging expenses, expended or incurred in connection therewith.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument.

17. Business Day. In the event that the date for taking any action under this Agreement (including, but not limited to, the giving of a notice of exercise) falls on a Saturday, Sunday or legal holiday, then such time period shall automatically be extended until 5:00 p.m. Eastern Time on the next regularly scheduled business day in Dunwoody, Georgia.

[Signatures appear on following page]

EXECUTED AND DELIVERED as of the Agreement Date.

SELLER: American Medicorp Development Co.

By: _____
Name: Nicholas L. Paul
Title: Vice President
Date: _____

Atlanta Healthcare Management, L.P.

**By: Atlanta Market GP, Inc.,
its general partner**

By: _____
Name: _____
Title: _____
Date: _____

PURCHASER: City of Dunwoody, Georgia

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A
Option Property

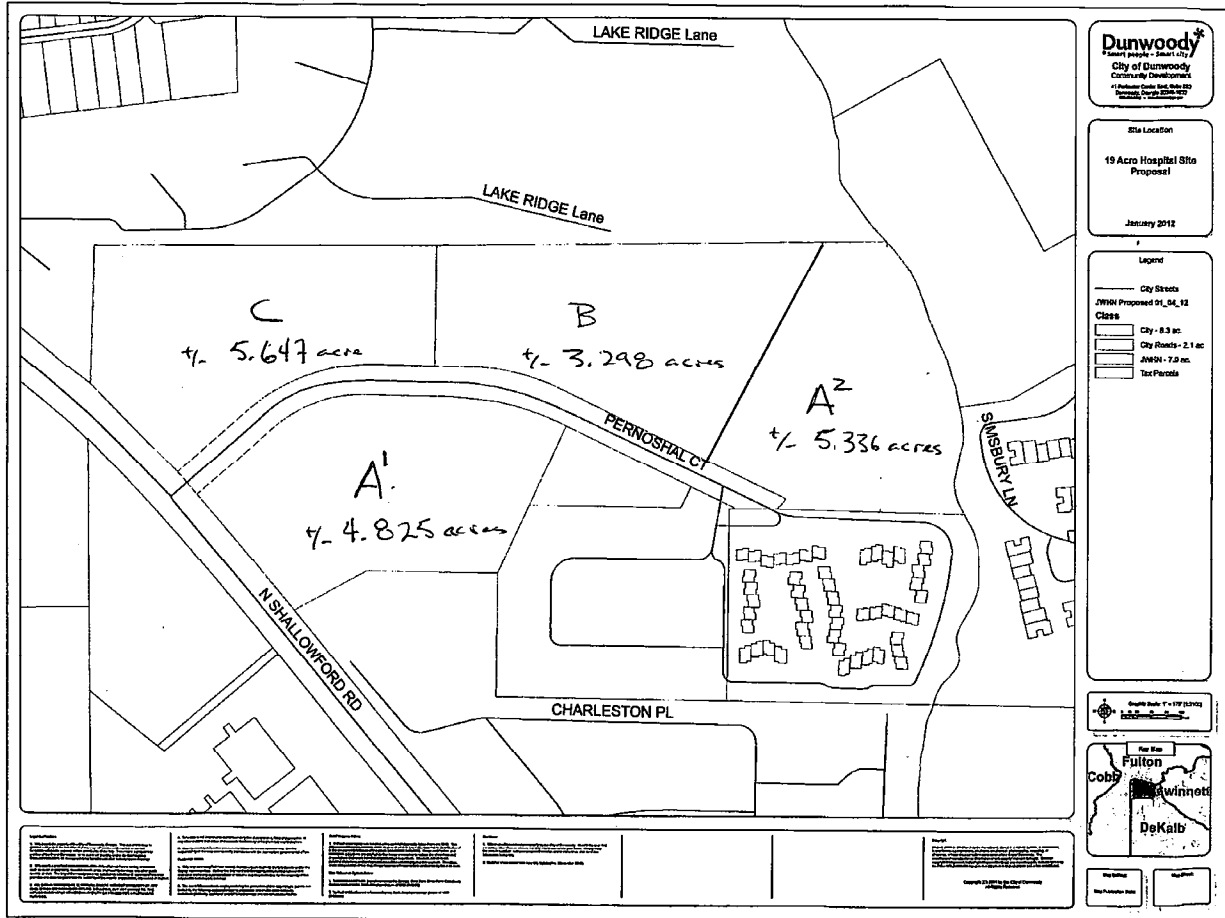


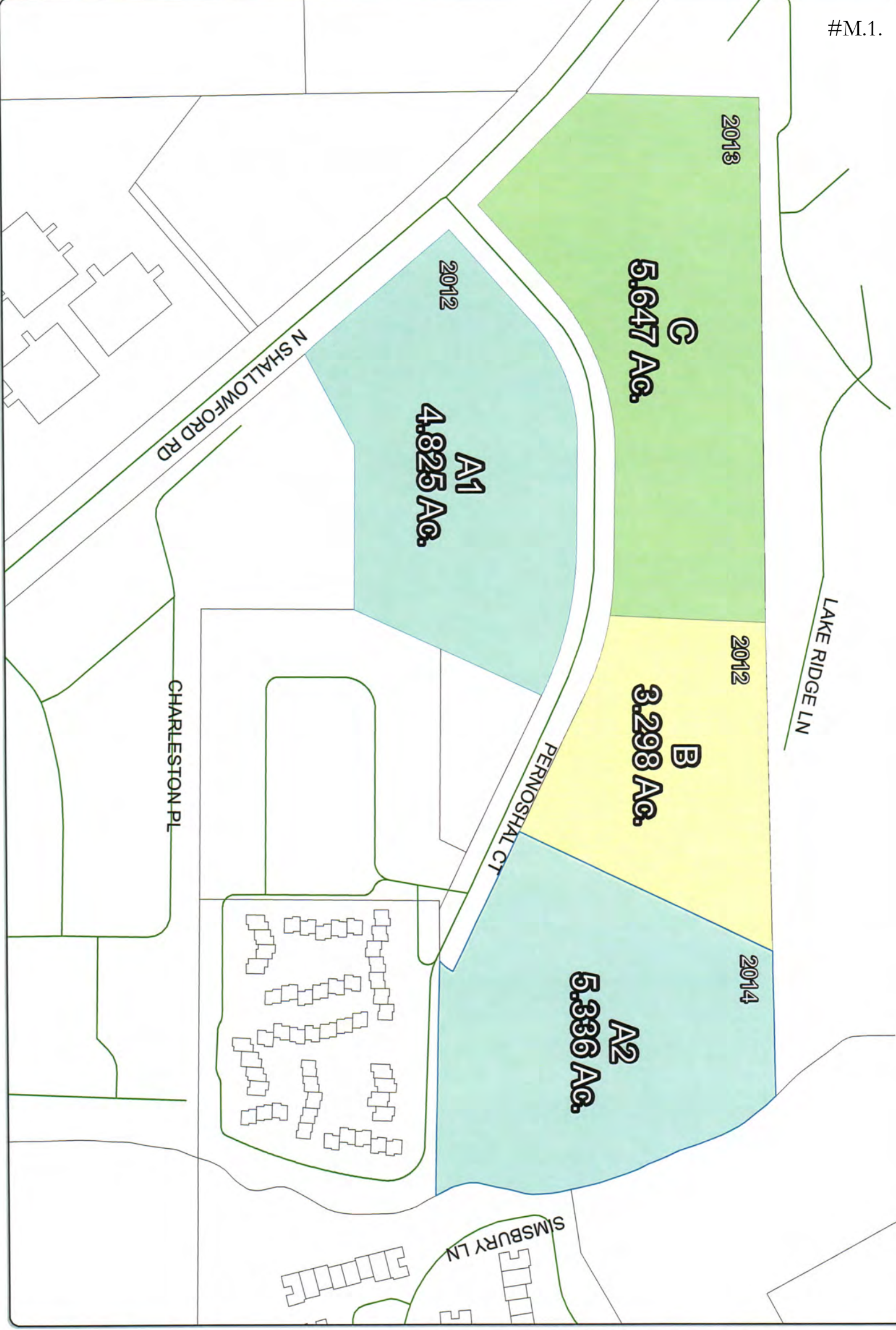
Exhibit B

Closing and Price Schedule

Closing Date	Parcel "C" Option Price
Before 7/1/2012	\$2,389,831.23
7/1/2012 – 7/31/2012	\$2,389,831.23
8/1/2012 – 8/31/2012	\$2,405,004.25
9/1/2012 – 9/30/2012	\$2,420,177.26
10/1/2012 – 10/31/2012	\$2,434,860.82
11/1/2012 – 11/30/2012	\$2,450,033.84
12/1/2012 – 12/31/2012	\$2,464,717.40
1/1/2013 – 1/31/2013	\$2,479,890.41
2/1/2013 – 2/28/2013	\$2,495,063.42
3/1/2013 – 3/31/2013	\$2,508,768.08
4/1/2013 – 4/30/2013	\$2,523,941.10
5/1/2013 – 5/31/2013	\$2,538,624.66
6/1/2013 – 6/30/2013	\$2,553,797.67
7/1/2013 – 7/31/2013	\$2,568,481.23

[continued on next page]

Closing Date	Parcel "A2" Option Price
Before 9/1/2013	\$565,861.43
9/1/2013 – 9/30/2013	\$565,861.43
10/1/2013 – 10/31/2013	\$569,326.83
11/1/2013 – 11/30/2013	\$572,907.74
12/1/2013 – 12/31/2013	\$576,373.14
1/1/2014 – 1/31/2014	\$579,954.06
2/1/2014 – 2/28/2014	\$583,534.97
3/1/2014 – 3/31/2014	\$586,769.34
4/1/2014 – 4/30/2014	\$590,350.26
5/1/2014 – 5/31/2014	\$593,815.66
6/1/2014 – 6/30/2014	\$597,396.57
7/1/2014 – 7/31/2014	\$600,861.97
8/1/2014 – 8/29/2014	\$604,327.38



Site Location
 19 Acre Hospital Site Proposal

February 2012

Legend

- City Streets
- Hospital Site**
 - A1 - 4.825 Ac.
 - A2 - 5.336 Ac.
 - B - 3.298 Ac.
 - C - 5.647 Ac.
 - Tax Parcels

Graphic Scale: 1" = 175' (1:2100)

Key Map

TRACT 1
Tax Parcel 18 334 01 010

Being all that tract or parcel of land, lying and being in Land Lot 344, of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

To find the Point of Beginning, commence at a 1"crimp top pipe found at the common corner of Land Lots 344, 345, 352 and 353 of the aforesaid District; thence, leaving the said point and running along the northern line of said Land Lot 344 and the property now or formerly owned by DeKalb–Lake Ridge, LLC, as described in a deed recorded among the Land Records of DeKalb County, Georgia in Deed Book 17650, Page 759, North 89° 50' 23" East, 838.08 feet to a 1/2" rebar found at the True Point of Beginning of the herein described tract or parcel of land;

thence, leaving said Point of Beginning and continuing along the aforesaid northern line of Land Lot 334, North 89° 06' 36" East, 500.68 feet; thence, leaving the northern line of Land Lot 334 and running along the property now or formerly owned by Atlanta Healthcare Management LTD, as described in a deed recorded among the aforesaid Land Records in Deed Book 10472, Page 798, South 25° 22' 55" West, 442.28 feet to the northerly Right of Way Line of Pernoshal Court (having a 60 feet wide right of way); thence, running along the said line of Pernoshal Court the following courses and distances: North 64° 07' 05" West, 212.70 feet; thence, 174.82 feet along the arc of a curve deflecting to the left, having a radius of 602.96 feet and a chord bearing and distance of North 72° 25' 27" West, 174.21 feet; thence, leaving the aforesaid line of Pernoshal Court and running along the property now or formerly owned by Atlanta Healthcare Management LTD, as described in a deed recorded among the aforesaid Land Records in Deed Book 10472, Page 798, North 10° 40' 06" East, 250.69 feet to a 1/2" rebar, and the Point of Beginning.

Containing 143,276 square feet or 3.2892 Acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

Link to Project Renaissance Information and Documents:

http://www.dunwoodyga.gov/Departments/community_development/projectrenaissance.aspx