

**FOURTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (“Amendment”) is made and entered into as of this ____ day of ____, 2022 by and between SHG Dunwoody, LLC, a North Carolina limited liability company, via assignment from Summit Healthcare Group, LLC, a North Carolina limited liability company (“Purchaser”) and City of Dunwoody, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia (“Seller”).

WITNESSETH:

WHEREAS, Purchaser and Seller entered into that certain Purchase and Sale Agreement with an Effective Date of August 2, 2021, as amended and assigned (collectively, the “Agreement”), whereby Seller agreed to sell, and Purchaser agreed to purchase, subject to the terms and conditions stated in the Agreement, all of Seller's right, title and interest in and to the Property, as more particularly described in the Agreement; and

WHEREAS, the Seller and Purchaser have agreed to amend certain provisions of the Agreement as more particularly set forth below.

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

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the meaning given them in the Agreement.
2. Section 2 of the Agreement shall be deleted and replaced with the following:

“The purchase price for the Property, hereinafter called the “Purchase Price” shall be \$7,780,000.00; provided, however, if the Closing shall not occur on or before August 31, 2022, the Seller shall provide the Purchaser with a \$25,000.00 credit at Closing. The Purchase Price, subject to the prorations and adjustments hereinafter described, shall be paid by Purchaser to Seller on the Closing Date by wire transfer to an account designated by Seller, or other payment medium acceptable to Seller.”
3. Section 7(a)(1) shall be deleted and replaced with the following:

“The Closing shall take place on the earlier of June 1, 2023 or within ten (10) Business Days after Seller’s satisfaction of all conditions to Purchaser’s obligation to close on the purchase, including, but not limited to, the conditions set forth in Section 8(k).”
4. Pursuant to Section 7(a)(2) of the Agreement, as detailed in the Third Amendment

to the Purchase and Sale Agreement, the Seller has duly complied with the requirements of O.C.G.A § 36-37-6 including but not limited to: (i) the publication of the notice of proposed sale and the terms thereof in a newspaper of general circulation in the City of Dunwoody; and (ii) the opening of the tendered bids in public on June 17, 2022, as set forth in the aforesaid notice. The Seller acknowledges and represents that the Purchaser was the sole bidder on June 17, 2022, the Purchaser's bid met the terms set forth in the published notice, and Purchaser has been selected by the City as the "purchaser" of the Property. In accordance with Section 7(a)(2), the Seller specifically reaffirms and ratifies the representations set forth in Section 8(a) of the Agreement regarding its right, power, authority, discretion and power to sell the Property in accordance with the terms of this Agreement.

5. A new Section 8(k) shall be added as follows:

"It shall be a condition to Purchaser's obligation to close on the purchase of the Property that: (a) the existing building on the 4553 Parcel is unencumbered by the rights of any party other than Seller and (b) Seller has full and complete possession of the 4553 Parcel building obtained through either: (i) the lawful dispossession of any person or entity occupying any portion of the 4553 Parcel building as effected by the Sheriff pursuant to court ordered writs of possession, and/or (ii) the voluntary relinquishment by any person or entity occupying any portion of the 4553 Parcel building of all their rights to, interests in, and possession thereof."

6. A new Section 8(l) shall be added as follows:

"Seller shall enter into a license or similar encroachment agreement with the Purchaser at Closing, allowing the two existing monument signs located within the right of way of North Shallowford Rd. to be retained by the Seller at Closing, to remain in their current location and providing Purchaser, its successors and assigns, with the right to access, repair, maintain and replace the signs as needed. If the City widens or otherwise improves the right of way of North Shallowford Rd. Purchaser or its successor in interest shall remove the signs."

7. In the event of any conflict between the provisions of the Agreement and this Amendment, this Amendment shall control.
8. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be duly executed on its behalf as of the day and year first above written.

PURCHASER:

SHG DUNWOODY, LLC,
A North Carolina limited liability company

By: Summit Healthcare Group, LLC,
A North Carolina limited liability
company

By: _____
Name: Joseph S. Joseph, Jr.
Title: Manager

**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]**

SELLER:

**THE CITY OF DUNWOODY,
GEORGIA**, a municipal corporation
Of the State of Georgia

By: _____
Lynn Deutsch
Its: Mayor

Attest:

By: _____
Sharon Lowery
Its: City Clerk

[CORPORATE SEAL OF SELLER]

Read and Approved:

By: Kenneth R. Bernard, Jr.
Its: City Attorney



COMMITMENT FOR TITLE INSURANCE
Issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

Issued By: _____
Authorized Signatory

Calloway Title and Escrow, LLC
4170 Ashford Dunwoody Rd Ne Ste 525
Atlanta, GA 30319-1400
Tel: 770-698-7960
Fax: 770-698-7999

By: 

President

Attest: 

Secretary

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- b. "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- d. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- h. "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
- f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- c. Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE-5/24/22-kg-CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A

COMMITMENT NO. 2-38849(R6)	EFFECTIVE DATE OF COMMITMENT: April 27, 2022 at 5:00 p.m.
YOUR NO. 8940.019	4553 AND 4555 N. SHALLOWFORD ROAD

PREPARED FOR: Adrienne F Edmonds
SCHELL BRAY PLLC

INQUIRIES SHOULD BE DIRECTED TO: CALLOWAY TITLE AND ESCROW, LLC
4170 ASHFORD-DUNWOODY ROAD
SUITE 525
ATLANTA, GEORGIA 30319
(770) 698-7960

- | | |
|-------------------------------------|-----------------|
| 1. POLICY OR POLICIES TO BE ISSUED: | AMOUNT |
| * ALTA OWNERS POLICY – (6/17/06) | \$44,927,000.00 |
| PROPOSED INSURED: | |

SHG Dunwoody, LLC, a North Carolina limited liability company

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

City of Dunwoody, Georgia, a Georgia municipal body by virtue of that certain Limited Warranty Deed recorded in Deed Book [23098, Page 743](#), Records of DeKalb County, Georgia.

4. The land referred to in this Commitment is located in the County of DeKalb, State of Georgia, and described as follows:

ALL THAT TRACT or parcel of land lying and being in Land Lot 344 of the 18th District of DeKalb County, Georgia, being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and the counter-signature by the Company or its issuing agent that may be in electronic form.

COMMITMENT NO.
2-38849(R6)

PART I, SCHEDULE B

I. ALL OF THE FOLLOWING REQUIREMENTS MUST BE MET:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

LIMITED WARRANTY DEED from City of Dunwoody, Georgia, a Georgia municipal body to SHG Dunwoody, LLC, a North Carolina limited liability company conveying title to subject property.

If a current, accurate survey is provided in conjunction with this transaction, and the new survey legal description is to be insured, in addition to the above, the execution, delivery and recordation of a Quit Claim Deed will be required to convey subject property by virtue of current survey legal description.

This instrument must be executed pursuant to proper authority, and the Company must be furnished satisfactory documentary proof thereof.

5. Payment to or for the grantor of the full consideration for the estate or interest to be insured.
6. Proof satisfactory to the Company of compliance with OCGA 36-37-6 relating to the sale of municipal property.
7. [INTENTIONALLY OMITTED]
8. [INTENTIONALLY OMITTED]
9. [INTENTIONALLY OMITTED]
10. [INTENTIONALLY OMITTED]

COMMITMENT NO.
2-38849(R6)

PART I, SCHEDULE B (CONTINUED)

11. Pursuant to Georgia House Bill 694, it is now required that all documents submitted for recording in the real property records of DeKalb County make reference to the Tax Map Reference Number associated with the land contained therein, in the upper left corner of the first page of the instrument one (1) inch from the top.
12. Proof satisfactory to the Company that any and all water bills associated with subject property have been paid in full through the date of closing.

NOTE: This requirement cannot be satisfied solely by the production of an affidavit from the seller or borrower, but requires separate verification with the appropriate county, municipality and/or service providers.
13. The Company must be furnished proof in affidavit form as to who is in possession of the subject property and under what claim. Upon receipt of such proof, Item 2(a) of Part II below will be deleted or amended in accordance with the facts revealed thereby.
14. The Company must be furnished a current accurate survey and surveyor's inspection report on the subject property. Upon receipt of same, Items 2(b) and 2(c) of Part II below will be deleted or amended in accordance with the facts shown thereby.
15. The Company must be furnished satisfactory proof in affidavit form that improvements and/or repairs or alterations to the property are completed; that contractor, subcontractors, laborers and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor and material; or receipt of proof satisfactory to the Company that no improvements or repairs were made on the property within 95 days preceding the filing for record of the instruments required at Item 4 above. Upon receipt of this proof, Item 2(d) of Part II below will be deleted or amended in accordance with the facts shown thereby.
16. Proof satisfactory to the Company that all taxes or special assessments, including water bills, which are not shown as existing liens on the public records are paid in full at the time of closing. Upon receipt of such proof, Item 2(e) of Part II below will be deleted or amended in accordance with the facts shown thereby.
17. Satisfactory proof to the Company in affidavit form that there are no rights, interest or claim that may exist, arise or be asserted under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.

COMMITMENT NO.
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PART I, SCHEDULE B (CONTINUED)

18. Satisfactory proof in affidavit form from both the Seller and from the Buyer (or Borrower if there is no sale involved) i.) that no Broker's services have been engaged with regard to the management, sale, purchase, lease, option or other conveyance of any interest in the subject commercial real estate and ii.) that no notice(s) of lien for any such services has been received. In the event that said affidavit(s) contain any qualification with respect to any such services, proof of payment in full for all such services, together with a lien waiver or estoppel letter from such identified Broker(s) must be obtained.

NOTE: Where the possibility of a right to file a Broker's Lien(s) is determined and no lien waiver(s) nor Estoppel Letter(s) is furnished to the Company, an exception as follows will be taken in the final policy:

"Any Broker's lien, or right to a Broker's lien, imposed by law."

FOR YOUR INFORMATION:

State, County and City of Dunwoody taxes for the year 2021 are exempt under Map Reference Nos. 18-344-01-007 and 18-344-01-009.

State, County and City of Dunwoody Stormwater Fee for the year 2021 were paid on September 30, 2021 in the amount of \$2,274.30, under Map Reference No. 18-344-01-009, on 2.83 acres.

State, County and City of Dunwoody Stormwater Fee for the year 2021 were paid on September 30, 2021 in the amount of \$1,394.45, under Map Reference No. 18-344-01-007, on 1.99 acres.

There were no back taxes due.

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PART II, SCHEDULE B

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

II. SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the public records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
2. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
 - (d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (e) Taxes or special assessments which are not shown as existing liens by the public records.
3. Special Exceptions:
 - (a) All taxes for the year 2022 and subsequent years.
 - (b) [INTENTIONALLY OMITTED]
 - (c) This Policy insures the location of the boundary lines of subject property, but does not insure the engineering calculations in computing the exact amount of acreage contained therein.
 - (d) [INTENTIONALLY OMITTED]
 - (e) Rights of tenants in possession under unrecorded leases.

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PART II, SCHEDULE B (CONTINUED)

(f) Deed to Secure Debt from SHG Dunwoody, LLC, a North Carolina limited liability company to DOC-Dunwoody Medical Campus, LLC, a Wisconsin limited liability company, dated May ____, 2022, filed for record May ____, 2022 at __:__.m., recorded in Deed Book ____, Page ____, Records of DeKalb County, Georgia.

(g) Easement from T. M. Donaldson to Georgia Power Company, dated April 25, 1939, filed for record November 6, 1939 at 2:00 p.m., recorded in Deed Book [503, Page 594](#), aforesaid Records.

NOTE: By letter dated October 6, 2021, the Georgia Power Company claims no further interest in the above mentioned easement, except the right to operate, maintain, rebuild and renew its existing facilities and equipment within its presently maintained right-of-way.

(h) [INTENTIONALLY OMITTED]

(i) [INTENTIONALLY OMITTED]

(j) Easements as contained in that certain Right of Way Deed from J. W. Donaldson to DeKalb County, a political subdivision of the State of Georgia, dated August 13, 1963, filed for record August 14, 1963 at 12:00 Noon, recorded in Deed Book [1798, Page 658](#), aforesaid Records.

(k) [INTENTIONALLY OMITTED]

(l) Permit for Anchors, Guy Poles and Wires from J. W. Donaldson to Georgia Power Company, a corporation, dated December 8, 1964, filed for record March 4, 1965 at 9:46 a.m., recorded in Deed Book [1968, Page 41](#), aforesaid Records.

NOTE: By letter dated October 6, 2021, the Georgia Power Company claims no further interest in the above mentioned easement, except the right to operate, maintain, rebuild and renew its existing facilities and equipment within its presently maintained right-of-way.

(m) Sewer Easement from DeKalb Community Company to DeKalb County, Georgia, dated February 20, 1969, filed for record March 4, 1969 at 2:45 p.m., recorded in Deed Book [2403, Page 35](#), aforesaid Records.

(n) [INTENTIONALLY OMITTED]

COMMITMENT NO.
2-38849(R6)

PART II, SCHEDULE B (CONTINUED)

- (o) Easements as contained in that certain Right of Way Deed from Pernoshal-39 Company to DeKalb County, a political subdivision of the State of Georgia, dated November 21, 1969, filed for record January 20, 1970 at 9:06 a.m., recorded in Deed Book [2500, Page 247](#), aforesaid Records.
- (p) Easement from Charter Medical Const. Co. to Georgia Power Company, dated January 28, 1972, filed for record March 8, 1972 at 9:28 a.m., recorded in Deed Book [2783, Page 69](#), aforesaid Records.

NOTE: By letter dated October 6, 2021, the Georgia Power Company claims no further interest in the above mentioned easement, except the right to operate, maintain, rebuild and renew its existing facilities and equipment within its presently maintained right-of-way.

- (q) [INTENTIONALLY OMITTED]
- (r) Lease as evidenced by that certain Short Form Ground Lease by and between Charter Medical Corporation, a Delaware corporation ("Landlord") and P & S Associates, a Georgia limited partnership ("Tenant"), dated as of November 15, 1977, filed for record July 1, 1980 at 1:51 p.m., recorded in Deed Book [4290, Page 407](#), aforesaid Records.
- (s) Parking Contract by and between Charter Medical Corporation, a Delaware corporation ("Landlord") and P & S Associates, a Georgia limited partnership ("Tenant"), dated August 18, 1980, filed for record September 2, 1980 at 8:34 a.m., recorded in Deed Book [4327, Page 266](#), aforesaid Records.
- (t) Right of Way Easement from Atlanta MOB, Inc. to Bell South Telecommunications, Inc., D/B/A Southern Bell Telephone and Telegraph Company, dated May 17, 1993, recorded in Deed Book [7677, Page 308](#), aforesaid Records.
- (u) Declaration of Maintenance Agreement for Existing Private Storm Sewers by American Medicorp Development Co., a Delaware corporation, dated September 18, 2008, filed for record October 7, 2008 at 2:19 p.m., recorded in Deed Book [21081, Page 425](#), aforesaid Records.
- (v) Declaration of Maintenance Agreement for Existing Private Sanitary Sewers by American Medicorp Development Co., a Delaware corporation, dated September 18, 2008, filed for record October 7, 2008 at 2:19 p.m., recorded in Deed Book [21081, Page 437](#), aforesaid Records.

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PART II, SCHEDULE B (CONTINUED)

(w) [INTENTIONALLY OMITTED]

(x) Underground Easement from City of Dunwoody, Georgia to Georgia Power Company, dated August 13, 2015, filed for record September 29, 2015 at 11:39 a.m., recorded in Deed Book [25181, Page 61](#), aforesaid Records.

NOTE: By letter dated October 6, 2021, the Georgia Power Company claims no further interest in the above mentioned easement, except the right to operate, maintain, rebuild and renew its existing facilities and equipment within its presently maintained right-of-way.

(y) [INTENTIONALLY OMITTED]

(z) [INTENTIONALLY OMITTED]

(aa) [INTENTIONALLY OMITTED]

(bb) [INTENTIONALLY OMITTED]

(cc) [INTENTIONALLY OMITTED]

(dd) Those matters as disclosed by that certain survey entitled "ALTA/NSPS Land Title Survey To: SHG Dunwoody, LLC, a North Carolina limited liability company; DOC-Dunwoody Medical Campus, LLC; and Calloway Title and Escrow, LLC", prepared by GeoSurvey, bearing the seal and certification of Craig A. Jennings, Georgia Registered Land Surveyor No. 3043, dated April 25, 2022, being designated as GS Job No. 20217131, as follows:

(1) [INTENTIONALLY OMITTED]

(2) Water lines crossing the northwesterly and southwesterly boundary lines of subject property;

(3) Power lines with guy wires and poles crossing the northwesterly and southwesterly boundary lines of subject property;

(4) Eighteen (18") inch reinforced concrete pipe crossing the northerly boundary line of subject property;

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PART II, SCHEDULE B (CONTINUED)

- (5) Underground communication lines crossing the northerly and southwesterly boundary lines of subject property;
- (6) Flume crossing the northerly boundary line of subject property;
- (7) Underground electric line crossing the northerly boundary line of subject property;
- (8) Clean outs crossing the easterly boundary line of subject property;
- (9) Concrete flume crossing the easterly boundary line of subject property;
- (10) Fence meandering along and crossing the easterly and southeasterly boundary lines of subject property; and
- (11) Signs crossing the southwesterly boundary line of subject property and encroaching into the Right-of-Way of Shallowford Road.

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EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Dunwoody in Land Lot 344 of the 18th District, Dekalb County Georgia and being more particularly described as follows.

Beginning at a 5/8-inch rebar set at the north side of the future mitered intersection of the eastern right of way of North Shallowford Road having an future variable right of way and the southern right of way of Pernoshal Court having a future variable right of way and thence run along said future right of way North 47 degrees 54 minutes 38 seconds East, a distance of 167.71 feet to a point; thence continue along a curve to the right, said curve having an arc length of 50.97 feet with a radius of 261.94 feet, being subtended by a chord bearing of North 53 degrees 29 minutes 03 seconds East, a distance of 50.89 feet to a 5/8 inch rebar set; thence continue along said future right of way North 40 degrees 16 minutes 09 seconds West, a distance of 9.75 feet to a 5/8"rebar set on the existing right of way of Pernoshal Court; thence continue along a curve to the right, said curve having an arc length of 47.67 feet with a radius of 271.56 feet, being subtended by a chord bearing of North 63 degrees 45 minutes 14 seconds East, a distance of 47.61 feet to a 5/8 inch rebar set; thence continue along a curve to the right, said curve having an arc length of 104.87 feet with a radius of 271.56 feet, being subtended by a chord bearing of North 79 degrees 50 minutes 49 seconds East, a distance of 104.22 feet to a 5/8 inch rebar set; thence continue South 89 degrees 05 minutes 22 seconds East, a distance of 165.15 feet to a 5/8 inch rebar set; thence along a curve to the right, said curve having an arc length of 236.91 feet with a radius of 542.96 feet, being subtended by a chord bearing of South 76 degrees 35 minutes 22 seconds East, a distance of 235.04 feet to a 5/8 inch rebar set; thence continue South 64 degrees 05 minutes 22 seconds East, a distance of 8.34 feet to a 5/8 inch rebar set; thence leaving said right of way and run South 24 degrees 26 minutes 29 seconds West, a distance of 176.50 feet to a 5/8 inch rebar set; thence South 24 degrees 39 minutes 37 seconds West, a distance of 150.58 feet to a 5/8 inch rebar set; thence North 89 degrees 27 minutes 51 seconds West, a distance of 259.98 feet to a 5/8 inch rebar set; thence South 61 degrees 35 minutes 34 seconds West, a distance of 156.66 feet to a 5/8 inch rebar set on the future right of way of North Shallowford Road; thence run along said future right of way North 39 degrees 58 minutes 49 seconds West, a distance of 268.63 feet to a 5/8 inch rebar set on the south sid of said future miter; thence run along said future miter North 01 degrees 00 minutes 37 seconds East, a distance of 35.02 feet to a 5/8 inch rebar set and the Point of Beginning.

Said tract or parcel contains 4.726 Acres.