

PURCHASE AND SALE AGREEMENT
(Doyal and GDOT Property – Gwinnett)

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made and entered into as of this ____ day of _____, 2021 (the “**Effective Date**”), by and between **NORTHSIDE HOSPITAL, INC.**, a Georgia non-profit corporation (hereinafter referred to as “**Purchaser**”); and the **CITY OF LAWRENCEVILLE, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter referred to as “**Seller**”).

RECITALS:

WHEREAS, Seller is the owner of that certain real property comprised of approximately 1.45 acres located in Gwinnett County, Georgia, and being identified as Tax Parcel Number R7008 003B, and being more particularly depicted on **Exhibit A-1** attached hereto and made a part hereof (hereinafter referred to as the “**Original Doyal Land**”);

WHEREAS, Purchaser desires to acquire, and Seller has agreed to convey to Purchaser an approximately 1.33-acre portion of the Original Doyal Land, as more particularly depicted in green on **Exhibit A-1** attached hereto and made a part hereof (hereinafter referred to as the “**Doyal Acquisition Land**” and, together with the Improvements and Ancillary Property Interests, both as hereafter defined, thereon or otherwise applicable thereto, the “**Doyal Acquisition Property**”);

WHEREAS, Seller is in negotiations with the Georgia Department of Transportation (“**GDOT**”) to acquire approximately 0.359 acres of excess right-of-way located between Tax Parcel Numbers R7008 058 and R7008 003B, as more particularly depicted on **Exhibit A-2** attached hereto and made a part hereof (hereinafter referred to as the “**GDOT Land**” and, together with the Improvements thereon and Ancillary Property Interests applicable thereto, the “**GDOT Property**”);

WHEREAS, the Doyal Acquisition Land and the GDOT Land are hereinafter collectively referred to as the “**Land**”; and

WHEREAS, Purchaser desires to acquire the Property (as hereinafter defined), and Seller has agreed to convey the Property to Purchaser, all in accordance with the terms and conditions of this Agreement.

FOR AND IN CONSIDERATION of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, the following, all on the terms and conditions of this Agreement:

- (a) the Land;
- (b) any and all improvements located on the Land (the “**Improvements**”);

(c) all easements, variances, water rights, mineral rights, and other rights appurtenant to the Land or Improvements;

(d) reserved;

(e) any and all paid development fees, impact fee credits, water, sewer, or other utility tap rights, sewer reservation rights, paid meter or service fees, or other rights that have been reserved with, or amounts that have been paid to, any governmental authority in connection with any development of the Land or any utility service provided to the Land or Improvements; and

(f) all licenses, permits, approvals, and entitlements relating to the Land or Improvements.

The property rights described in (c), (e), and (f) above are hereinafter collectively referred to as the “**Ancillary Property Interests**”. The Land, the Improvements, and the Ancillary Property Interests are hereinafter collectively referred to as the “**Property**”.

SECTION 1. PURCHASE PRICE AND METHOD OF PAYMENT; EARNEST MONEY:

1.01. **Purchase Price.** The purchase price for the Property shall be the sum of ONE MILLION THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,300,000.00) (the “**Purchase Price**”). If Seller is delayed in acquiring or unable to acquire the GDOT Property, there will be no adjustment to the Purchase Price.

1.02. **Payment of Purchase Price.** Purchaser shall pay the Purchase Price to Seller in cash at Closing (as hereinafter defined) by wire transfer deposited to an account designated by Seller, subject to the adjustments, prorations and credits as herein provided.

1.03. **Earnest Money.** Within five (5) Business Days (as hereinafter defined) following the Effective Date, Purchaser will deliver the sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) (the “**Earnest Money**”) by wire transfer to Hughes, White & Kralicek, P.C. (the “**Escrow Agent**”). The Earnest Money shall be held in escrow by Escrow Agent pursuant to the escrow agreement, a copy of which is attached hereto as **Exhibit B** and made a part hereof (the “**Escrow Agreement**”).

(a) The Earnest Money shall be refundable to Purchaser as follows:

i. In the event Purchaser terminates this Agreement on or prior to the expiration of the Inspection Period (as hereinafter defined), Purchaser shall receive a full refund of the Earnest Money; and

ii. In the event Purchaser does not terminate this Agreement on or prior to the expiration of the Inspection Period, Purchaser shall receive a full refund of the Earnest Money in the event (a) Purchaser elects to terminate this Agreement due to a default by Seller hereunder or otherwise exercises a termination right afforded to Purchaser under this Agreement, (b) any one of Purchaser Closing Conditions (as hereinafter defined) is not satisfied or waived by Purchaser in writing by its respective deadline, (c) Purchaser elects to terminate this Agreement

due to any material casualty or condemnation affecting the Property or any portion thereof as provided in this Agreement, or (d) Purchaser elects to terminate this Agreement as a result of a matter of title or survey pursuant to Section 2.02 hereof.

(b) The Earnest Money shall be applied to the Purchase Price at Closing for the benefit of Purchaser or released as otherwise provided in this Agreement.

SECTION 2. TITLE AND SURVEY:

2.01. Purchaser shall obtain (a) a commitment for title insurance on the Doyal Acquisition Land and Improvements thereon (the “**Title Commitment**”) issued by a title insurance company acceptable to Purchaser (the “**Title Company**”), together with copies of all items shown as exceptions on the Title Commitment, and (b) a survey of the Doyal Acquisition Land (the “**Survey**”), which shall be prepared by a surveyor selected by Purchaser. Purchaser shall have the right, but not the obligation, to obtain a (i) a commitment for title insurance on the GDOT Land and Improvements thereon issued by a Title Company, and (b) a survey of the GDOT Land and Improvements (the “**GDOT Survey**”), which shall be prepared by a surveyor selected by Purchaser.

2.02. Purchaser shall have until the expiration of the Inspection Period to provide written notice to Seller of any matters shown by the Title Commitment or Survey which are not satisfactory to Purchaser (the “**Title Notice**”). Within ten (10) days following Seller’s receipt of Purchaser’s Title Notice, Seller shall provide Purchaser with written notice (the “**Seller’s Reply Notice**”) of those title and Survey matters set forth in the Title Notice which Seller agrees to cure or to cause to be cured at or prior to Closing (and Seller shall then be obligated for such cure on or prior to Closing). In the event that Seller fails to provide a Seller’s Reply Notice within such ten (10)-day period, Seller shall be deemed to have agreed not to cure any of such title or Survey matters set forth in the Title Notice. Purchaser’s sole right with respect to those matters which Seller does not agree to cure in Seller’s Reply Notice, or which Seller shall be deemed to have agreed not to cure, shall be (a) to elect on or before Closing to waive such objections or (b) to terminate this Agreement by written notice to Seller, and receive a full refund of the Earnest Money, whereby Purchaser shall have no further obligations or liabilities relating to the Property subject to such termination, except as expressly set forth herein. Notwithstanding anything to the contrary stated in the immediately preceding sentence or this Section 2.02, Seller shall be obligated to cure on or before Closing all title and Survey matters of a monetary nature affecting the Property, including, without limitation, all valid security deeds, mortgages, financing statements, and similar financial instruments (collectively, the “**Monetary Liens**”).

2.03. After the Effective Date, Seller shall not cause or permit any new encumbrances to appear of record affecting the Property (“**After-Occurring Encumbrances**”). Purchaser shall have the right to amend its Title Notice at any time to reflect After-Occurring Encumbrances. Seller shall be obligated to cure, at or prior to Closing, any After-Occurring Encumbrance that is caused or permitted by Seller, otherwise, the provisions of Section 2.02 shall apply to any amendment by Purchaser of its Title Notice to reflect After-Occurring Encumbrances as well as to Seller’s obligation to provide a Seller’s Reply Notice with respect to such amendment.

SECTION 3. CONDITIONS PRECEDENT TO CLOSING:

3.01. Purchaser's obligation to close the acquisition of the Property pursuant to this Agreement shall be conditioned on the following (collectively, the "**Purchaser Closing Conditions**"):

(a) No material adverse change in the condition of the Property shall have occurred since the Effective Date.

(b) All of Seller's covenants and obligations contained in this Agreement shall have been performed by Seller in all material respects as of Closing. All of Seller's representations and warranties shall be true and correct in all material respects as of the Effective Date and at Closing.

(c) The Title Company shall be irrevocably committed to issue an owner's title insurance policy in form and substance satisfactory to Purchaser for the Doyal Acquisition Property, which insures good and marketable fee simple title to the Doyal Acquisition Property, subject only to those exceptions permitted pursuant to Section 2 hereof.

(d) Purchaser shall have obtained all authority and approvals necessary for Purchaser, including, without limitation, all regulatory and board approvals and governmental determinations, to undertake the obligations contained herein and to consummate the Closing contemplated hereby.

(e) No later than three (3) Business Days prior to Closing, Purchaser and Escrow Agent shall have received evidence of all required consents and approvals, if any, by Seller to the transaction contemplated herein.

(f) Seller shall have provided payment (either prior to Closing or as a disbursement on the Closing Statement out of the Purchase Price payable to Seller) for all Monetary Liens so that the same may be satisfied and released at or prior to Closing.

(g) Seller shall have terminated any and all leases or other occupancy agreements permitting any third party to occupy all or any portion of the Property, and Seller shall have caused any such tenants or parties in possession to vacate the Property, all at Seller's sole cost and expense.

(h) The Doyal Acquisition Land shall have been legally subdivided from the remainder of the Original Doyal Land (including the recording of a major or minor subdivision plat, as applicable) such that the Doyal Acquisition Land exists as a distinct and legal tax parcel (the "**Subdivision**"). Purchaser, at Purchaser's expense, shall pursue the Subdivision. Seller shall cooperate with Purchaser's efforts to secure the Subdivision.

If any of the above conditions precedent to Purchaser's obligation to close has not been satisfied as of the Closing or as of the applicable due dates noted in such condition, Purchaser may (i) terminate this Agreement by written notice to Seller and receive a full refund of the Earnest Money, whereby Purchaser shall have no further obligations or liabilities under this Agreement, except as expressly set forth herein, (ii) extend the Closing or due date of the performance of the applicable

condition by written notice to Seller for a reasonable period of time to allow for the satisfaction of the condition (and, if Purchaser requests, in its sole discretion, Seller and Purchaser shall enter into an amendment to this Agreement to evidence the extension), or (iii) waive the condition, in whole or in part, and consummate the Closing contemplated hereby. If the Purchaser elects to extend the Closing or due date for performance, and at the end of such extended period of time, the applicable condition still has not been satisfied, Purchaser may elect to exercise the remedies set forth in items (i) or (iii) in the immediately preceding sentence.

SECTION 4. INSPECTIONS:

4.01. Subject to the terms of this Agreement, prior to Closing, Purchaser, its engineers, surveyors, agents and representatives shall have the right to go on the Property at reasonable hours to inspect and survey the Property and to conduct relevant studies for the use and development of the Property. Without limiting the foregoing, Purchaser may conduct tests, inspections, and studies, and to make other determinations which, in the sole opinion of Purchaser, are necessary to determine the condition of the Property. Seller previously provided Purchaser with a copy of that certain Limited Phase II Environmental Assessment SR-120/SR-316 Slip Ramp to Medical Center Boulevard, Gwinnett County, Georgia dated July 23, 2018 prepared by United Consulting for Wolverton and Associates, Inc. Seller makes no warranties or representations as to the truth and/or accuracy of the environmental report. Purchaser shall conduct any and all inspections and testing it deems necessary to determine the environmental condition of the Property. On or prior to the date that is sixty (60) days from and after the Effective Date (the “**Inspection Period**”), Purchaser shall have the right to terminate this Agreement for any reason or no reason by delivering written notice to the Seller, in which event the Purchaser shall receive a full refund of all the Earnest Money.

4.02. Seller hereby represents to Purchaser that Seller has secured all necessary authorizations from GDOT in order for Purchaser to inspect the GDOT Property under this Agreement.

SECTION 5. CLOSING:

5.01. Purchaser and Seller shall consummate and close the purchase and sale contemplated by this Agreement (the “**Closing**”) on, or at Purchaser’s option, before the date that is fifteen (15) days from and after the later of (i) expiration of the Inspection Period, and (ii) Subdivision of the Doyal Acquisition Land as contemplated by Section 3.01(i) hereof, provided that all Purchaser Closing Conditions have been satisfied or waived by Purchaser in writing but in no event later than July 31, 2021 (the date upon which the Closing occurs shall be referred to herein as the “**Closing Date**”). Closing shall be held on the Closing Date at such time and location in Atlanta, Georgia, as selected by Purchaser and approved by Seller. In the event Seller and Purchaser do not agree on the time or place of Closing, the Closing shall be held in escrow on the Closing Date at the offices of Escrow Agent at 2300 Windy Ridge Parkway, Suite 570 South, Atlanta, Georgia 30339, at 10:00 A.M., which Closing shall take place through the execution and exchange, via overnight delivery or courier delivery, of the original documents, instruments and agreements herein contemplated. In the event that a performance deadline or date contained herein including, but not limited to, the expiration of the Inspection Period and/or the Closing Date falls on a non-Business Day, such date or deadline, as applicable, shall occur on the next Business Day.

The term “**Business Day**” shall mean any day, except a Saturday or Sunday, on which Wells Fargo Bank, National Association, or its successor, is open for business. Possession of the Property shall be granted to Purchaser at Closing.

5.02. At Closing, Seller shall execute and deliver to Purchaser a limited warranty deed (the “**Limited Warranty Deed**”), in recordable form, conveying the Doyal Acquisition Property to Purchaser, free and clear of (a) all Monetary Liens; (b) all liens, claims and encumbrances included in Purchaser’s Title Notice (as it may be updated) except for those matters in the Title Notice which Seller did not agree to cure pursuant to Section 2 hereof and which are deemed waived by reason of Purchaser’s not terminating this Agreement pursuant to Section 2 hereof; and (c) any encumbrance(s) that Seller is obligated to cure pursuant to Section 2.03 hereof. The Limited Warranty Deed shall incorporate the record legal description of the Property from the Survey. The Limited Warranty Deed shall be duly witnessed and attested for recording in Gwinnett County, Georgia.

5.03. At Closing, Seller also shall execute and deliver to Purchaser a quitclaim deed (the “**Quitclaim Deed**”), in recordable form, conveying the GDOT Property pursuant to the legal description reflected on the GDOT Survey. The Quitclaim Deed shall be duly witnessed and attested for recording in Gwinnett County, Georgia.

5.04. At Closing, Seller shall pay the State of Georgia property transfer tax, and Seller shall execute and deliver a State of Georgia transfer tax declaration for the Property.

5.05. At Closing, all ad valorem taxes due and payable on the Property for the calendar year in which the sale is closed shall be prorated by and between Seller and Purchaser as of the Closing Date on the basis of the most recently issued tax bill for the Property. In the event that the previous year’s tax bill is used for purposes of proration, and the ad valorem taxes for the Property, as reflected on the current year’s tax bill reflect a higher tax amount than the amount prorated at Closing, Seller and Purchaser shall re-prorate such taxes post-Closing, and Seller shall reimburse Purchaser for its share of the increased taxes within thirty (30) days following receipt of notice from Purchaser of Seller’s share. Any unpaid assessments shall be prorated as of Closing for the calendar year in which the sale is closed. The provisions of this Section 5.04 shall survive Closing.

5.06. At Closing, Seller and Purchaser shall comply with and execute and deliver such certifications, affidavits and statements that are required in order to meet the requirements of Internal Revenue Code Section 1445 (Foreign/Non-Foreign Seller).

5.07. At Closing, Seller shall deliver the necessary certificate(s) to establish that Seller is a Georgia resident and is not subject to withholding from the proceeds of the sale of Property.

5.08. At Closing, Seller shall execute and deliver to the Title Company and Purchaser a customary owner’s affidavit and other customary title documents reasonably requested by the Title Company or Purchaser.

5.09. At Closing, Seller shall deliver to Purchaser a lien waiver and release (including, without limitation, a release of any lien permitted under O.C.G.A. § 44-14-602) from all real estate agents and brokers employed by Seller or whose assistance or advice was used by Seller in

negotiating this Agreement. Purchaser shall deliver to Seller a lien waiver and release (including, without limitation, a release of any lien permitted under O.C.G.A. §44-14-602) from all real estate agents and brokers employed by Purchaser or whose assistance or advice was used by Purchaser in negotiating this Agreement.

5.10. At Closing, Purchaser and Seller have a mutual obligation to deliver a closing statement (the “**Closing Statement**”) of the purchase and sale of the Property.

5.11. Any and all utility charges and assessments not yet due and payable pertaining to the Property shall be prorated at Closing as of the Closing Date. Seller shall pay any due and payable utility charges and assessments pertaining to the Property on or before Closing. The provisions of this Section 5.11 shall survive Closing.

5.12. At Closing, Purchaser and Seller shall enter into a letter agreement (the “**Side Letter Agreement**”) pertaining to the conveyance by Purchaser to Seller of approximately 0.8 acres of land and a temporary easement over an additional approximately 0.8 acres of land, with both the land and easement being conveyed to Seller for the construction of a slip lane (the “**Slip Lane Project**”) off State Route 316 and State Route 120 adjacent to the Northside Hospital Gwinnett campus located in Tax Parcel Number 7008 013 (the “**Slip Lane Land**”). During the Inspection Period, the parties hereto shall negotiate in good faith to mutually agree upon the form of Side Letter Agreement to be executed at Closing. The Side Letter Agreement shall include the following terms: (i) no additional consideration will be payable by Seller to Purchaser for the conveyance of the Slip Lane Land; (ii) Purchaser will begin working with Seller to agree on the Slip Lane Land and the plans for the Slip Lane Project upon the earlier of (a) completion of construction of Phase I of the campus master plan (the “**Master Plan**”), including a new campus loop road, or (b) twelve (12) months after Closing; (iii) Purchaser and Seller shall work in good faith to identify and describe the Slip Lane Land consistent with the Master Plan, (iv) Purchaser will convey the Slip Lane Land to Seller by quitclaim deed based on a survey thereof prepared on behalf of or approved by Purchaser, and (v) upon completion of the installation of the Slip Lane Project, Seller will restore the easement property and the temporary easement shall expire.

5.13. At Closing, Seller and Purchaser shall execute and deliver an assignment and assumption agreement of any permits, sewer reservation rights, warranties, and intangibles with respect to the Property.

5.14. Purchaser shall pay the cost of the title examination, the premium for the owner’s title insurance policy and any and all endorsements thereto, the cost of the Survey, the GDOT Survey, and, except as set forth in the following sentence, the amount of any and all recording fees for all documents pertaining to this transaction. Seller shall pay the cost of recording fees for any instruments pertaining to title defects that Seller has expressly agreed to cure, or is obligated to cure, hereunder pursuant to Section 2 hereof.

5.15. Purchaser and Seller each shall pay one-half (1/2) of any escrow or closing fees which may be charged by the Escrow Agent at Closing.

5.16. Purchaser and Seller each shall pay their respective legal fees and their respective incidental expenses incurred in connection with the transfer of the Property.

5.17. Seller shall deliver to the Title Company any and all authority documents or certificates required by the Title Company.

5.18. On or before Closing and at Purchaser's request, Seller shall terminate the Property Contracts, if any, in effect at the time of request, at Seller's sole cost and expense.

5.19. After Closing, Purchaser and Seller shall deliver to each other additional materials that may be reasonably requested by either of them in connection with the consummation of the purchase and sale of the Property, in accordance with the terms and conditions of this Agreement. The provisions of this Section 5.19 shall survive the Closing.

5.20. If, as of the Closing Date, Seller has not yet acquired the GDOT Property, then the Closing as to the GDOT Property shall be postponed until Seller acquires the GDOT Property. At Purchaser's election, Purchaser may require at Closing that (a) Seller execute and deliver the Closing documents as to the GDOT Property into escrow with Escrow Agent pending Seller's acquisition of the GDOT Property, and (b) Seller execute and deliver to Purchaser an executed and recordable memorandum of Purchaser's rights under this Agreement for recording in the Gwinnett County records. This Section 5.20 shall survive Closing.

SECTION 6. DEFAULT AND REMEDY:

6.01. In the event of a default, breach, or a breach of warranty or representation contained in this Agreement and prior to the exercise of the rights hereinafter provided to either party, the defaulting party shall be entitled to written notice of the specific default or breach and to thirty (30) calendar days after the receipt of that written notice in which to cure said default or breach. If such default or breach is not corrected within that period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth. Notwithstanding the foregoing provisions, Purchaser, in its sole discretion, shall have the right to extend the time period in which Seller may cure or otherwise correct any specified default or breach for an additional period not to exceed thirty (30) calendar days. Upon Purchaser's written agreement to so extend, Seller shall be entitled to extend the Closing Date, if required, to a date not less than fifteen (15) calendar days from the date on which Seller notifies Purchaser in writing that any such default or breach has been cured and provides Purchaser with proper documentation evidencing that fact.

6.02. If the transaction for the sale and purchase of the Property is not consummated because of a default of Purchaser that remains uncured after the expiration of any applicable cure or grace period, Seller may terminate this Agreement and the Earnest Money shall be paid to Seller as full liquidated damages, which shall be Seller's sole and exclusive remedy for such default of Purchaser. The parties hereto acknowledge that (a) it is impossible to estimate more precisely the damages to be suffered by Seller upon Purchaser's default, (b) the amount of the Earnest Money is a pre-estimate or best estimate of the probable loss or damages to Seller in the event of Purchaser's default, and (c) the Earnest Money is intended not as a penalty, but as full liquidated damages pursuant to the provisions of O.C.G.A. §13-6-7.

6.03. If the transaction for the sale and purchase of the Property is not consummated because of a default by Seller, then Purchaser shall, at Purchaser's option, have the right to: (a)

terminate this Agreement by written notice to Seller, and receive a full refund of the Earnest Money, whereby Purchaser shall have no further obligations or liabilities under this Agreement, or (b) seek specific performance of this Agreement.

SECTION 7. SELLER'S REPRESENTATIONS AND WARRANTIES: Seller hereby represents and warrants to Purchaser as of the Effective Date and as of Closing, and agrees with Purchaser with respect to the following, as listed in Sections 7.01 through 7.13 hereof. Seller shall promptly notify Purchaser in writing of any event or condition which occurs or becomes known to Seller prior to Closing hereunder and which causes or could eventually cause a material change in the facts relating to, or the truth of, any of the representations and warranties listed below in Sections 7.01 through 7.13, subject to disclosure of any changes in facts or circumstances which may have occurred since the date hereof.

7.01. Title. Seller holds good, marketable, fee simple title to the Overall Doyal Land and the Doyal Acquisition Property. To Seller's knowledge, GDOT is the owner of the GDOT Property. Seller shall use good faith efforts to acquire good, marketable, fee simple title to the GDOT Property within forty-five (45) days after the Effective Date or as soon as is reasonably practicable thereafter. Upon Seller's acquisition of the GDOT Property, Seller shall promptly notify Purchaser in writing thereof. Seller has not entered into, and shall not enter into, any other letter of intent, agreement, or contract to sell or lease the Property with any party other than Purchaser.

7.02. Compliance with Laws. To the best of Seller's knowledge, there are no, and Seller has received no notice of, violations of law, municipal or county ordinances, or other legal requirements with respect to the Property or any part thereof.

7.03. Hazardous Substance or Waste. The Property was previously operated as a gas or service station that did or may have included underground storage tanks, oil change operations, and other activities that may have an environmental impact. The Seller makes no warranties or representations related to the environmental condition of the Property or as to the presence of hazardous substances or waste. Purchaser shall have the right to conduct any and all inspections and testing it deems necessary to determine the environmental condition of the Property.

7.04. Noncontravention. To the best of Seller's knowledge, this Agreement does not violate or constitute a default under Seller's organizational documents or any material agreement to which Seller is a party, or any permit applicable to the Property, or any statute, rule or regulation applicable to either Seller or the Property.

7.05. Litigation. There is no pending or threatened litigation or judicial proceeding against Seller that would affect Seller's ability to carry out the transaction contemplated by this Agreement, and there is no pending or threatened litigation or judicial proceeding relating to the Property.

7.06. Authority. Seller has the right, power, and authority to enter into this Agreement. Seller has obtained all consents and approvals required to enter into this Agreement and perform its obligations hereunder. No other consents or approvals are required in order for Seller to enter into this Agreement and perform its obligations hereunder.

7.07. No Notice of Condemnation. There is no pending, threatened or contemplated action by any governmental authority or any other entity having the power of eminent domain which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

7.08. Boundary Line Disputes. There are no disputes concerning the location of the lines and corners of the Land.

7.09. Notices from Governmental Authorities. Seller has not received from any governmental authority written notice of any violation of any zoning, building, subdivision, fire and safety or business laws, rules or regulations applicable to any portion of the Property that has not been corrected to the standards and satisfaction of such applicable authority.

7.10. Zoning. During the term of this Agreement, Seller shall not seek any change in the current zoning classification of the Property or any variances with respect thereto without the prior written consent of Purchaser.

7.11. Executive Order. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the “**Order**”) and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “**Orders**”).

(a) Seller:

i. is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “**Lists**”);

ii. is not a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

iii. is not owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

(b) If Seller obtains knowledge that Seller becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Seller shall immediately notify Purchaser in writing, and in such event, Purchaser shall have the right to terminate this Agreement without penalty or liability to Seller immediately upon delivery of notice thereof to Seller. In such event the Earnest Money shall be returned to Purchaser immediately.

7.12. No Other Agreement to Sell or Lease. Seller represents and warrants to Purchaser that Seller has no other agreement to sell, lease, or option the Property to a third party and that Seller is under no restriction to sell the Property.

7.13. Additional Agreements. From and after the Effective Date of this Agreement through and including the Closing, Seller shall cause the Property to be maintained in the same manner the Property has been maintained prior to the Effective Date. Seller shall deliver the Property to Purchaser at Closing in the same condition as on the Effective Date, natural wear and tear excepted. Subject to the terms and conditions contained herein, Seller shall not convey, transfer, lease, encumber, pledge or assign the Property or any right or interest therein or grant any easement, lien or encumbrance thereon prior to Closing.

The representations and warranties of Seller set forth herein shall survive Closing. In order to make a claim in respect of any representation or warranty, Purchaser must notify Seller in writing thereof within one hundred eighty (180) days after the date of Closing, in which case such claim as well as the representation and warranty applicable thereto shall survive until the resolution or full adjudication of such claim. Otherwise, the representations and warranties of Seller shall terminate upon the expiration of one hundred eighty (180) days after Closing. Notwithstanding any provision in this Agreement to the contrary and without limiting Purchaser's rights in Section 6.03 or otherwise, Purchaser shall be entitled to all rights and remedies available at law or in equity for Seller's breach of any representation, warranty, indemnity or other agreement which survives the Closing or the termination of this Agreement.

SECTION 8. Reserved.

SECTION 9. PROPERTY CONDITION: Except for routine or necessary maintenance and repairs, Seller shall not remove any vegetation or cause or permit the Property to be modified in any material respect prior to Closing.

SECTION 10. ASSIGNMENT: Purchaser may not assign this Agreement without the prior written consent of Seller, provided, however, that Purchaser shall be permitted to assign this Agreement to the Hospital Authority of Gwinnett County or a wholly-owned subsidiary of Purchaser without Seller's consent. Seller may not assign this Agreement without the prior written consent of Purchaser.

SECTION 11. TIME: Time is of the essence of this Agreement.

SECTION 12. ENTIRE AGREEMENT: This Agreement is the entire agreement between Purchaser and Seller, and there are no oral or other written agreements or representations directly or indirectly connected with this Agreement. This Agreement shall be construed under the laws of the State of Georgia.

SECTION 13. NOTICES: Any notice required or permitted to be given hereunder shall be in writing, and shall be deemed to be given (i) when hand-delivered to the applicable addresses set forth below, (ii) one (1) Business Day after pickup of such notice by Federal Express, UPS, or similar overnight express delivery service if such notice is properly addressed to the applicable party and postage paid, or (iii) when delivered by email transmission upon receipt of electronic confirmation that such notices were delivered to the parties at the email addresses below. Any notice sent by email must also be sent by another means of delivery provided herein within five (5) days of delivery of the email notification, but shall nonetheless be effective as of the date of the delivery by email as provided herein. If any party provides for a copy (or copies) of such notice

to be delivered as set forth below, notice to such party shall be deemed given only in the event such copy (or copies) are also deemed received.

If to Purchaser: Northside Hospital Inc.
1100 Johnson Ferry Road, Suite 400
Center Pointe – Building One
Atlanta, Georgia 30342
Attention: Real Estate/Property Management
Email: Doug.MacDonald@Northside.com

With a copy to: Baker & Hostetler LLP
1170 Peachtree Street, NE, Suite 2400
Atlanta, Georgia 30309
Attention: Wendy Markham, Esq.
Email: wmarkham@bakerlaw.com

If to Seller: City of Lawrenceville
P.O. Box 2200
Lawrenceville, Georgia 30046
Attention: Chuck Warbington, PE
Email: chuck.warbington@lawrencevillega.org

For hand deliveries and overnight delivery:

City of Lawrenceville
70 S. Clayton Street
Lawrenceville, Georgia 30046
Attention: Chuck Warbington, PE

SECTION 14. CONDEMNATION: Seller agrees to give written notice to Purchaser of any action, condemnation or other proceeding threatened, pending or instituted for condemnation or other taking of all or any part of the Property by a body having the power of eminent domain (each, a “**Condemnation**”) within ten (10) Business Days of Seller having knowledge of such action or proceeding. If, prior to Closing, all or any part of the Property or access to the Property is subject to or taken by a Condemnation, or sale in lieu thereof, then Purchaser, by written notice to Seller given within ten (10) Business Days following the date of Purchaser’s receipt of Seller’s written notice of such Condemnation, or if earlier, the Closing Date, may elect to terminate this Agreement by written notice to Seller, and receive a full refund of the Earnest Money, whereby Purchaser shall have no further obligations or liabilities relating to the Property subject to such termination, except as expressly set forth herein. If Purchaser does not elect to terminate this Agreement following any notice of a Condemnation of the Property within said ten (10) Business Day period, or if earlier, the Closing Date, then this Agreement shall remain in full force and effect, and Seller shall assign, transfer, and set over to Purchaser all of Seller’s right, title and interest in and to any awards that have been or that may thereafter be made for any such taking or sale in lieu thereof, in

consideration of the Purchase Price. Seller agrees to allow Purchaser to cooperate in any negotiations for any Condemnation of the Property.

SECTION 15. REAL ESTATE COMMISSIONS: Purchaser acknowledges and agrees, and represents and warrants to Seller, that Realty Trust Group, LLC (“**Purchaser’s Representative**”) has represented Purchaser in connection with this Agreement. Purchaser shall compensate Purchaser’s Representative pursuant to a separate agreement. Seller acknowledges and agrees, and represents and warrants to Purchaser, that no broker, agent, commission salesperson, or other persons has represented Seller in connection with this Agreement. To the extent allowed by law, if any, Seller shall and does hereby hold Purchaser harmless from, and shall and does hereby indemnify Purchaser against, any and all commissions, fees and expenses due and payable to, or claimed by, any broker claiming by, through or under Seller. Purchaser shall and does hereby hold Seller harmless from, and shall and does hereby indemnify Seller against, any and all commissions, fees and expenses due and payable to, or claimed by, any broker claiming by, through or under Purchaser (except for Purchaser’s Representative).

SECTION 16. EFFECTIVE DATE: Notwithstanding anything herein to the contrary, the Effective Date of this Agreement is the last date on which either Seller or Purchaser executes this Agreement.

SECTION 17. RESERVED.

SECTION 18. GOVERNMENTAL PROHIBITION:

18.01. It is the intention of Purchaser and Seller that this Agreement shall comply with all applicable provisions of local ordinances and state and federal law, including but not limited to the mandates of (i) Medicare and Medicaid Anti-Fraud and Abuse Laws, (ii) the Health Insurance Portability and Accountability Act, (iii) the Ethics in Patient Referrals Act (the “Stark Law”), (iv) the federal Anti-Kickback Statute, (v) laws and rulings which regulate certificates of need, letters of non-reviewability, and determination letters in the State of Georgia, (vi) the private inurement doctrine under the Internal Revenue Code of 1986, as amended, and its various regulations and interpretations, (vii) any other regulations adopted pursuant to the laws set forth in (i) through (vi) above, and (viii) any other law, rule, or regulation of similar scope or subject matter, now or hereinafter enacted (collectively, the “**Applicable Laws and Regulations**”). If Purchaser reasonably determines that this Agreement, or Purchaser’s rights or obligations hereunder, does not comply with the Applicable Laws and Regulations, Purchaser shall suspend performance of this Agreement by providing written notice to Seller, specifying the grounds for suspension of this Agreement. Immediately thereafter, Purchaser and Seller shall meet and confer in good faith and attempt to modify this Agreement to comply with the Applicable Laws and Regulations.

18.02. The Purchase Price payable by Purchaser under this Agreement and the benefits received by Purchaser under this Agreement, shall in no way be tied to, or in any manner connected to, the volume or value of medical referrals between Purchaser and Seller or to any medical referral relationship between Purchaser and Seller, or to any business otherwise generated between Purchaser and Seller for which payment may be made in whole or in part under Medicare or any state health care program.

18.03. Seller represents and warrants that neither (i) Seller nor (ii) any individual with a controlling interest in (a) Seller or (b) any entity affiliated with, controlled by or controlling Seller, is a “referring physician” or an “immediate family member” of a referring physician who may refer patients to Purchaser, as such terms are defined in the Ethics in Patient Referrals Act, 42 U.S.C. § 1395nn et seq, and its implementing regulations.

SECTION 19. COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement may be executed in counterparts, each of which (subject to the following sentence), when fully executed, shall be deemed an original, and all of which shall be but one agreement. Seller expressly agrees that if the signature of Purchaser and/or Seller on this Agreement or any counterpart of this Agreement is not an original, but is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy, fax, email, PDF, Adobe image, jpeg, telegram, telex, or telecopy), then, such digital, mechanical, or electronic reproduction shall be as enforceable, valid, and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory. In the event of any conflict between any of such counterparts, the original or copy hereof held by Purchaser, including all exhibits thereto, shall control.

SECTION 20. RECITALS: The Recitals set forth in the beginning of this Agreement are hereby incorporated herein by this reference as if set forth in full and made a part of this Agreement.

SECTION 21. MISCELLANEOUS:

21.01. No waiver of any breach of any covenant or provisions contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

21.02. Headings at the beginning of each article and section are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular will include the plural and the masculine will include the feminine and vice versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. All exhibits and schedules referred to in this Agreement are attached and incorporated by this reference, and any capitalized term used in any exhibit or schedule which is not defined in such exhibit or schedule will have the meaning attributable to such term in the body of this Agreement. In the event the date on which Purchaser or Seller is required to take any action under the terms of this Agreement is not a Business Day, the action will be taken on the next succeeding Business Day.

21.03. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all of the other conditions and provisions of this Agreement will nevertheless remain in full force and effect, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to reflect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

21.04. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

21.05. The parties comprising Seller (if more than one) shall have joint and several liability for the obligations of Seller under this Agreement.

21.06. Seller and Purchaser acknowledge that Purchaser's acquisition of property (including the Property) is contemplated by and subject to Article V, Section 5.01 of that certain Second Amended and Restated Lease and Transfer Agreement between Hospital Authority of Gwinnett County, Georgia ("HAGC") and Purchaser dated August 28, 2019 (the "Master Lease"). The Master Lease contemplates that the Property will be conveyed to HAGC (either at Closing or thereafter) and subject to the Master Lease.

[SIGNATURES COMMENCE ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the dates hereinafter set forth.

SELLER:

CITY OF LAWRENCEVILLE, GEORGIA,
a municipal corporation of the State of Georgia

By: _____

Name: _____

Title: _____

[CORPORATE SEAL]

Date: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE.]

PURCHASER:

NORTHSIDE HOSPITAL, INC.,
a Georgia non-profit corporation

By: _____
Name: Doug MacDonald
Its: Vice President of Planning and Real Estate

[CORPORATE SEAL]

Date: _____

EXHIBIT A-1

ORIGINAL DOYAL LAND AND DOYAL ACQUISITION LAND

Tax Map Parcel # R7008 003B:

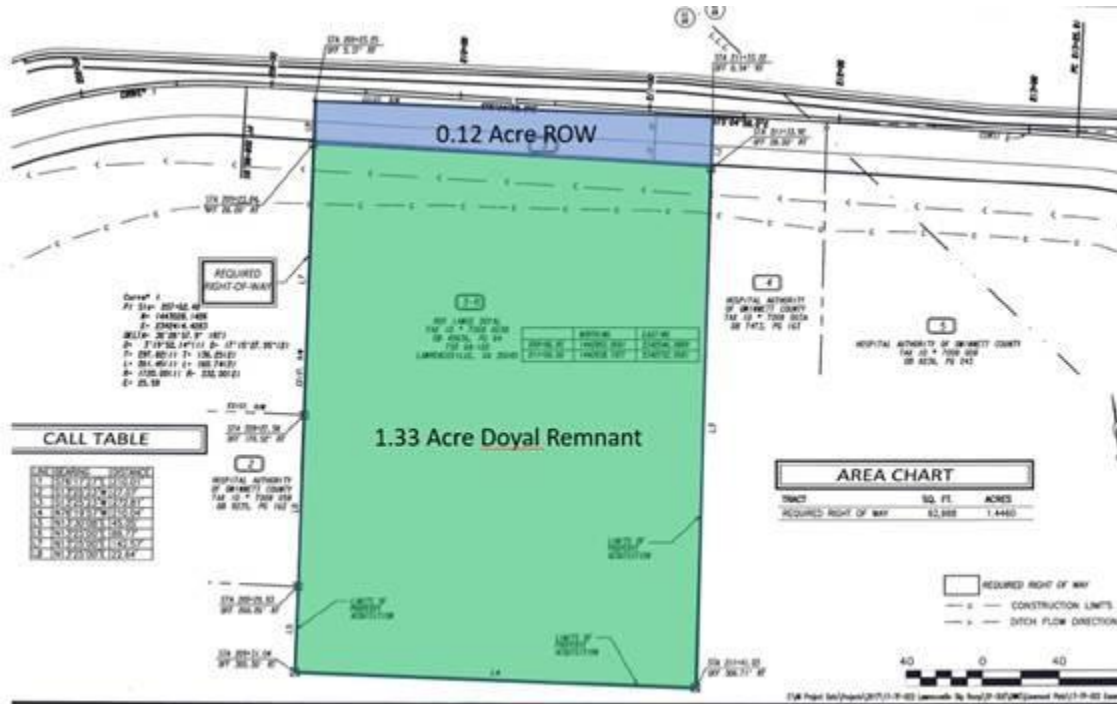


EXHIBIT A-2

GDOT LAND

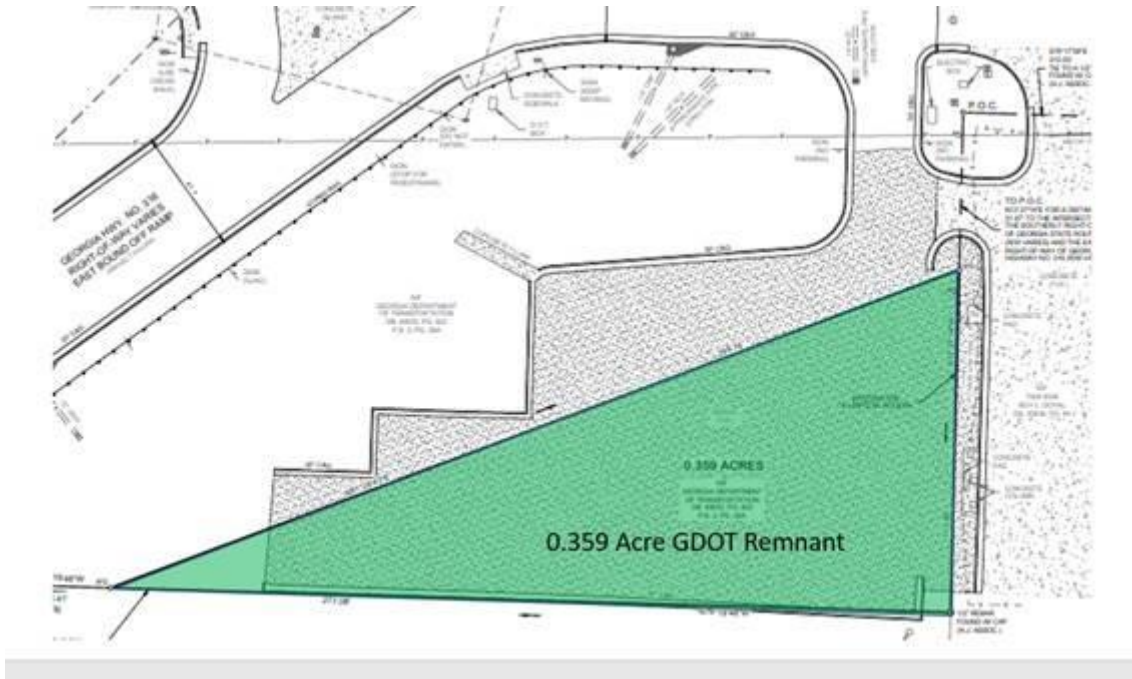


EXHIBIT B

[SEE ATTACHED]

Escrow Agreement

THIS ESCROW AGREEMENT (hereinafter referred to as “**Escrow Agreement**”) is made and entered into as of _____, 2021, by and among (i) **NORTHSIDE HOSPITAL, INC.**, a Georgia non-profit corporation (hereinafter referred to as “**Purchaser**”); (ii) **CITY OF LAWRENCEVILLE, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter referred to as “**Seller**”); and (iii) **HUGHES, WHITE, KRALICEK, P.C.**, a Georgia professional corporation (hereinafter referred to as “**Escrow Agent**”).

WHEREAS, Seller and Purchaser have entered into a Purchase and Sale Agreement (the “**Purchase and Sale Agreement**”) dated as of _____, 2021, for the purchase and sale of approximately 1.689 acres located in Gwinnett County, Georgia, as more particularly described in the Purchase and Sale Agreement (hereinafter referred to as the “**Property**”);

WHEREAS, Purchaser and Seller desire to have Escrow Agent hold certain earnest money funds in escrow pursuant to the terms hereof; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto covenant and agree as follows:

Seller and Purchaser hereby appoint Hughes, White, Kralicek, as Escrow Agent hereunder.

Purchaser has, or will, deposit and deliver to Escrow Agent a wire transfer in the amount of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) (the “**Earnest Money**”) representing the Earnest Money due under the Purchase and Sale Agreement. Additional monies may be deposited with Escrow Agent as may be provided in the Purchase and Sale Agreement, all of which are to be held and disbursed as provided herein and in the Purchase and Sale Agreement.

Escrow Agent agrees to deposit the Earnest Money in a non-interest bearing attorney’s escrow account and to hold and disburse the funds as herein provided. Notwithstanding anything to the contrary contained in the Purchase and Sale Agreement, the undersigned hereby agree that the disposition of the Earnest Money shall be solely governed by this Escrow Agreement.

All instructions to the Escrow Agent shall be in writing and provided to the other party in accordance with the notice provisions of the related purchase and sale agreement. Upon written notification, Escrow Agent shall deliver the Earnest Money pursuant to the terms and conditions of the Purchase Agreement or as jointly instructed by the parties, assuming said written instructions are mutually compatible. If written notification is not a joint instruction, Escrow Agent shall wait at least ten (10) business days before disturbing any funds. If the other party disagrees with the instructions provided to the Escrow Agent, the disagreeing party shall notify the Escrow Agent (with a copy to the opposing party) in writing within the ten business days. In the event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Escrow Agreement, together with such legal pleadings as it deems appropriate, and thereupon be

discharged. Escrow Agent shall be fully indemnified by the parties hereto for all his expenses, costs, and attorney's fees incurred in connection with any interpleader action which Escrow Agent may file, in its sole discretion, to resolve any dispute as to the Earnest Money; or which may be filed against the Escrow Agent. Escrow Agent's estimate of such costs, expenses or attorney's fees, shall be deducted from the Earnest Money, and the parties hereby authorize and direct Escrow Agent to sever said estimate from the Earnest Money and acknowledge and agree that the interpleaded amount shall be the Earnest Money minus the estimate. The undersigned parties hereby agree that upon a final judgment of any action with regard to a dispute as to the Earnest Money, Escrow Agent shall be reimbursed from the corpus of the amount interpleaded for any costs, expenses or attorney's fees in excess of the severed and retained estimate, and will remit to the parties to the action any excess amount remaining after payment of all Escrow Agent's costs, expenses and attorney's fees, in accordance with any directive contained within the final judgment. The undersigned Purchaser and Seller hereby consent to the Superior Court of Gwinnett County, Georgia, as the venue for said interpleader action, or any other civil action with regard to this Agreement.

The parties hereto covenant and agree that in performing any of its duties under this Escrow Agreement, Escrow Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

Accordingly, Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to its duties and responsibilities or (ii) any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided in this Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Escrow Agreement. Escrow Agent shall not incur any liability for any loss or fund due to bank or other depository failure, suspension or cessation of business or any action or inaction on the part of the bank or other depository. Escrow Agent is specifically authorized to refuse to act except upon the written instructions of Purchaser and Seller.

Purchaser and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including without limitation, reasonable cost of investigation and attorneys' fees and disbursements which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder.

If Purchaser should subsequently deliver any additional Earnest Money to Escrow Agent in connection with the sale contemplated by this Escrow Agreement, Escrow Agent shall hold such additional Earnest Money under the terms of this Escrow Agreement, unless instructed otherwise in writing by the parties.

[Signatures are set forth on the immediately following page.]

SELLER:

CITY OF LAWRENCEVILLE, GEORGIA,
a municipal corporation of the State of Georgia

By: _____

Name: _____

Title: _____

[CORPORATE SEAL]

Date: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE.]

PURCHASER:

NORTHSIDE HOSPITAL, INC.,
a Georgia non-profit corporation

By: _____
Name: Doug MacDonald
Its: Vice President of Planning and Real Estate

[CORPORATE SEAL]

Date: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE.]

ESCROW AGENT:

HUGHES, WHITE & KRALICEK, P.C.,
a Georgia professional corporation

R. Matthew Short, Esq.

Date: _____

[END OF SIGNATURES.]