

**HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY**

**MINUTES OF THE JULY 14, 2022 CALLED MEETING**

**(Open Session)**

**Attendees:**

Authority Board Members: Dr. Jim Hotz, Dorothy Hubbard, Dr. Chirag Jani, Clinton Johnson, Ferrell Moultrie, Glenn Singfield, Sr., Nyota Tucker, and Joel Wright

Authority Legal Counsel: Tommy Coleman

Those Present on Behalf of Phoebe Putney Memorial Hospital, Inc.: Brian Church (PPHS CFO/CAO), Felicia Lewis (Board Coordinator), Scott Steiner (PPHS President & CEO)

**Absent Authority Members:** Joel Callins

**Open Meeting and Establish a Quorum:**

Chair Singfield called the meeting to order at 11:05am via Zoom. Mr. Singfield thanked all Members for their attendance and participation and he observed that a quorum was present.

**808 13<sup>th</sup> Avenue and 1912 Arlington Lane Properties:**

Mr. Coleman and Mr. Church reported on Dr. Paul Payne's properties located at 808 13<sup>th</sup> Avenue and 1912 Arlington Lane which are being acquired by Albany Area Primary Health Care (AAPHC). AAPHC requests they be allowed to purchase the property and will grant the Authority right of first refusal if the property is ever offered for sale by AAPHC. The proposal also includes the removal of all restrictions for use of the property, with the exception of an out-patient surgery center. AAPHC's intent is to use the 808 13<sup>th</sup> Avenue building for Women's GYN services and 1912 Arlington Lane will be used for a variety of Women's health services, including Diabetic Education.

The Members engaged in discussion and questions.

Mr. Coleman reported that for each property, there is a Subordination Agreement as to the Right of First Refusal and an Amendment to Deed Restrictions that will need to be executed by Chair Singfield, if approved by the Members. Chair Singfield made a motion and Mr. Wright seconded the motion, to adopt and execute the Subordination Agreements and Deed Restrictions Amendments as presented. The motion passed unanimously by vote of all Members with Dr. Hotz abstaining from the vote due to his employment with AAPHC.

**Adjournment:**

There being no further business the meeting was adjourned.

**Minutes Approved by the HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY on August 18, 2022**

**HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA  
SPECIAL CALLED OPEN SESSION MEETING AGENDA**

**Thursday, July 14, 2022**

**11:00am**

**Virtual via Zoom**

- |      |   |                             |
|------|---|-----------------------------|
| I.   | <b>Open Meeting and Establish Quorum</b>              | Glenn Singfield, Sr., Chair |
| II.  | <b>808 13<sup>th</sup> Avenue Property Discussion</b> | Glenn Singfield, Sr., Chair |
| III. | <b>ADJOURNMENT</b>                                    |                             |

**Scheduled HAADC Meeting Dates**

***August 18, 2022***

***November 17, 2022***

Please Return To:  
Willis A. DuVall, Jr.  
Moore, Clarke, DuVall & Rodgers, P.C.  
P. O. Drawer 71727  
Albany, GA 31708-1727  
MCDR File No. 16452.022

PLEASE CROSS REFERENCE TO:  
Deed Book 2533, Page 104; and  
Deed Book 2533, Page 106; and  
Deed Book 3223, Page 294; and  
Deed Book 4132, Page 32;  
Dougherty County, Georgia Public Deed Records

### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between **HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA** (the "Authority") and **ALBANY AREA PRIMARY HEALTH CARE, INC., A GEORGIA CORPORATION** ("AAPHC"),

#### RECITALS:

- a) This Agreement relates to the following real property:

All that tract or parcel of land situate, lying and being in the City of Albany, in Land Lots 366 and 367 of the First Land District of Dougherty County, Georgia and being all of Lot 2A of the Resubdivision of Lots 2, 3, 4, 5 and 6 of Palmyra Park Medical Center Subdivision, according to a map or plat of said subdivision as same is recorded in Plat Cabinet 1, Slide B-88 in the Dougherty County, Georgia Superior Court Clerk's Office, known as 808 Thirteenth Avenue, Albany, Georgia 31701, which plat is incorporated herein by this express reference thereto (the "Property"); and

- b) The Authority is the successor in interest to the contract rights of Palmyra Park Hospital, Inc. which relate to the former Palmyra Park Hospital campus in Albany, Dougherty County, Georgia by virtue of that certain Assignment and Assumption Agreement between the Authority as assignee and, as assignors, Palmyra Park Hospital, LLC, successor to Palmyra Park Hospital, Inc. pursuant to a statutory conversion, et al, said agreement dated as of December 15, 2011; and
- c) Pursuant to a warranty deed from Mariellen J. Bateman to Annette H. Gray, dated February 13, 2003, recorded in Deed Book 2533, Page 106, Dougherty County, Georgia Public Deed Records, a right of first refusal ("Right of First Refusal") was established in favor of Palmyra Park Hospital Inc. to purchase the Property should the owner thereof desire to sell or convey the Property or any portion thereof to a third party, the terms and provisions of the Right of First Refusal being set forth in said deed; and
- d) PAAWS LLC, a Georgia limited liability company (Dr. Jonathan Paul Payne, as sole member) ("PAAWS") has succeeded to the ownership of the Property; and
- e) AAPHC is desirous of entering into an agreement with PAAWS covering the Property by which AAPHC will purchase the Property; and

- f) The parties acknowledge that the Property is subject to the Right of First Refusal in favor of the Authority; and
- g) The Authority is willing to accommodate AAPHC in its acquiring ownership of the Property from PAAWS.

NOW, THEREFORE, FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged by all parties to this Agreement, it is agreed as follows:

- 1) The Authority hereby specifically subordinates its Right of First Refusal covering the Property to:
  - (a) a deed of conveyance on the Property from PAAWS to AAPHC; and (b) provided AAPHC acquires the Property in fee simple ownership by deed of conveyance from PAAWS to a first lien purchase money deed to secure debt granted by AAPHC to a commercial banking lender conveying the Property to said lender as collateral for a purchase money loan on the Property or if the Property is purchased for cash followed by a loan, a first lien deed to secure debt granted by AAPHC to a commercial banking lender conveying the Property to said lender as collateral for a loan on the Property.
- 2) This Agreement does not subordinate the Authority’s Right of First Refusal as to any other conveyance, lease, assignment or agreement regarding the Property, so that the Right of First Refusal remains in full force and effect in favor of the Authority as to any future proposed conveyance, lease, assignment or agreement concerning the Property.
- 3) Phoebe Putney Health System, Inc., a Georgia non-profit corporation (“PPHS”), and Phoebe Putney Memorial Hospital, Inc., a Georgia non-profit corporation (“PPMH”), join in the execution of this Agreement for express purpose of confirming that neither PPHS nor PPMH received any interest of any kind or nature in the Right of First Refusal, said interest being held solely by the Authority.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their respective duly authorized officers on the day and year first above written.

**Hospital Authority of Albany-Dougherty County**

By: \_\_\_\_\_ (Seal)  
 Glenn A. Singfield  
 Title: Chairman

Signed, sealed and delivered,  
 this \_\_\_\_\_ day of \_\_\_\_\_,  
 2022, in the presence.

\_\_\_\_\_  
 UNOFFICIAL WITNESS

\_\_\_\_\_  
 NOTARY PUBLIC  
 My Commission Expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**Phoebe Putney Health System, Inc.,  
a Georgia non-profit corporation**

By: \_\_\_\_\_ (Seal)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed, sealed and delivered,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, in the presence.

\_\_\_\_\_  
UNOFFICIAL WITNESS

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**Phoebe Putney Memorial Hospital, Inc.,  
a Georgia non-profit corporation**

By: \_\_\_\_\_ (Seal)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed, sealed and delivered,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, in the presence.

\_\_\_\_\_  
UNOFFICIAL WITNESS

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

Please Return To:  
Willis A. DuVall, Jr.  
Moore, Clarke, DuVall & Rodgers, P.C.  
P. O. Drawer 71727  
Albany, GA 31708-1727  
MCDR File No. 16452.022

PLEASE CROSS REFERENCE TO:  
Deed Book 2533, Page 104; and  
Deed Book 2533, Page 106; and  
Deed Book 3223, Page 294; and  
Deed Book 4132, Page 32;  
Dougherty County, Georgia Public Deed Records.

### **AMENDMENT TO DEED RESTRICTIONS**

THIS AMENDMENT TO DEED RESTRICTIONS (this "Amendment"), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA** ("Authority") and **ALBANY AREA PRIMARY HEALTH CARE, INC., A GEORGIA CORPORATION** ("AAPHC").

#### **Preliminary Recitals**

WHEREAS, AAPHC has purchased or is about to purchase the property in the Deed of Conveyance from the Authority to PAAWS LLC, a Georgia limited liability company, dated June 9, 2014, and recorded in Deed Book 4132, Page 32 ("Deed of Conveyance") known as 808 Thirteenth Avenue, Albany, Georgia 31701 (the "Property") and the parties hereto desire to amend the Restrictions as set forth in Deed Book 2533, Page 104; Deed Book 2533, Page 106; Deed Book 3223, Page 294; and Deed Book 4132, Page 33 in the Dougherty County, Georgia Public Deed Records (the "Deeds") to modify the Restrictions, as more fully described herein.

**NOW, THEREFORE**, in consideration of the foregoing, Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by each of the parties hereto, AAPHC and the Authority hereby agree as follows:

1. The recitals set forth above are accurate and hereby incorporated into the substantive body of this Amendment. All capitalized terms not otherwise defined herein shall have the same meaning set forth in the Deeds.

2. The Restrictions in the Deeds are hereby deleted, and the following Restrictions substituted in place of the Restrictions currently in the Deeds:

The Property may not be used for: (i) the provision or operation of any "ancillary medical care service or facility" (as hereinafter defined) or (ii) the operation of an acute care general hospital, a specialty hospital, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient clinic, surgical center, emergency center, a home health service, a health maintenance organization or similar direct care provider, an ambulance service, a birthing center or an inhalation or physical therapy center. As used herein, an "ancillary medical care service or facility" shall mean and include, (x) any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, computerized tomography (CT) ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging), physical therapy services, or respiratory therapy service, and (y) the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a physician or by other health care professionals under the direct supervision of a physician, or a facility operated for the provision of any such service. Notwithstanding the foregoing, however, nothing in this paragraph shall prohibit the provision or conduct of diagnostic and treatment services and procedures by a physician or other health care professional under the supervision of a physician to any such physician's own patients, provided that such diagnostic and treatment services and procedures are (i) the kind and type usually and customarily provided by physicians of similar experience and training to patients in such physicians' own offices, and (ii) ancillary and incidental to such physician's primary medical practice and do not constitute the physician's primary medical practice or specialty nor the predominant services rendered by the physician to the physician's patients. This paragraph shall be a covenant running with the land, enforceable for so long as the hospital currently known as Phoebe Putney Memorial Hospital (the "Hospital") continues to operate as an acute-care hospital adjacent to the Property.

3. Ratification. Except as amended hereby, the Deeds are and remain in full force and effect as of the date hereof.

4. Miscellaneous. This Amendment shall be governed and construed in accordance with the laws of the State of Georgia and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but when taken together shall constitute a single instrument.

**[Signatures begin on following page]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

**Albany Area Primary Health Care, Inc.,  
a Georgia corporation**

By: \_\_\_\_\_  
Shelley Spires  
Title: Chief Executive Officer

Signed, sealed and delivered,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, in the presence,

\_\_\_\_\_  
UNOFFICIAL WITNESS

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

[Signatures Continued on Following Page]



[Signatures Continued from Previous Page]

**Hospital Authority of Albany-Dougherty County,  
Georgia**

By: \_\_\_\_\_  
Glenn A. Singfield  
Title: Chairman

Signed, sealed and delivered,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, in the presence.

\_\_\_\_\_  
UNOFFICIAL WITNESS

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

Please Return To:  
Willis A. DuVall, Jr.  
Moore, Clarke, DuVall & Rodgers, P.C.  
P. O. Drawer 71727  
Albany, GA 31708-1727  
MCDR File No. 16452.022

PLEASE CROSS REFERENCE TO:  
Deed Book 4361, Page 140;  
Dougherty County, Georgia Public Deed Records

### **SUBORDINATION AGREEMENT**

THIS SUBORDINATION AGREEMENT (the "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between **HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA** (the "Authority") and **ALBANY AREA PRIMARY HEALTH CARE, INC., A GEORGIA CORPORATION** ("AAPHC"),

#### **RECITALS:**

- a) This Agreement relates to the following real property:

All that tract or parcel of land situate, lying and being in the City of Albany, in Land Lots 366 and 367 of the First Land District of Dougherty County, Georgia and being all of Lot 2-D of the Resubdivision of Lots 2, 3, 4, 5 and 6 of Palmyra Park Medical Center Subdivision, according to a map or plat of said subdivision as same is recorded in Plat Cabinet 1, Slide B-88 in the Dougherty County, Georgia Superior Court Clerk's Office, known as 1912 Arlington Lane, Albany, Georgia 31701, which plat is incorporated herein by this express reference thereto (the "Property"); and
- b) Pursuant to a Deed of Conveyance from Hospital Authority of Albany-Dougherty County, Georgia to PAAWS LLC, a Georgia limited liability company ("PAAWS"), dated October 13, 2016, recorded in Deed Book 4361, Page 140, Dougherty County, Georgia Public Deed Records, a right of first refusal ("Right of First Refusal") was established in favor of the Authority to purchase the Property should the owner thereof desire to sell or convey the Property or any portion thereof to a third party, the terms and provisions of the Right of First Refusal being set forth in said Deed of Conveyance; and
- c) AAPHC is planning to purchase the Property from PAAWS; and
- d) The parties acknowledge that the Property is subject to the Right of First Refusal in favor of the Authority; and
- e) The Authority is willing to accommodate AAPHC in its acquiring ownership of the Property from PAAWS.

NOW, THEREFORE, FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged by all parties to this Agreement, it is agreed as follows:

- 1) The Authority hereby specifically subordinates its Right of First Refusal covering the Property to:  
(a) a deed of conveyance on the Property from PAAWS to AAPHC; and (b) provided AAPHC acquires the Property in fee simple ownership by deed of conveyance from PAAWS to a first lien purchase money deed to secure debt granted by AAPHC to a commercial banking lender conveying the Property to said lender as collateral for a purchase money loan on the Property or if the Property is purchased for cash followed by a loan, a first lien deed to secure debt granted by AAPHC to a commercial banking lender conveying the Property to said lender as collateral for a loan on the Property.
- 2) This Agreement does not subordinate the Authority's Right of First Refusal as to any other conveyance, lease, assignment or agreement regarding the Property, so that the Right of First Refusal remains in full force and effect in favor of the Authority as to any future proposed conveyance, lease, assignment or agreement concerning the Property.
- 3) Phoebe Putney Health System, Inc., a Georgia non-profit corporation ("PPHS"), and Phoebe Putney Memorial Hospital, Inc., a Georgia non-profit corporation ("PPMH"), join in the execution of this Agreement for express purpose of confirming that neither PPHS nor PPMH received any interest of any kind or nature in the Right of First Refusal, said interest being held solely by the Authority.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their respective duly authorized officers on the day and year first above written.

**Hospital Authority of Albany-Dougherty County**

By: \_\_\_\_\_ (Seal)  
Glenn A. Singfield  
Title: Chairman

Signed, sealed and delivered,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, in the presence.

\_\_\_\_\_  
UNOFFICIAL WITNESS

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**Phoebe Putney Health System, Inc.,  
a Georgia non-profit corporation**

By: \_\_\_\_\_ (Seal)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed, sealed and delivered,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, in the presence.

\_\_\_\_\_  
UNOFFICIAL WITNESS

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**Phoebe Putney Memorial Hospital, Inc.,  
a Georgia non-profit corporation**

By: \_\_\_\_\_ (Seal)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed, sealed and delivered,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, in the presence.

\_\_\_\_\_  
UNOFFICIAL WITNESS

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

11290.003

Please Return To:  
Willis A. DuVall, Jr.  
Moore, Clarke, DuVall & Rodgers, P.C.  
P.O. Drawer 71727  
Albany, GA 31703-1727  
(256) 589-3338

2309299029  
PARTICIPANT ID

D2021002585  
BK:4822 PG:93-97  
FILED IN OFFICE  
CLERK OF COURT  
04/13/2021 01:19 PM  
EVONNE S. MULL, CLERK  
SUPERIOR COURT  
DOUGHERTY COUNTY, GA

*Evonne S Mull*

Please Cross-reference to:  
Deed of Conveyance dated October 13, 2016,  
and recorded in Deed Book 4361, Page 140,  
Dougherty County, Georgia Public Deed  
Records

### AMENDMENT TO DEED RESTRICTIONS

7<sup>th</sup> THIS AMENDMENT TO DEED RESTRICTIONS (this "Amendment"), dated as of the day of April, 2021, by and between HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA ("Authority") and PAAWS, LLC, a Georgia limited liability company ("PAAWS").

#### Preliminary Recitals

A. WHEREAS, Authority and PAAWS were parties to a Deed of Conveyance dated October 13, 2016, and recorded in Deed Book 4361, Page 140, Dougherty County, Georgia Public Deed Records (the "Deed of Conveyance"); and

B. WHEREAS, the parties hereto desire to amend the Restrictions in the Deed of Conveyance to modify the Restrictions, as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing, Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by each of the parties hereto, PAAWS and the Authority hereby agree as follows:

1. The recitals set forth above are accurate and hereby incorporated into the substantive body of this Amendment. All capitalized terms not otherwise defined herein shall have the same meaning set forth in the Deed of Conveyance.

2. The Restrictions in the Deed of Conveyance are hereby deleted, and the following Restrictions substituted in place of the Restrictions currently in the Deed of Conveyance:

The Property may not be used for: (i) the provision or operation of any "ancillary medical care service or facility" (as hereinafter defined) or (ii) the operation of an acute care general hospital, a specialty hospital, a rehabilitation center, an

extended care facility or nursing home, an outpatient or inpatient clinic, surgical center, emergency center, a home health service, a health maintenance organization or similar direct care provider, an ambulance service, a birthing center or an inhalation or physical therapy center. As used herein, an "ancillary medical care service or facility" shall mean and include, (x) any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, computerized tomography (CT) ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging), physical therapy services, or respiratory therapy service, and (y) the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a physician or by other health care professionals under the direct supervision of a physician, or a facility operated for the provision of any such service. Notwithstanding the foregoing, however, nothing in this paragraph shall prohibit the provision or conduct of diagnostic and treatment services and procedures by a physician or other health care professional under the supervision of a physician to any such physician's own patients, provided that such diagnostic and treatment services and procedures are (i) the kind and type usually and customarily provided by physicians of similar experience and training to patients in such physicians' own offices, and (ii) ancillary and incidental to such physician's primary medical practice and do not constitute the physician's primary medical practice or specialty nor the predominant services rendered by the physician to the physician's patients. This paragraph shall be a covenant running with the land, enforceable for so long as the hospital currently known as Phoebe Putney Memorial Hospital (the "Hospital") continues to operate as an acute-care hospital adjacent to the Property.

All physicians who conduct a medical practice and related activities at the Property must be and remain appropriately licensed and in good standing with the state licensing board and any applicable, federal, state or local certification or licensing agency or office, without restriction, not subject to any sanction, exclusion order, or other disciplinary order with respect to his or her participation in any federal or state healthcare program. Further, each such physician must be qualified to be a member of the active medical staff of the Hospital; provided, however, that nothing in this paragraph shall require any physician who conducts a medical practice at the Property actually to be a member of the Hospital's active medical staff.

3. Ratification. Except as amended hereby, the Deed of Conveyance is and remains in full force and effect as of the date hereof.

4. Miscellaneous. This Amendment shall be governed and construed in accordance with the laws of the State of Georgia and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but when taken together shall constitute a single instrument.

**[Signatures begin on following page]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

PAAWS, LLC, a Georgia limited liability company

By: [Signature]  
Print Name: Jonathan Paul Payne  
Print Title: Sole Member

Signed, sealed and delivered,  
this 7<sup>th</sup> day of April,  
2021, in the presence.

[Signature]  
UNOFFICIAL WITNESS

[Signature]  
NOTARY PUBLIC  
My Commission Expires: January 15, 2023



[Signatures Continued on Following Page]



[Signatures Continued from Previous Page]

**Hospital Authority of Albany-Dougherty County,  
Georgia**

By: *Glenn A. Singfield*  
Print Name: GLENN A. SINGFIELD  
Print Title: Chairman

Signed, sealed and delivered,  
This 29<sup>th</sup> day of March  
2021, in the presence.

*Lisa J. Nutt*  
UNOFFICIAL WITNESS

*Becky E. Rossignol*  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



DOCH 006417  
FILED IN OFFICE  
10/18/2016 12:23 PM  
BK:4361 PG:140-141  
EVONNE S. MULL  
CLERK OF COURT  
DOUGHERTY COUNTY

REAL ESTATE TRANSFER TAX  
PAID: \$456.00

1720.006

Return To:  
Willis A. DuVall, Jr.  
Moore, Clarke, DuVall & Rodgers, P.C.  
P. O. Drawer 71727  
Albany, Georgia 31708-1727

PT-61 047-2016-002146

GEORGIA,  
DOUGHERTY COUNTY:

### DEED OF CONVEYANCE

THIS INDENTURE, made the 13<sup>th</sup> day of October, in the year 2016 between HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA, as party of the first part, hereinafter called Grantor, and PAAWS LLC, a Georgia limited liability company, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, personal representatives, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has bargained, remised, released, transferred and conveyed and do by these presents bargain, remise, release, transfer and convey to the said Grantee all the right, title, interest, claim or demand which the said Grantor has or may have had in and to the following described property ("Property"), to-wit:

All that tract or parcel of land situate, lying and being in the City of Albany, in Land Lots 366 and 367 of the First Land District of Dougherty County, Georgia and being all of Lot 2-D of the Resubdivision of Lots 2, 3, 5, 5 & 6 of Palmyra Park Medical Center Subdivision, according to a map or plat of said subdivision as same is recorded in Plat Cabinet 1, Slide B-88 in the Dougherty County, Georgia Superior Court Clerk's Office which plat is incorporated herein by this express reference thereto.

7400

SUBJECT TO THE FOLLOWING RESTRICTIONS: The Property shall be limited to the construction and maintenance of a medical office building (the "Building") for the care and treatment of human beings and parking facilities incidental thereto; provided that, without the prior written consent of the administrator of the Hospital (as defined below), no occupant of the Building shall use it for a "commercial ancillary service". A "commercial ancillary service" shall mean any service provided by an occupant of the Building on a commercial basis, including but not limited to any laboratory, x-ray, radiological imaging, physical therapy, pulmonary or cardiological testing, to persons who are not patients of such occupant. In no event shall the Building be used by occupants thereof as an out-patient surgical facility, birthing center or clinic in which to treat acquired immune deficiency syndrome ("AIDS). The foregoing is not intended to preclude treatment of persons diagnosed as having AIDS, for other illnesses, diagnosis or treatment so long as the primary or secondary use of the Building is not an AIDS clinic. The provisions of this paragraph shall be a covenant running with the land, enforceable for so long as the hospital currently known as Phoebe Putney Memorial Hospital (the "Hospital") continues to operate as an acute-care hospital adjacent to the Property. The Building shall be used solely by (a) physicians who are members in good standing on the active associate, consulting or courtesy medical staff of the Hospital, (b) the employees of such physicians, or (c) other persons with the prior written permission of the Hospital Administrator.

ALSO SUBJECT TO A RIGHT OF FIRST REFUSAL in favor of Grantor to purchase the Property or any portion thereof which may be offered for sale by Grantee as more fully set forth below. Notwithstanding the foregoing, it is understood and agreed by the parties that the Grantee may transfer the property to a related entity or make other transfers, so long as the transferee is a related entity, which may be in the best interest of Grantee for business reasons, without the same being considered a sale or an offer to sell the Property; however, the Property shall, as to any future sale, remain subject to Grantor's right of first refusal. The term "related entity" shall mean one in which at least fifty percent (50%) of the voting power is in the Grantee.

In the event of Grantor's exercise of the right of first refusal, unless otherwise agreed, the consideration to be paid by Grantor to Grantee shall be an amount equal to the price which a bona fide third party has, in good faith, offered to pay for the Property (the "Offer), and on terms no less favorable to Grantee than those contained in the Offer. Notice of the Offer shall contain all material terms of the proposed transaction. Grantor shall have thirty (30) days from its receipt of notice of the Offer within which to advise Grantee of Grantor's decision to buy or not to buy the Property. Closing shall occur no later than thirty (30) days from the date which Grantor advised Grantee of its decision to repurchase the Property. If the Grantor herein declines to buy the Property in accordance with this provision, Grantee shall have ninety (90) days to close on the sale in accordance with the Offer, or the right of first refusal shall again be applicable to the Property. This Right of First Refusal shall not impair any secured creditor's right to exercise a non-judicial power of sale with respect to the Property. This right of first refusal shall be a covenant running with the land.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor nor any other person or persons claiming under the Grantor shall at any time claim or demand any right, title or interest in or to the aforesaid described premises or its appurtenances.

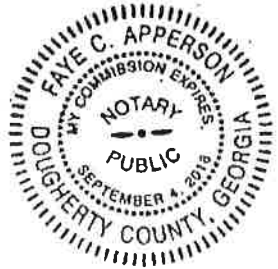
IN WITNESS WHEREOF, the Grantor has executed this document and affixed its seal hereto the day and year first above written.

Hospital Authority of Albany-Dougherty County, Georgia

By: Charles E. King  
Print Name: Charles E. King  
Print Title: Chairman

Signed, sealed and delivered,  
this 13<sup>th</sup> day of October,  
2016, in the presence of:

Jan E. Reynolds  
UNOFFICIAL WITNESS  
Faye C. Apperson  
NOTARY PUBLIC  
My Commission Expires: 9/4/2018



Please Return To:  
Willis A. DuVall, Jr.  
Moore, Clarke, DuVall & Rodgers, P.C.  
P.O. Drawer 71727  
Albany, GA 31708-1727  
MCDR File No. 16452.022

Please Cross-reference to:  
Deed of Conveyance dated October 13, 2016,  
and recorded in **Deed Book 4361, Page 140**;  
and **Deed Book 4882, Page 93**; Dougherty  
County, Georgia Public Deed Records

## **SECOND AMENDMENT TO DEED RESTRICTIONS**

THIS SECOND AMENDMENT TO DEED RESTRICTIONS (this “Second Amendment”), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA** (“Authority”) and **ALBANY AREA PRIMARY HEALTH CARE, INC., A GEORGIA CORPORATION** (“AAPHC”).

### **Preliminary Recitals**

A. WHEREAS, Authority and PAAWS, LLC, a Georgia limited liability company (“PAAWS”), were parties to a Deed of Conveyance dated October 13, 2016, and recorded in Deed Book 4361, Page 140, Dougherty County, Georgia Public Deed Records (the “Deed of Conveyance”); and

B. WHEREAS, AAPHC has purchased or is about to purchase the property in the Deed of Conveyance known as 1912 Arlington Lane, Albany, Georgia 31701 (the “Property”) and the parties hereto desire to amend the Restrictions in the Deed of Conveyance and in the Amendment to Deed Restrictions recorded in Deed Book 4822, Page 93 (the “Amendment to Deed Restrictions”) to modify the Restrictions, as more fully described herein.

**NOW, THEREFORE**, in consideration of the foregoing, Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by each of the parties hereto, AAPHC and the Authority hereby agree as follows:

1. The recitals set forth above are accurate and hereby incorporated into the substantive body of this Second Amendment. All capitalized terms not otherwise defined herein shall have the same meaning set forth in the Deed of Conveyance and Amendment to Deed Restrictions.

2. The Restrictions in the Deed of Conveyance and in the Amendment to Deed Restrictions are hereby deleted, and the following Restrictions substituted in place of the Restrictions currently in the Deed of Conveyance and Amendment to Deed Restrictions:

The Property may not be used for: (i) the provision or operation of any "ancillary medical care service or facility" (as hereinafter defined) or (ii) the operation of an acute care general hospital, a specialty hospital, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient clinic, surgical center, emergency center, a home health service, a health maintenance organization or similar direct care provider, an ambulance service, a birthing center or an inhalation or physical therapy center. As used herein, an "ancillary medical care service or facility" shall mean and include, (x) any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, computerized tomography (CT) ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging), physical therapy services, or respiratory therapy service, and (y) the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a physician or by other health care professionals under the direct supervision of a physician, or a facility operated for the provision of any such service. Notwithstanding the foregoing, however, nothing in this paragraph shall prohibit the provision or conduct of diagnostic and treatment services and procedures by a physician or other health care professional under the supervision of a physician to any such physician's own patients, provided that such diagnostic and treatment services and procedures are (i) the kind and type usually and customarily provided by physicians of similar experience and training to patients in such physicians' own offices, and (ii) ancillary and incidental to such physician's primary medical practice and do not constitute the physician's primary medical practice or specialty nor the predominant services rendered by the physician to the physician's patients. This paragraph shall be a covenant running with the land, enforceable for so long as the hospital currently known as Phoebe Putney Memorial Hospital (the "Hospital") continues to operate as an acute-care hospital adjacent to the Property.

3. Ratification. Except as amended hereby, the Deed of Conveyance and Amendment to Deed Restrictions are and remain in full force and effect as of the date hereof.

4. Miscellaneous. This Second Amendment shall be governed and construed in accordance with the laws of the State of Georgia and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original but when taken together shall constitute a single instrument.

**[Signatures begin on following page]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Amendment to be executed as of the day and year first above written.

**Albany Area Primary Health Care, Inc.,  
a Georgia corporation**

By: \_\_\_\_\_  
Shelley Spires  
Title: Chief Executive Officer

Signed, sealed and delivered,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, in the presence.

\_\_\_\_\_  
UNOFFICIAL WITNESS

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

[Signatures Continued on Following Page]

[Signatures Continued from Previous Page]

**Hospital Authority of Albany-Dougherty County,  
Georgia**

By: \_\_\_\_\_  
Glenn A. Singfield  
Title: Chairman

Signed, sealed and delivered,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, in the presence.

\_\_\_\_\_  
UNOFFICIAL WITNESS

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

DOC# 003467  
FILED IN OFFICE  
06/11/2014 03:26 PM  
BK=4132 PG=32-32  
EVONNE S. MULL  
CLERK OF COURT  
DOUGHERTY COUNTY  
*Evonne S. Mull*  
REAL ESTATE TRANSFER TAX  
PAID= \$500.00

Please Return To:  
Willis A. DeVall Jr.  
Moore, Clarke, DeVall & Rodgers, P.C.  
P.O. Drawer 71727  
Albany, GA 31704-1727  
17963.001

LIMITED WARRANTY DEED

GEORGIA, DOUGHERTY COUNTY.

THIS INDENTURE, made this 9<sup>th</sup> day of June, in the year Two Thousand Fourteen (2014), between RUTH H. CROUCH, as Party of the First Part, hereinafter called "Grantor", and PAAWS LLC, A GEORGIA LIMITED LIABILITY COMPANY, as Party of the Second Part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their legal representatives, heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of TEN DOLLARS AND NO/100 (\$10.00) and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that tract or parcel of land lying and being in Land Lot 367 in the First Land District, City of Albany, Dougherty County, Georgia, and being more particularly described as follows: Beginning at the southeast corner of Lot 2 of Palmyra Park Medical Center Subdivision as shown on a map or plat of said subdivision as same is recorded in Plat Book 4, Page 157, (Plat Cabinet 1, Slide B-39) in the Office of the Clerk of Superior Court of Dougherty County, Georgia, and run thence north 53 degrees 55 minutes east along the southeast right of way of Thirteenth Avenue a distance of 145.99 feet to a point; run thence south 42 degrees 45 minutes east a distance of 232.05 feet to a point; run thence south 47 degrees 15 minutes west a distance of 145 feet to a point; run thence north 42 degrees 45 minutes west along the northeast right of way line of Arlington Lane a distance of 249 feet to the point of beginning. Said property is also identified as Lot 2A of the resubdivision of Lots 2, 3, 4, 5 and 6 of Palmyra Park Medical Center Subdivision, according to a map or plat of said resubdivision as same is recorded in Plat Cabinet 1, Slide B-88, in the Office of the Clerk of Superior Court of Dougherty County, Georgia.

The above-described property is conveyed subject to any and all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, heirs and assigns, forever in FEE SIMPLE.

AND THE SAID Grantor, for successors and assigns, will warrant and forever defend the right and title to the above-described property unto the said Grantee, against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal, on the day and year first above written.

*Ruth H. Crouch* (S.E.M.)  
RUTH H. CROUCH

Signed, sealed and delivered  
this 9<sup>th</sup> day of June,  
2014, in the presence of:

*Carl R. ...*  
UNOFFICIAL WITNESS

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_





DOCH 003466  
FILED IN OFFICE  
06/11/2014 03:26 PM  
BK=4132 PG=28-31  
EVONNE S. MULL  
CLERK OF COURT  
DOUGHERTY COUNTY

AFTER RECORDING RETURN TO:  
WILLIS A. DUVALL, JR.  
MOORE, CLARKE, DUVALL & RODGERS, PC  
2829 OLD DAWSON ROAD  
ALBANY, GEORGIA 31707 11963.001

PLEASE CROSS REFERENCE TO:  
DEED BOOK 2533, PAGE 106  
DOUGHERTY COUNTY LAND RECORDS

SUBORDINATION AGREEMENT

GEORGIA, DOUGHERTY COUNTY.

THIS SUBORDINATION AGREEMENT (the "Agreement") entered into this 9<sup>th</sup> day of June, 2014, between HOSPITAL AUTHORITY OF ALBANY- DOUGHERTY COUNTY, GEORGIA, (the "Authority,") and DR. JONATHAN PAUL PAYNE, ("Payne"),

RECITALS:

- (a) This Agreement relates to Lot 2A of the Resubdivision of Lots 2, 3, 4, 5 and 6 of Palmyra Park Medical Center Subdivision according to a plat of survey thereof recorded in Plat Cabinet 1, Slide B-88, in the office of the Clerk of Superior Court of Dougherty County, Georgia (the "Property"); and
- (b) The Authority is the successor in interest to the contract rights of Palmyra Park Hospital, Inc. which relate to the former Palmyra Park Hospital campus in Albany, Dougherty County, Georgia, by virtue of that certain Assignment and Assumption Agreement between the Authority as assignee and, as assignors, Palmyra Park Hospital, LLC, successor to Palmyra Park Hospital, Inc. pursuant to a statutory conversion, et al, said agreement dated as of December 15, 2011; and
- (c) Pursuant to a warranty deed from Mariellen J. Bateman to Annette H. Gay, dated February 13, 2003, recorded in Deed Book 2533, page 106, Dougherty County land records, a right of first refusal ("Right of First Refusal") was established in favor of Palmyra Park Hospital Inc. to purchase the Property should the owner thereof desire to sell or convey the Property or any portion thereof to a third party, the terms and provisions of the Right of First Refusal being set forth in said deed; and
- (d) Ruth H. Crouch (Crouch") has succeeded to the ownership of the Property;
- (e) Payne is desirous of entering into an agreement with Crouch covering the Property by which Payne either purchases, leases, or leases with an option to purchase the Property; and
- (f) The parties acknowledge that the Property is subject the Right of First Refusal in favor of the Authority; and

00093807-

1

- (g) The Authority is willing to accommodate Payne in his acquiring either an ownership interest or a leasehold interest in the Property from Crouch.

NOW, THEREFORE, FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged by all parties to this agreement, it is agreed as follows:

(1) The Authority hereby specifically subordinates its Right of First Refusal covering the Property to: (a) a deed of conveyance of the Property from Crouch to Payne, or to a lease or lease-purchase agreement covering the Property between Crouch as landlord and Payne as tenant; and, (b) provided Payne acquires the Property in fee simple ownership by deed of conveyance from Crouch, to either a first lien purchase money deed to secure debt granted by Payne to a commercial banking lender conveying the Property to said lender as collateral for a purchase money loan on the Property or to a seller-financed first lien purchase money security deed covering the Property granted by Payne back to Crouch.

(2) The subordination granted herein shall apply to Payne and also to a corporation or limited liability company in which Payne is the majority stockholder or member should Payne acquire the Property in such an entity name rather than in his individual name.

(3) This agreement does not subordinate the Authority's Right of First Refusal as to any other conveyance, lease, assignment or agreement regarding the Property, so that the Right of First Refusal remains in full force and effect in favor of the Authority as to any future proposed conveyance, lease, assignment or agreement concerning the Property.

(4) Phoebe Putney Health System, Inc., a Georgia non-profit corporation ("PPHS"), and Phoebe Putney Memorial Hospital, Inc., a Georgia non-profit corporation ("PPMH"), join in the execution of this deed for the express purpose of confirming that neither PPHS nor PPMH received any interest of any kind or nature in the Right of First Refusal, said interest being held solely by the Authority.

*[Signatures on next pages]*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their respective duly authorized officers on the day and year first above written.

Hospital Authority of Albany-Dougherty County

By: Ralph S. Rosenberg  
Ralph S. Rosenberg, Chairman

Signed, sealed and delivered in the presence of:

Becky Rossignol  
Unofficial Witness  
Mary S. Barfield  
Notary Public  
My commission expires: \_\_\_\_\_  
(Notary Seal)

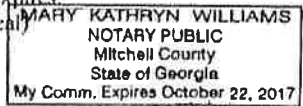


Phoebe Putney Health System, Inc.

By: Joel Wernick  
Joel Wernick, President

Signed, sealed and delivered in the presence of:

Sharon S. Hamilton  
Unofficial Witness  
Mary Kathryn Williams  
Notary Public  
My commission expires: \_\_\_\_\_  
(Notary Seal)



Phoebe Putney Memorial Hospital, Inc.

By: *Joel Wernick*  
Joel Wernick, President

Signed, sealed and delivered  
in the presence of:

*Thomas J. Chamberlain*  
Unofficial Witness

*Mary Kathryn Williams*  
Notary Public

My commission expires:  
(Notary Seal)

95-V-75

MARY KATHRYN WILLIAMS  
NOTARY PUBLIC  
Mitchell County  
State of Georgia  
My Comm. Expires October 22, 2017

0005887

4

DOC# 010786  
FILED IN OFFICE  
10/02/2006 03:13 PM  
BK: 3223 PG: 294-296  
EVONNE B. MULL  
CLERK OF COURT  
DOUGHERTY COUNTY  
REAL ESTATE TRANSFER T  
AX  
PAID: \$0.00

After recording return to:  
William T. Divine, Jr.  
Divine, Finney & Dorough, P.C.  
Post Office Box 64  
Albany, Georgia 31702-0064

### DEED OF ASSENT

STATE OF GEORGIA  
COUNTY OF DOUGHERTY

WHEREAS, ANNETTE H. GAY, died a resident of Dougherty County, Georgia, on the 1<sup>st</sup> day of November, 2004, leaving a Will which has been probated in Solemn Form on the 8<sup>th</sup> day of November, 2004, in the Probate Court of said County; and

WHEREAS, under the terms of Item III of said Will, the following described property was devised to RUTH H. CROUCH, in fee simple, to wit:

All those tracts or parcels of land lying and being in the County of Dougherty, State of Georgia, and being more particularly described as follows:

**TRACT 1:** A one-half (½) undivided interest in and to all of Lot 1, Block Two, in Florary Subdivision according to a map or plat of same recorded in Plat Book 1, Page 86 (Plat Cabinet A, Slide 11) in the office of Clerk of Superior Court of Dougherty County, Georgia.

Also, the following parcel: with the southeast corner of said Lot 1, Block Two of the Florary Subdivision as a Point of Beginning, run in a southeasterly direction along the northwest line of a 12.5 foot alley for a distance of 57.5 feet to the southeast corner of the intersection of the Julia and Florence Road (now Florence Drive); thence run in a northerly direction along the east line of Florence Drive for a distance of 111.00 feet to the southwest corner of said Lot 1, Block Two; thence run southeasterly along the southwest line of said Lot 1, Block Two, for a chord distance of 82.00 feet and for an arc distance of 83.00 feet to the Point of Beginning.

Said property is numbered 518 Florence Drive, Albany, Dougherty County, Georgia, according to the present system of numbering.

**TRACT 2:** All of Lot 2A of the resubdivision of Lots 2, 3, 4, 5 and 6 of Palmyra Park Medical Center Subdivision, according to a map or plat of said resubdivision as same is recorded in Plat Cabinet 1, Slide B-88 in the office of the Clerk of Superior Court of Dougherty County, Georgia, same being numbered 808 Thirteenth Avenue, Albany, Dougherty County, Georgia according to

DIVINE, FINNEY & DOROUGH, PC  
ATTORNEYS AT LAW  
600 N. JACKSON STREET  
POST OFFICE BOX 64  
ALBANY, GEORGIA  
31702-0064

N3962-04.D15(1)

the present system of numbering; all as more particularly described and shown on Exhibit "A", attached hereto and made a part hereof.

This Deed of Assent is specifically made subject to the use restrictions set forth on said Exhibit "A", visible easements, restrictions and easements of record, the right of first refusal granted to Palmyra Park Hospital, Inc. more particularly set forth in Deed recorded in Deed Book 2533, Page 106 in the office of the Clerk of Superior Court of Dougherty County, Georgia; and to ad valorem taxes for the year 2006.

Also transferred and conveyed to Grantee herein is that certain Commercial Lease Contract dated June 12, 2002 between Mariellen J. Bateman d/b/a Bateman Rentals and Albany Family Care Center, LLC, Derek J. Heard, M.D., Michael D. Satchell, M.D. and Kimberly B. Williams, M.D.

WHEREAS, the undersigned duly qualified as Co-Executors of the Estate of ANNETTE H. GAY, deceased, and are now administering the estate under the terms of said Will; and it has been determined that all debts and claims against the estate have been fully paid.

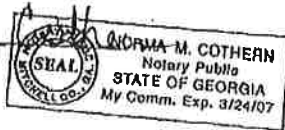
NOW, THEREFORE, the undersigned, as Co-Executors of the Will of the said ANNETTE H. GAY, deceased, hereby assent to the devise of said property under the terms of Item III of said Will, so that full, fee simple title thereto is vested in RUTH H. CROUCH, individually, as provided in Item III of said Will.

WITNESS, the hands and seals of the Co-Executors, this 30<sup>th</sup> day of September, 2006.

Signed, sealed and delivered  
in the presence of:

W. T. Divine Jr.  
Witness

Norma  
Notary Public

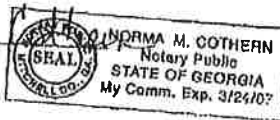


Ruth H. Crouch  
RUTH H. CROUCH, as Co-Executor  
of the Last Will and Testament of Annette  
H. Gay, deceased.

Signed, sealed and delivered  
in the presence of:

W. T. Divine Jr.  
Witness

Norma  
Notary Public



Eugene Hardy Crouch  
EUGENE HARDY CROUCH, as Co-  
Executor of the Last Will and Testament of  
Annette H. Gay, deceased.

DIVINE, FINNEY & DOROUGH, PC  
ATTORNEYS AT LAW  
600 N. JACKSON STREET  
POST OFFICE BOX 84  
ALBANY, GEORGIA  
31702-0084

N3962-04.D15(1)

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 367 in the First Land District, City of Albany, Dougherty County, Georgia, and being more particularly described as follows: Beginning at the southeast corner of Lot 2 of Palmyra Park Medical Center Subdivision as shown on a map or plat of said subdivision as same is recorded in Plat Book 4, Page 157, (Plat Cabinet 1, Slide B-39) in the office of the Clerk of Superior Court of Dougherty County, Georgia, and run thence north 53 degrees 55 minutes east along the southeast right of way of Thirteenth Avenue a distance of 145.99 feet to a point; run thence south 42 degrees 45 minutes east a distance of 232.05 feet to a point; run thence south 47 degrees 15 minutes west a distance of 145 feet to a point; run thence north 42 degrees 45 minutes west along the northeast right of way line of Arlington Lane a distance of 249 feet to the point of beginning. Said property is also identified as Lot 2A of the resubdivision of Lots 2, 3, 4, 5 and 6 of Palmyra Park Medical Center Subdivision, according to a map or plat of said resubdivision as same is recorded in Plat Cabinet 1, Slide B-88, in the office of the Clerk of Superior court of Dougherty County, Georgia.

The Property may not be used for: (i) the provision or operation of any "ancillary medical care service or facility" (as hereinafter defined) or (ii) the operation of an acute care general hospital, a specialty hospital, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient clinic, surgical center, emergency center, a home health service, a health maintenance organization or similar direct care provider, an ambulance service, a birthing center or an inhalation or physical therapy center. As used herein, an "ancillary medical care service or facility" shall mean and include, (x) any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, computerized tomography (CT) ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging), physical therapy services, or respiratory therapy service, and (y) the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a physician or by other health care professionals under the direct supervision of a physician, or a facility operated for the provision of any such service. Notwithstanding the foregoing, however, nothing in this paragraph shall prohibit the provision or conduct of diagnostic and treatment services and procedures by a physician or other health care professional under the supervision of a physician to any such physician's own patients, provided that such diagnostic and treatment services and procedures are (i) the kind and type usually and customarily provided by physicians of similar experience and training to patients in such physicians' own offices, and (ii) ancillary and incidental to such physician's primary medical practice and do not constitute, the physician's primary medical practice or specialty nor the predominant services rendered by the physician to the physician's patients. This paragraph shall be a covenant running with the land and shall be binding until such time as UCA or its subsidiary permanently closes Palmyra Park Medical Center (the "Hospital")

All physicians who conduct a medical practice and related activities at the Property must be and remain appropriately licensed and in good standing with the state licensing board and any applicable, federal, state or local certification or licensing agency or office, without restriction, not subject to any sanction, exclusion order, or other disciplinary order with respect to his or her participation in any federal or state healthcare program. Further, each such physician must be qualified to be a member of the active medical staff of the Hospital; provided, however, that nothing in this paragraph shall require any physician who conducts a medical practice at the Property actually to be a member of the Hospital's active medical staff.

AFTER RECORDING RETURN TO:  
W DOUGLAS DIVINE  
Post Office Box 64  
Albany, GA 31702-0064

DOUGHERTY COUNTY, GEORGIA  
Real Estate Transfer Tax

PAID \$ 565.00

DATE 2-14-03

*Ynda M. Hard*  
Clerk of Superior Court

*MLP*

FILED  
2003 FEB 14 AM 10:36  
DOUGHERTY COUNTY  
CLERK OF COURTS

WARRANTY DEED

GEORGIA, DOUGHERTY COUNTY

THIS INDENTURE, made this 13<sup>th</sup> day of February 2003, between  
MARIELLEN J. BATEMAN of the County of Dougherty and State of Georgia of the first part,  
herein called "Grantor", and ANNETTE H. GAY of the County of Dougherty and State of  
Georgia of the second part, herein called "Grantee";

WITNESSETH: That the Grantor for and in consideration of the sum of TEN  
AND NO/100 DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS, in hand  
paid at and before the sealing and delivery of these presents, the receipt whereof is hereby  
acknowledged, has granted, bargained, sold and conveyed and by these presents does grant,  
bargain, sell and convey unto the Grantee and the heirs, executors, administrators, successors and  
assigns of Grantee, the following described property:

All that tract or parcel of land lying and being in the City of Albany, Dougherty  
County, Georgia containing 0.801 acres designated as part of Lot 2, Palmyra Park  
Medical Center Subdivision and being more particularly described on Exhibit "A"  
attached hereto and made a part hereof by this express reference

TOGETHER WITH: All improvements now located on or in such real property  
and all rights, privileges and easements appurtenant to such real property.

Subject to visible easements and restrictions and easements of record

DIVINE & DOROUGH, PC  
ATTORNEYS AT LAW  
600 N. JACKSON STREET  
POST OFFICE BOX 64  
ALBANY, GEORGIA  
31702-0064

W251-016.D07



Right of  
1st Refusal

For and in consideration of the purchase of the property by the Grantee herein, and other good and valuable consideration, Grantee does hereby grant to Palmyra Park Hospital, Inc., its successors and assigns a Right of First Refusal to purchase the property more particularly described on Exhibit "A" in accordance with the following terms and conditions.

Grantee shall not sell or convey all or any portion of the property to any party unless Grantee shall have first offered to sell the property to Palmyra Park Hospital, Inc. by written offer containing the terms and conditions and purchase price for which Grantee would convey the property in a bonafide sale. Such written notice shall be transmitted to Palmyra Park Hospital, Inc. via certified mail, return receipt requested. Grantee has no duty to first obtain a binding offer in writing from a third party, but need only offer the terms and conditions under which Grantee would sale the property. No such notice or offer shall be made in connection with a transfer by Grantee to or for the benefit of a family member or by or through Grantee's estate.

Under said offer, Palmyra Park Hospital, Inc. shall notify Grantee or Grantee's successors and/or assigns within 15 calendar days of Grantee's intention to accept the offer or refuse the offer. In the event Palmyra Park Hospital, Inc. fails to respond in writing via certified mail to Grantee herein within said 15 calendar days, this Right of First Refusal shall terminate and be of no further force or effect. In the event Palmyra Park Hospital, Inc. exercises this Right of First Refusal to purchase the property, a closing shall occur not less than 30 days subsequent to receipt of the written acceptance by Grantee herein.

The above Right of First Refusal shall be a covenant running with the land.

To have and to hold the said bargained premises, together with all and singular, the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee and the heirs, executors, administrators, successors and assigns of Grantee, in fee simple.

And Grantor and the heirs, executors, administrators, successors and assigns of Grantor, warrant the title to the said bargained premises against the claim of all and every other person or persons whatsoever, and shall and will warrant and forever defend the title to said bargained premises by virtue of these presents.

IN TESTIMONY WHEREOF, Grantor has caused this deed to be properly signed and sealed the day and year first above written

<<<SIGNATURES ON NEXT PAGE>>>

W251-016.D07

DIVINE & DOROUGH, PC  
ATTORNEYS AT LAW  
600 N. JACKSON STREET  
POST OFFICE BOX 54  
ALBANY, GEORGIA  
31702-0054

Signed, sealed and delivered  
in the presence of:

*W. [Signature]*  
WITNESS

*Mariellen Bateman* LS  
MARIELLEN I/BATEMAN

*[Signature]*  
NOTARY PUBLIC

My Commission expires: My Commission Expires October 2, 2006  
U [AFFIX NOTARY SEAL]



DIVINE & DOROUGH, PC  
ATTORNEYS AT LAW  
600 N. JACKSON STREET  
POST OFFICE BOX 64  
ALBANY, GEORGIA  
31702-0064

W251-016.D07

3

The Property

Address: 808 Thirteenth Avenue  
Albany, Georgia

All that tract or parcel of land lying and being in Land Lot 367 in the First Land District, City of Albany, Dougherty County, Georgia, and being more particularly described as follows:

Beginning at the southwest corner of Lot 2 of Palmyra Park Medical Center Subdivision as shown on a map or plat of said subdivision as same is recorded in Plat Book 4, Page 157, (Plat Cabinet 1, Slide B-39) in the office of the Clerk of Superior Court of Dougherty County, Georgia, and run thence north 53 degrees 55 minutes east along the southeast right of way of Thirteenth Avenue a distance of 145.99 feet to a point; run thence south 42 degrees 45 minutes east a distance of 232.05 feet to a point; run thence south 47 degrees 15 minutes west a distance of 145 feet to a point; run thence north 42 degrees 45 minutes west along the northeast right of way line of Arlington Lane a distance of 249 feet to the point of beginning. Said property is also identified as Lot 2A of the resubdivision of Lots 2, 3, 4, 5 and 6 of Palmyra Park Medical Center Subdivision, according to a map or plat of said resubdivision as same is recorded in Plat Cabinet 1, Slide B-88, in the office of the Clerk of Superior court of Dougherty County, Georgia

The Property may not be used for: (i) the provision or operation of any "ancillary medical care service or facility" (as hereinafter defined) or (ii) the operation of an acute care general hospital, a specialty hospital, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient clinic, surgical center, emergency center, a home health service, a health maintenance organization or similar direct care provider, an ambulance service, a birthing center or an inhalation or physical therapy center. As used herein, an "ancillary medical care service or facility" shall mean and include, (x) any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, computerized tomography (CT) ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging), physical therapy services, or respiratory therapy service, and (y) the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a physician or by other health care professionals under the direct supervision of a physician, or a facility operated for the provision of any such service. Notwithstanding the foregoing, however, nothing in this paragraph shall prohibit the provision or conduct of diagnostic and treatment services and procedures by a physician or other health care professional under the supervision of a physician to any such physician's own patients, provided that such diagnostic and treatment services and procedures are (i) the kind and type usually and customarily provided by physicians of similar experience and training to patients in such physicians' own offices, and (ii) ancillary and incidental to such physician's primary medical practice and do not constitute the physician's primary medical practice or specialty nor the predominant services rendered by the physician to the physician's patients. This paragraph shall be a covenant running with the land and shall be binding until such time as HCA or its subsidiary permanently closes Palmyra Park Medical Center (the "Hospital").

All physicians who conduct a medical practice and related activities at the Property must be and remain appropriately licensed and in good standing with the state licensing board and any applicable, federal, state or local certification or licensing agency or office, without restriction, not subject to any sanction, exclusion order, or other disciplinary order with respect to his or her participation in any federal or state healthcare program. Further, each such physician must be qualified to be a member of the active medical staff of the Hospital; provided, however, that nothing in this paragraph shall require any physician who conducts a medical practice at the Property actually to be a member of the Hospital's active medical staff.

RECORDED DATE 02-17-03  
EVONNE S. MULL CLERK  
DOUGHERTY COUNTY, GEORGIA

DOUGHERTY COUNTY, GEORGIA  
Real Estate Transfer Tax

PAID \$ 70.00

DATE 2-14-03

Yvonda M. Ward  
Clerk of Superior Court

FILED  
2003 FEB 14 AM 10:33

DOUGHERTY COUNTY  
CLERK OF COURTS

Return to:  
Wallace D. Bonner, Jr.  
Hodges, Erwin, Hadrick & Coleman, LLP  
Post Office Box 2320  
Albany, Georgia 31702-2320

**LIMITED WARRANTY DEED**

STATE OF GEORGIA, COUNTY OF DOUGHERTY

THIS INDENTURE, Made the 12th day of February, 2003, between

**PALMYRA PARK HOSPITAL, INC.**

as party or parties of the first part, and hereinafter called Grantor, and

**MARIELLEN J. BATEMAN**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, personal representatives, successors and assigns where the context requires or permits).

**WITNESSETH:** That said party of the first part, for and in consideration of **TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS** in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the said part of the second part, its heirs and assigns, all that tract or parcel of land described as follows:

All that tract or parcel of land lying and being in the City of Albany, Dougherty County, Georgia and being more particularly described as follows: BEGIN at the southwest corner of Lot Number 2, of Palmyra Park Medical Center Subdivision as shown on that certain map or plat of said subdivision recorded in Plat Book 4, page 157, in the office of the Clerk of Superior Court of Dougherty County, Georgia, and from said point of beginning run thence north 53 degrees 55 minutes east a distance of 145.99 feet to a point; run thence south 42 degrees 45 minutes east a distance of 232.05 feet to a point; run thence south 47 degrees 15 minutes west a distance of 145.00 feet to a point; run thence north 42 degrees 45 minutes west a distance of 249.00 feet to the point of beginning. Said property containing 0.801 acres of land and is shown on that certain survey by Richard M. Pace, Georgia Registered Land Surveyor, Number 1509 designated as boundary survey, part of Lot 2, Palmyra Park Medical Center Subdivision, part of Land Lot 367, First Land District, Albany, Dougherty County, Georgia.

Together with and subject to rights-of-way, covenants, easements and restrictions of record. The Property described above is conveyed subject to the use restrictions set forth on Exhibit A attached hereto.  
**TO HAVE AND TO HOLD** the said property hereinbefore described, together with all and singular the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, in fee simple;

**AND THE SAID** party of the first part specially warrants title to the above described property unto the said party of the second part against the claims of all persons claiming by, through, or under the said party of the first part.

**IN WITNESS WHEREOF**, the said party of the first part has hereunto set hand and seal, the day and year above written.

**PALMYRA PARK HOSPITAL, INC.**

By: [Signature] (SEAL)  
Title V-P

Attest: \_\_\_\_\_ (SEAL)  
Title \_\_\_\_\_

Signed, sealed and delivered  
in presence of:  
[Signature]

WITNESS  
[Signature]  
NOTARY PUBLIC

My Commission Expires: May 28, 2006  
(NOTARY SEAL)



EXHIBIT A

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*use restriction*

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RECORDED DATE: 02-17-03  
 EVONNE S. MULL, CLERK  
 DOUGHERTY COUNTY, GEORGIA

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