

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Amendment") is made and entered into as of this 12th day of August, 2022 by and between SHG Dunwoody, LLC, a North Carolina limited liability company, via assignment from Summit Healthcare Group, LLC, a North Carolina limited liability company ("Purchaser") and City of Dunwoody, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia ("Seller").

WITNESSETH:

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

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

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

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

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

3. Section 7(a)(1) shall be deleted and replaced with the following:

"The Closing shall take place on the earlier of June 1, 2023 or within ten (10) Business Days after Seller's satisfaction of all conditions to Purchaser's obligation to close on the purchase, including, but not limited to, the conditions set forth in Section 8(k)."

4. Pursuant to Section 7(a)(2) of the Agreement, as detailed in the Third Amendment

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

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

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

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

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

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

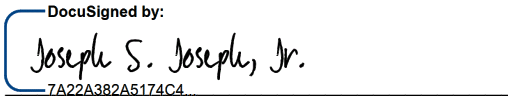
(SIGNATURE PAGES TO FOLLOW)

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

PURCHASER:

SHG DUNWOODY, LLC,
A North Carolina limited liability company

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

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

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SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]**

SELLER:

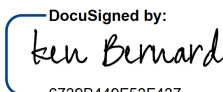
THE CITY OF DUNWOODY,
GEORGIA, a municipal corporation
Of the State of Georgia

By: _____
Lynn Deutsch
Its: Mayor

Attest:
By:  _____
Sharon Lowery
Its: City Clerk

[CORPORATE SEAL OF SELLER]

Read and Approved:

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

Certificate Of Completion

Envelope Id: D1499C6C39E14CF384B71C5E515584E6

Status: Sent

Subject: Please DocuSign: Dunwoody 4th Amendment.pdf

Source Envelope:

Document Pages: 4

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Adrianne F. Edmonds

AutoNav: Enabled

PO Box 21847

Envelopeld Stamping: Enabled

Greensboro, NC 27420

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

aedmonds@schellbray.com

IP Address: 207.144.95.210

Record Tracking

Status: Original

Holder: Adrianne F. Edmonds

Location: DocuSign

8/12/2022 8:31:27 AM

aedmonds@schellbray.com

Signer Events

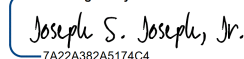
Joseph S. Joseph, Jr.

jjoseph@summithg.com

Manager

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Signed: 8/12/2022 8:44:19 AM

Electronic Record and Signature Disclosure:

Accepted: 8/12/2022 8:44:00 AM

ID: 1f17e648-1ae3-4a18-b676-b5603b78ffd5

Ken Bernard

kbernard@sherrodandbernard.com

DocuSign Ink

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Signed: 8/12/2022 9:12:34 AM

Electronic Record and Signature Disclosure:

Accepted: 8/12/2022 9:10:29 AM

ID: aaadde5f-92ab-4b8a-8643-06556381a064

Lynn Deutsch

lynn.deutsch@dunwoodyga.gov

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sharon Lowery

sharon.lowery@dunwoodyga.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Signed: 8/12/2022 8:47:20 AM

Electronic Record and Signature Disclosure:

Accepted: 8/12/2022 8:46:48 AM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Thomas Mitchell

thomas.mitchell@carmitch.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

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Certified Delivered

Security Checked

8/12/2022 8:46:48 AM

Signing Complete

Security Checked

8/12/2022 8:47:20 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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