

**CITY OF ANNISTON
SEPTEMBER 6, 2016
5:30 P.M.**

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
- **STAFF ADDITIONS/DELETIONS TO THE AGENDA**
- **ADOPTION OF AGENDA**

I. UNFINISHED BUSINESS – None

II. CONSENT AGENDA

- (a) Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the city.
- (b) Resolution authorizing the Mayor to execute a contract for Professional Auditing Services.
- (c) Motion amending the City of Anniston Policies and Procedures Manual to include "Mandatory Direct Deposit of Employee Wages".
- (d) Resolution authorizing the submission of a grant application to the National Endowment For the Arts.

III. ORDINANCES

- (a) Authorizing execution of agreement between the City of Anniston and the Regional Medical Center Board and further authorizing the reincorporation of the Regional Medical Center Board as "The Health Care Authority of the City of Anniston." **Second Reading**

IV. RESOLUTIONS

- (a) Authorizing the City Manager to execute an Agreement regarding donation of property.

V. RECOGNITIONS

- (a) Ken Rollins – Honorary Street Naming

VI. CITY MANAGER PRESENTATION OF PROPOSED FY 2017 GENERAL FUND BUDGET

VII. CONDUCT PUBLIC HEARING

Speaking to a Public Hearing Item

In the interest of time and to ensure the fairness of all persons who appear before the City Council to speak for or against a public hearing item, speakers will be limited to three (3) minutes each to address City Council except as described herein. One speaker for the Petitioner may address the City Council for no more than 10 minutes, unless extended by the Mayor. In an effort help the City Council and the general public to better understand the issues, the Mayor may request that a City staff member address the City Council from the podium. Speakers from the general public may only speak when recognized by the Mayor during the public hearing. Speakers will be asked to come to the podium to address the City Council for three (3) minutes and they shall state their name and resident address for the record. Speakers addressing City Council on a public hearing item should coordinate comments in order to respect City Council's time constraints. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

(a) Receive public comments regarding the Proposed FY 2017 General Fund Budget.

VIII. OTHER ADDITIONAL OR FURTHER MATTERS THAT MAY COME BEFORE COUNCIL

COUNCIL COMMENTS

ADJOURNMENT

MINUTES

8/1/2016

Anniston, Alabama
August 1, 2016

The City Council of the City of Anniston, Alabama, met in Regular Session in the Council Chamber in the City Hall of the City of Anniston, Alabama, on Monday, August 1, 2016, at approximately 5:33 o'clock p.m.

Franklin Graham prayed the Invocation.

Franklin Graham led the Pledge of Allegiance to the Flag.

Mayor Stewart called the meeting to order. On call of the roll the following Council Members were found to be present: Council Members Jenkins, Reddick, Harris and Stewart; absent: Council Member Selase. A quorum was present and the meeting opened for the transaction of business.

Brian Johnson, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Harris made a motion to waive the reading of the minutes of July 18, 2016. The motion was seconded by Council Member Reddick; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Harris and Stewart; nays: none; absent: Council Member Selase. The motion carried.

Council Member Jenkins made a motion to approve the minutes of July 18, 2016. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Harris and Stewart; nays: none; absent: Council Member Selase. The motion carried.

Council Member Harris made a motion to remove from the agenda the Board Confirmation hearings and resolutions for Jerome Freeman, Anniston Water Works and Sewer Board, and James Stirling, Anniston Historic Preservation Commission, and to adopt the agenda as amended. The motion was seconded by Council Member Jenkins.

Council Member Reddick stated he would like to leave the Board Confirmation hearing and resolution for Jerome Freeman, Anniston Water Works and Sewer Board, on the agenda. He stated no one had contacted him about removing this item from the agenda and he had come and had Mr. Freeman come to the meeting expecting that Mr. Freeman would be reappointed today.

On call of the roll on Council Member Harris' motion to remove from the agenda the Board Confirmation hearings and resolutions for Jerome Freeman, Anniston Water Works and Sewer Board, and James Stirling, Anniston Historic Preservation Commission, and to adopt the agenda as amended and Council Member Jenkins' second to said motion the following vote was recorded: ayes: Council Members Jenkins, Harris and Stewart; nays: Council Member Reddick; absent: Council Member Selase. The motion carried.

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Franklin Graham, F & S Body Shop and Wrecker Service, addressed the Council in opposition to the proposed ordinance amending wrecker service in the city.

Jerome Freeman addressed the Council stated that removing the resolution reappointing him to the Anniston Water Works and Sewer Board was discouraging to the citizens.

Jim Pritchett, 102 Towing, addressed the Council in opposition to the proposed ordinance amending wrecker service in the city.

Council Member Harris made a motion to approve the Consent Agenda items:

- (a) Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the city.
- (b) Resolution declaring a reported condition to be a nuisance. (Group 2016-04 Vehicles)
- (c) Resolution declaring a reported condition to be a nuisance. (Group 2016-08 Grass and Debris)
- (f) Resolution declaring certain motor vehicles/equipment and personal property surplus and authorizing the disposal of said property.
- (g) Resolution appointing Election Officials for the Municipal Election on August 23, 2016, and, if necessary, the Run-Off Election on October 4, 2016.
- (h) Resolution establishing the use of electronic vote counting devices.
- (i) Resolution certifying the election of a certain School Board Member and directing the issuance of a Certificate of Election.
- (j) Resolution authorizing the submission of a grant application to the National Endowment for the Arts.
- (k) Resolution authorizing the City Manager to execute the Annual Application for Federal/State Assistance for Fiscal Year 2016 with the State of Alabama Department of Transportation.
- (l) Motion to suspend the rule requiring the City Council to meet on the third Monday of August, 2016 and to schedule a City Council meeting for Tuesday, August 30, 2016, at 12:00 p.m. in the City Council Chambers.
- (m) Motion to suspend the rule requiring the City Council to meet on the first Monday of September, 2016 and to schedule a City Council meeting for Tuesday, September 6, 2016, at 5:30 p.m. in the City Council Chambers.

The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Harris and Stewart; nays: none; absent: Council Member Selase. The motion carried.

Council Member Jenkins made a motion for the unanimous consent of the Council Members present to reintroduce and read by title Ordinance Number 16-O-11. The motion was seconded by Council Member Harris.

Mayor Stewart asked if anyone wished to address the Council either in favor of or in opposition to the reintroduction and reading by title of Ordinance Number 16-O-11.

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No one addressed the Council either in favor of or in opposition to the reintroduction and reading by title of Ordinance Number 16-O-11.

On call of the roll on Council Member Jenkins' motion for the unanimous consent of the Council Members present to reintroduce and read by title Ordinance Number 16-O-11 and Council Member Harris' second to said motion the following vote was recorded: ayes: Council Members Jenkins, Reddick, Harris and Stewart; nays: none; absent: Council Member Selase. The motion carried.

Unanimous consent of the Council Members present having been granted to reintroduce and read by title Ordinance Number 16-O-11, Council Member Jenkins reintroduced and read by title Ordinance Number 16-O-11 as follows:

(16-O-11, prohibiting use of metal detecting devices and the removal or disturbance of unexploded ordnances and other munitions and explosives of concern on land encompassing the former Fort McClellan)

Council Member Harris made a motion for the passage and adoption of Ordinance Number 16-O-11 as reintroduced and read by title. The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Harris and Stewart; nays: Council Member Reddick; absent: Council Member Selase. The motion carried and Ordinance Number 16-O-11 was passed and adopted.

Council Member Harris made a motion for the unanimous consent of the Council Members present to reintroduce and read by title Ordinance Number 16-O-12. The motion was seconded by Council Member Jenkins.

Mayor Stewart asked if anyone wished to address the Council either in favor of or in opposition to the reintroduction and reading by title of Ordinance Number 16-O-12.

No one addressed the Council either in favor of or in opposition to the reintroduction and reading by title of Ordinance Number 16-O-12.

On call of the roll on Council Member Harris' motion for the unanimous consent of the Council Members present to reintroduce and read by title Ordinance Number 16-O-12 and Council Member Jenkins' second to said motion the following vote was recorded: ayes: Council Members Jenkins, Reddick, Harris and Stewart; nays: none; absent: Council Member Selase. The motion carried.

Unanimous consent of the Council Members present having been granted to reintroduce and read by title Ordinance Number 16-O-12, Council Member Harris reintroduced and read by title Ordinance Number 16-O-12 as follows:

(16-O-12, amending Chapter 6 of the City Code to adopt the 2015 editions of certain technical codes and to enact certain rules and regulations governing building permits)

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Council Member Jenkins made a motion for the passage and adoption of Ordinance Number 16-O-12 as reintroduced and read by title. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Harris and Stewart; nays: Council Member Reddick; absent: Council Member Selase. The motion carried and Ordinance Number 16-O-12 was passed and adopted.

Council Member Reddick introduced and read Ordinance Number 16-O-13 as follows:

(16-O-13, revising a Fiber Optic Network Facilities Franchise Agreement by the City of Anniston, Alabama and M2 Connections, a division of JKM Consulting, Inc.)

Council Member Reddick made a motion for the unanimous consent of the Council Members present for the immediate consideration of Ordinance Number 16-O-13 as introduced and read. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Harris and Stewart; nays: none; absent: Council Member Selase. The motion carried. Unanimous consent of the Council Members present having been given for the immediate consideration of Ordinance Number 16-O-13 as introduced and read, Council Member Jenkins made a motion for the passage and adoption of Ordinance 16-O-13 as introduced and read. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Harris and Stewart; nays: none; absent: Council Member Selase. The motion carried and Ordinance Number 16-O-13 was passed and adopted.

Council Member Jenkins introduced and read Ordinance Number 16-O-14 as follows:

(16-O-14, Amending Section 31.32 and 31.33 of the Code of Ordinances of the City of Anniston, Alabama and repealing Section 31.34 through 31.39 of the same; Wrecker Service; First Reading)

Brian Johnson, City Manager, stated he would be available after the meeting to discuss Ordinance Number 16-O-14 with any of the wrecker service owners.

Council Member Harris thanked everyone who participated in the blood drive during the previous week at Golden Springs Baptist Church.

Council Member Reddick stated he had every right in the world to make his board appointment today. He stated the City had some of the best police officers in the world but they also had some who were members of a secessionist organization and spreading hate and he had asked for race relations training for City employees but could get no support. He stated he felt Mr. Barclay would still be alive if the training he had suggested had taken place.

Council Member Jenkins stated that the Council Members make board nominations and the Council makes board appointments. He stated racial sensitivity training was performed by the Anniston Police Department and all officers received that training. He stated there would be a bluegrass festival at Michael Tucker Park on September 10th. He stated he had attended two

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meetings in the African-American community concerning the theme of “where do we go from here” and avoiding the tragedies that have taken place in other parts of the country.

Mayor Stewart thanked Mr. Pritchett for opening a taxi service. He stated the Home Town Heroes Exhibit was continuing at the library during the month of August.

There being no further business to come before the meeting at that time Council Member Harris made a motion the meeting be adjourned. The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Harris and Stewart; nays: none; absent: Council Member Selase. The motion carried and the meeting was adjourned at approximately 6:13 o'clock p.m.

8/15/2016

Anniston, Alabama
August 15, 2016

The City Council of the City of Anniston, Alabama, met in Special Session in the Council Chamber in the City Hall of the City of Anniston, Alabama, on Monday, August 15, 2016, at approximately 5:47 o'clock p.m.

Darrin Douthitt prayed the Invocation.

Darrin Douthitt Selase led the Pledge of Allegiance to the Flag.

Mayor Stewart called the meeting to order. On call of the roll the following Council Members were found to be present: Council Members Jenkins, Reddick, Selase, Harris and Stewart; absent: none. A quorum was present and the meeting opened for the transaction of business.

Brian Johnson, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Reddick made a motion to adopt the agenda. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Council Member Selase made a motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 16-O-15. The motion was seconded by Council Member Harris.

Mayor Stewart asked if anyone wished to address the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 16-O-15.

No one addressed the Council either in favor of or in opposition to the introduction and reading by title of Ordinance Number 16-O-15.

On call of the roll on Council Member Selase's motion for the unanimous consent of the Council to introduce and read by title Ordinance Number 16-O-15 and Council Member Harris' second to said motion the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

Unanimous consent of the Council having been granted to introduce and read by title Ordinance Number 16-O-15, Council Member Selase introduced and read by title Ordinance Number 16-O-15 as follows:

(16-O-15, authorizing execution of an agreement between the City and the Regional Medical Center Board and further authorizing the reincorporation of the RMC Board as "The Health Care Authority of the City of Anniston"; First Reading)

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There being no further business to come before the meeting at that time Council Member Selase made a motion the meeting be adjourned. The motion was seconded by Council Member Jenkins; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and the meeting was adjourned at approximately 5:54 o'clock p.m.

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Anniston, Alabama
August 30, 2016

The City Council of the City of Anniston, Alabama, met in Special Session in the Council Chamber in the City Hall of the City of Anniston, Alabama, on Tuesday, August 30, 2016, at approximately 12:04 o'clock p.m.

Council Member Selase prayed the Invocation.

Council Member Selase led the Pledge of Allegiance to the Flag.

Mayor Stewart called the meeting to order. On call of the roll the following Council Members were found to be present: Council Members Jenkins, Reddick, Selase, Harris and Stewart; absent: none. A quorum was present and the meeting opened for the transaction of business.

Brian Johnson, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Selase made a motion to adopt the agenda. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried.

The Council canvassed the votes for the August 23, 2016, Municipal Election.

Council Member Harris introduced and read Resolution Number 16-R-93 as follows:

(16-R-93, certifying the results of the August 23, 2016 Municipal Election for City Council)

Council Member Harris made a motion for the passage and adoption of Resolution Number 16-R-93 as introduced and read. The motion was seconded by Council Member Jenkins.

Council Member Reddick asked if the Council should vote on declaring Council Member Jenkins to be elected to the Ward 1 Council position since there was some debate concerning his paperwork filing. And what were the legal ramifications,

Bruce Downey, City Attorney, stated he had seen nothing from a legal standpoint to keep this Council from certifying the election results or that would make keep the Council from issuing Certificates of Election to the candidates.

Council Member Jenkins stated he had made every effort to meet the requirements of the Fair Campaign Practices Act. He stated he began filing three weeks prior to the required date and his intent was to file early. He stated he had given a proper accounting of every dollar received and expended. He stated that his last two filings listed had contributions reported that made his filing technically late did not constitute by law removal from office or non-certification of the election

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results. He stated he looked forward to serving the citizens of Anniston and Ward 1 for another four years.

Council Member Reddick stated everyone had to turn their paper work in on a certain date.

On call of the roll on Council Member Harris' motion for the passage and adoption of Resolution Number 16-R-93 as introduced and read and Council Member Jenkins' second to said motion the following vote was recorded: ayes: Council Members Jenkins, Selase, Harris and Stewart; nays: none; abstentions: Council Member Reddick. The motion carried and Resolution Number 16-R-93 was passed and adopted.

Council Member Selase introduced and read Resolution Number 16-R-94 as follows:

(16-R-94, certifying the results of the August 23, 2016 election for the Board of Education)

Council Member Selase made a motion for the passage and adoption of Resolution Number 16-R-94 as introduced and read. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and Resolution Number 16-R-94 was passed and adopted.

There being no further business to come before the meeting at that time Council Member Selase made a motion the meeting be adjourned. The motion was seconded by Council Member Harris; and on call of the roll the following vote was recorded: ayes: Council Members Jenkins, Reddick, Selase, Harris and Stewart; nays: none. The motion carried and the meeting was adjourned at approximately 12:44 o'clock p.m.

CONSENT AGENDA

RESOLUTION NO. 16-R-__

A RESOLUTION AUTHORIZING REIMBURSEMENTS TO CITY OFFICIALS FOR EXPENSES INCURRED WHILE TRAVELING AWAY FROM THE CITY

BE IT RESOLVED, by the City Council of the City of Anniston, Alabama, that reimbursement is made by the City of Anniston, Alabama, as follows:

- a. \$234.03 to Jean Ann Oglesby, Farmer’s Market, for supplies and mileage from July 1 – 31, 2016.
- b. \$159.84 to Bersheba Austin, H.R., while attending the AAPPA Conference in Eufaula, Alabama from July 26 – 29, 2016.
- c. \$126.36 to Cody Harris, Finance, while attending CGAT Program in Tuscaloosa, Alabama on August 25, 2016.
- d. \$124.20 to Shasta Hayes, Finance, while attending CGAT Program in Tuscaloosa, Alabama on August 25, 2016.
- e. \$1,075.30 to John Valieant, Planning Commission, while attending the NAPC Forum in Mobile, Alabama from July 27 – 31, 2016.

PASSED AND ADOPTED this ____ day of September 2016.

**CITY COUNCIL OF THE CITY
OF ANNISTON, ALABAMA**

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Mille Harris, Council Member

ATTEST:

Alan B. Atkinson, City

RESOLUTION NUMBER 16-R-

**AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR PROFESSIONAL
AUDITING SERVICES**

BE IT RESOLVED by the City Council of the City of Anniston, Alabama, as follows:

Section 1. That Vaughn M. Stewart, II, Mayor of the City of Anniston, Alabama, be and he is hereby authorized, directed and empowered for and in the name of the City of Anniston to execute a contract with Henderson Hutcherson & McCullough (HHM) for professional auditing services.

Section 2. That Alan B. Atkinson, City Clerk of the City of Anniston be and he is hereby directed to attest to the Mayor's execution of said contract and to affix the seal of the City thereto.

PASSED AND ADOPTED this the _____ day of _____, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

BY: _____
Vaughn M. Stewart, II, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

RESOLUTION 16-R-_____

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NATIONAL
ENDOWMENT FOR THE ARTS**

WHEREAS, the National Endowment for the Arts has the authority to award grants under the Our Town FY17 Program to further the arts in a community; and

WHEREAS, the City of Anniston recognizes the importance of incorporating the arts in the revitalization of the community;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anniston as follows:

1. that submission of a Grant Application in the amount of \$ 30,000 under said program is, hereby, confirmed as authorized;
2. that the City of Anniston will match in-kind through existing salaries, office space, and office equipment; and
3. that the Mayor and/or City Manager is authorized to sign any and all documents to obtain said grant; and
4. that Louise Campbell, L.P. Campbell Company is authorized to prepare and submit the on-line grant application on behave of the City of Anniston.

PASSED AND ADOPTED this the _____ day of _____, 2016

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

RESOLUTION EXPLANATION

PURPOSE: Grant Application Authorization Confirmation

PROGRAM: Our Town FY 17

AGENCY: National Endowment for the Arts

DEADLINE: September 12, 2016

PROJECT DESCRIPTION:

The City of Anniston is in support of incorporating various art forms into the rebuild and revitalization of the community.

GRANT REQUEST: Estimated \$ 30,000

LOCAL: 50% of Total Cost – or \$ 30,000 in-kind (existing salaries, office space, etc)

COMMENT:

The project will seek to involve various art forms and art expression in on-going areas of revitalization and development including: Downtown Revitalization, Chief Ladiga Trail Extension; Coldwater Mountain Trailhead, West End Revitalization, and Multi-Modal Transportation Enhancements. The project will seek planning and design input from local area artists and art associations.

PREPARED BY: Louise Campbell, L.P. Campbell Company 8/31/2016

ORDINANCES

ORDINANCE NO. _____

BE IT RESOLVED by the City Council (herein called “the Council”) of the **CITY OF ANNISTON, ALABAMA** (herein called “the City”), as follows:

Section 1. Findings. The Council has ascertained and hereby finds and determines as follows: that the Board of Directors of Regional Medical Center Board (herein called “the Directors”) have filed with the Council a certified copy of a resolution in the form of a Certificate adopted by said Directors on August 4, 2016, a copy of which is attached hereto as **Attachment A**, and a certified copy of a Certificate of Reincorporation executed on August 9, 2016, a copy of which is attached hereto as **Attachment B**, respecting the reincorporation of Regional Medical Center Board (“RMCB”), under the provisions of No. 82-418 enacted at the 1982 Regular Session of the Legislature of Alabama (Section 22-21-310 et seq. of the Code of Alabama 1975, as amended), as a health care authority to be known as “The Health Care Authority of the City of Anniston”; that said resolution is in words and figures as follows:

REGIONAL MEDICAL CENTER BOARD PROPOSED DIRECTOR RESOLUTION

NOW THEREFORE, BE IT RESOLVED by the Board of Directors (herein called “the Directors”) of **REGIONAL MEDICAL CENTER BOARD** (herein called “RMCB”), as follows:

Section 1. *Acting pursuant to the provisions of Act No. 82-418 and Section 22-21-341 of the Code of Alabama (1975), the Directors hereby state that RMCB (a) proposes to reincorporate as a health care authority under and pursuant to the provisions of said Act No. 82-418 and said Section 22-21-341, and (b) applies to the City Council of the City of Anniston, Alabama, the governing body of the City of Anniston, Alabama (which authorized the formation of RMCB), for permission to reincorporate RMCB under said Act No. 82-418 and said Section 22-21-341.*

It is contemplated that if the application hereby made to said City Council of the City of Anniston, Alabama, is granted, there will be attached to the certificate of reincorporation set forth below, before it is filed for record, a certificate of the Secretary of the State of Alabama that the name proposed for RMCB, as so reincorporated, is not identical with that of any other corporation organized under the laws of the State of Alabama or so nearly similar thereto as to lead to confusion and uncertainty.

Section 2. *The Directors do hereby request that a proper Ordinance be adopted by the City Council of the City of Anniston, Alabama declaring that it is wise, expedient and necessary that RMCB be permitted to reincorporate as a health care authority as aforesaid, approving the Directors’ proposed certificate of reincorporation, and authorizing the Chairman of the Directors and the Secretary of RMCB to proceed to sign, acknowledge and cause to be filed for record a certificate of reincorporation for RMCB as a health care authority under the name “The Health Care Authority of the City of Anniston”.*

Section 3. *The Chairman of the Directors and the Secretary of RMCB are hereby authorized and directed (a) to file with the City Council of the City of Anniston,*

Alabama a copy of this resolution, duly certified by said Secretary, and (b) upon the adoption by said Council of an Ordinance approving the reincorporation contemplated herein, to sign, acknowledge and cause to be filed for record said certificate of reincorporation, all in accordance with the provisions of said Act No. 82-418, Section 22-21-341 of the Code of Alabama (1975) and said Article 11.

Section 4. The Directors hereby find that the execution of that certain Agreement between the City of Anniston, Alabama, and RMCB substantially in the form attached hereto as Exhibit A (the “Agreement”), is advisable and in the best interest of RMCB and the community that it serves and therefore the Directors approve of the Agreement and the transactions contemplated by the Agreement. The Directors hereby authorize the Chairman of the Directors and the Secretary of RMCB to sign the Agreement substantially in the form attached as Exhibit A on behalf of RMCB. The Agreement is incorporated herein by reference.

Section 5. The Directors hereby further authorize the Chairman of the Directors and the Secretary of RMCB to take any and all such other actions as may be necessary to effectuate the actions contemplated by this resolution and the reincorporation of RMCB as a health care authority.

Section 6. The Directors hereby direct that this resolution, adopted at a duly called and held meeting of the RMCB Directors on August 4, 2016, shall be filed in the records of RMCB and constitute duly adopted and effective action by the RMCB Directors.

Section 7. The certificate of reincorporation proposed to be used in reincorporating RMCB as aforesaid shall be in the following form:

CERTIFICATE OF REINCORPORATION
OF
THE HEALTH CARE AUTHORITY OF THE CITY OF ANNISTON

TO: THE HONORABLE JUDGE OF PROBATE
OF CALHOUN COUNTY, ALABAMA

The undersigned Billy D. Grizzard and Jimmie Thompson, III, as Chairman of the Board of Directors and Secretary, respectively, of Regional Medical Center Board, which is a public body that became a body corporate pursuant to authorization of the governing body of the City of Anniston, Alabama, under the provisions of:

(a) Act No. 63 enacted at the 1957 Regular Session of the Legislature of Alabama, now codified as Section 22-21-5 of the Code of Alabama 1975, as amended, and

(b) Ordinance 74-0-13 adopted by the governing body of the City of Anniston, Alabama, on May 7, 1974,

and which proposes to reincorporate as a Health Care Authority under the provisions of Act No. 82-418 enacted at the 1982 Regular Session of the Legislature of Alabama and

Section 22-21-341 of the Code of Alabama (1975), each of whom is over the age of nineteen years, do make, sign and file this Certificate of Reincorporation under the provisions of said Act No. 82-418 and said Section 22-21-341, as follows:

(1) The name of the corporation shall be: "The Health Care Authority of the City of Anniston".

(2) The duration of the existence of the corporation shall be perpetual, unless it shall be sooner dissolved by proceedings taken pursuant to said Act No. 82-418 and said Section 22-21-339.

(3) The name of the municipality, the governing body of which authorized:

(a) the incorporation of said Regional Medical Center Board, and

(b) the reincorporation thereof under said Act No. 82-418 and said Section 22-21-341,

is the City of Anniston, Alabama (herein called "the City"); and the date on which the governing body of the City adopted an Ordinance authorizing the reincorporation of the corporation is _____, 2016.

(4) The principal office of the corporation shall be located at 400 East Tenth Street, Anniston, Alabama 36207, in the City of Anniston, Alabama.

(5) The corporation is being reincorporated pursuant to the provisions of, and for the purposes set forth in, Act No. 82-418 enacted at the 1982 Regular Session of the Legislature of Alabama (Article 11 of Chapter 21 of Title 22 of the Code of Alabama 1975, as amended) and Section 22-21-341 of the Code of Alabama (1975), and shall henceforth have all powers and authorities specified therein and in any amendment thereof heretofore or hereafter made, and all other powers and authorities heretofore or hereafter conferred, by the laws of Alabama not in conflict with the said Act No. 82-418 and said Article 11, as heretofore or hereafter amended, (a) upon corporations organized or reincorporated under said Act No. 82-418 and said Article 11, Section 22-21-341 of the Code of Alabama (1975), and (b) upon corporations generally; provided, however, that the corporation shall not have the power to amend this Certificate of Reincorporation as provided in

(a) subsection (a) of Section 3 of Act No. 87-745 enacted at the 1987 Regular Session of the Legislature of Alabama, or

(b) any other act of the Legislature of Alabama amendatory of or supplement to any one or more of said Act No. 82-418, said Article 11, Section 22-21-341 of the Code of Alabama (1975), said Act No. 87-745, or any such other amendatory or supplement act, unless and until both (A) the board of directors of the corporation adopts a resolution proposing such an amendment, and (B) the City Council or other governing body of the City ("the Council") adopts an Ordinance approving and authorizing such an amendment.

(6) *The corporation shall have 15 directors, and each director shall be assigned an appropriate place number.*

(7) *Those directors that are to hold places numbered 1, 2, 3, 4, 5, 6, 7 and 8, other than those specifically named in Section 13 below, shall be elected by the governing body of the City; provided; however, the director holding place 1 shall always be the Chief of Staff of Northeast Alabama Regional Medical Center which shall be selected in accordance with the Medical Staff Bylaws of Northeast Alabama Regional Medical Center but elected as a director by the governing body of the City.*

(8) *Those directors that are to hold places numbered 9 and 10, other than those specifically named in Section 13 below, shall be elected by the governing body of Calhoun County, Alabama.*

(9) *Those directors that are to hold places numbered 11 and 12, other than those specifically named in Section 13 below, shall be elected by the governing body of the City of Oxford, Alabama.*

(10) *Those directors that are to hold places numbered 13 and 14, other than those specifically named in Section 13 below, shall be elected by the governing body of the City of Jacksonville, Alabama.*

(11) *The director to hold place numbered 15, other than the one specifically named in Section 13 below, shall be elected annually by the medical staff of Northeast Alabama Regional Medical Center.*

(12) *The term of office of each director, other than one elected to fill a vacancy resulting from the death, resignation, incapacity or disqualification of a director then in office or other vacation of office by such a director, shall (subject to the provisions of Section 13 below) be five years. If any director should die, resign, become incapable of acting (or disqualified to act) as a director of the corporation or otherwise vacate his or her office as such prior to the date of ending of his or her then current term of office, a successor shall be elected by the body who appointed the original director to serve for the unexpired term. All directors shall be eligible to serve until his/her replacement is duly appointed.*

(13) *The initial board of directors of the corporation shall consist of the following 15 persons who are currently serving as directors of Regional Medical Center Board, and who shall serve as directors of the corporation for the respective terms hereafter specified, viz.:*

| <u>Place No.</u> | <u>Name of Director</u> | <u>Date of Ending of Current Term</u> |
|------------------|---------------------------------------|---------------------------------------|
| 1 | Gordon Hardy, M.D., Chief of Staff | 09/30/2016 |
| 2 | Ellen Bass | 05/31/2022 |
| 3 | George Crawford, M.D. | 05/31/2020 |

| | | |
|----|----------------------|------------|
| 4 | Brian L. Johnson | 05/31/2020 |
| 5 | Bud Owsley | 05/31/2021 |
| 6 | Jimmie Thompson, III | 05/31/2019 |
| 7 | Paula Watkins | 05/31/2019 |
| 8 | Fred Wilson | 05/31/2018 |
| 9 | Trudy Hardegree | 05/31/2018 |
| 10 | Arthur Fite, III | 05/06/2022 |
| 11 | Billy D. Grizzard | 05/31/2020 |
| 12 | Bill Williams | 05/31/2018 |
| 13 | James E. Roberts | 05/31/2018 |
| 14 | Sandra F. Sudduth | 05/31/2022 |
| 15 | Blane Bateman, M.D. | 09/30/2016 |

(14) *The corporation shall comply with the following procedures with respect to the appointment of directors by the City, and the governing bodies of Calhoun County, Alabama, the City of Oxford, Alabama and the City of Jacksonville, Alabama (with the City, each an “Appointing Authority”).*

(a) *On or before sixty (60) days prior to the expiration of the then current term of a director, or promptly after a vacancy is caused by death, resignation, incapacity, disqualification or other vacation of office by a director, the corporation, by written resolution of its directors, shall submit in writing a slate of three (3) candidates for each vacancy for consideration by the applicable Appointing Authority (the “First Slate”). Within sixty (60) days following its receipt of the First Slate, the applicable Appointing Authority shall make a decision on appointment.*

(b) *Should none of the candidates in the First Slate prove to be acceptable to the applicable Appointing Authority, such Appointing Authority shall notify the corporation in writing. Upon receipt of such notice, the corporation, by written resolution of its directors, will submit three (3) different names for each vacancy for consideration by the applicable Appointing Authority (the “Second Slate”). The Second Slate shall be submitted by the corporation to the applicable Appointing Authority within sixty (60) days following the corporation's receipt of notice that the candidates in the First Slate are not acceptable.*

(c) *Should none of the candidates in the Second Slate prove to be acceptable to the applicable Appointing Authority, the Appointing Authority shall fill the director position in its sole discretion.*

(15) *Upon any dissolution of the corporation, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, be decided by the mutual agreement of the governing body of the City and the corporation. If such agreement is not reached within one hundred and twenty (120) days following the date of dissolution of the corporation, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, thereupon vest in accordance*

with Alabama law in effect as of the Effective Date of the Agreement referenced below in paragraph 17.

(16) The corporation shall be a public, non-profit corporation, and no part of the net earnings thereof shall inure to any individual or private corporation.

(17) The corporation hereby approves that certain Agreement between the City and RMCB (i.e., the corporation) dated the ____ day, of _____, 2016, which is incorporated herein by reference (the "Agreement"). The Chairman of the Directors and Secretary of RMCB are hereby authorized to sign the Agreement on behalf of RMCB. The Agreement is incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures, in their respective official capacities hereunder noted, this ____ day of _____, 2016.

As Chairman of the Board of Directors of
REGIONAL MEDICAL CENTER BOARD

As Secretary of
REGIONAL MEDICAL CENTER BOARD

STATE OF ALABAMA)
 :
CALHOUN COUNTY)

The undersigned, a Notary Public in and for said county in said state, hereby certifies that Billy D. Grizzard, whose name as Chairman of the Board of Directors of REGIONAL MEDICAL CENTER BOARD is signed to the foregoing Certificate of Reincorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Reincorporation, he executed the same voluntarily.

GIVEN under my hand and official seal of office, this ____ day of _____, 2016.

Notary Public

My Commission Expires _____
[NOTARIAL SEAL]

STATE OF ALABAMA)
 :
CALHOUN COUNTY)

The undersigned, a Notary Public in and for said County in said state, hereby certifies that Jimmie Thompson, III, whose name as Secretary of REGIONAL MEDICAL CENTER BOARD is signed to the foregoing certificate of Reincorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Reincorporation, he executed the same voluntarily.

GIVEN under my hand and official seal of office, this ____ day of _____, 2016.

Notary Public

My Commission Expires _____

[NOTARIAL SEAL]

Exhibit A

Form of Agreement between Regional Medical Center Board and The City of Anniston, Alabama

Attached.

[End of RMCB Proposed Director Resolution]

The foregoing Resolution of RMCB, which the Council has reviewed, is regular in all respects and complies with all requirements of the laws of Alabama under which RMCB proposes to reincorporate; and that it is wise, expedient and necessary that RMCB be permitted to reincorporate as a health care authority under said Act No. 82-418, Section 22-21-341 of the Code of Alabama (1975) and said Article 11.

Section 2. Authorization for Reincorporation. Permission is hereby granted RMCB to reincorporate as a health care authority under said Act No. 82-418, Section 22-21-341 of the Code of Alabama (1975) and said Article 11, and the Chairman of the Directors and the Secretary of RMCB shall be and hereby are authorized to proceed to sign and acknowledge a certificate of reincorporation for RMCB as a health care authority under the name "The Health Care Authority of the City of Anniston," and to cause such certificate of reincorporation to be filed for record, all in the manner provided by the laws of Alabama under which RMCB proposes to reincorporate as aforesaid. The form of certificate of reincorporation set forth above is hereby approved by the Council.

Section 3. Prior Ordinances. Those sections of City Ordinance 74-0-13 adopted May 7, 1974 and City Ordinance 78-0-38 adopted August 29, 1978 inconsistent with this Ordinance are deemed repealed and superseded.

Section 4. Agreement with RMCB. The Council hereby finds that the execution of that certain Agreement between the City and RMCB substantially in the form attached hereto as **Attachment C** (the "Agreement"), is advisable and in the best interest of the City of Anniston and the community that it serves and therefore the Council approves of the Agreement and the transactions contemplated by the Agreement. The Council hereby authorizes the Mayor of the City and the City Clerk to sign the Agreement substantially in the form attached as **Attachment C** on behalf of the City. The Agreement is incorporated herein by reference.

Section 5. Tyler Park Property. The conveyance of the Tyler Park Property, as described and set forth in the Agreement, and the intended use of the Tyler Park Property by RMCB as required by the Agreement, both serve a municipal purpose.

[Signatures on the following page]

PASSED AND ADOPTED this the _____ day of _____, 2016.

**CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA**

BY: _____
Vaughn M. Stewart II, Mayor

BY: _____
Jay W. Jenkins, Council Member

BY: _____
David E. Reddick, Council Member

BY: _____
Seyram Selase, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

Attachment A to Ordinance

Resolution in the Form of a Certificate Adopted by the RMCB Directors on August 4, 2016

[attached hereto]

CERTIFICATE

I, Jimmie Thompson, III, the duly elected and qualified Secretary of REGIONAL MEDICAL CENTER BOARD (the "RMCB"), do hereby certify that at a duly called and held meeting of the Board of Directors of RMCB on August 4, 2016, the following proposed resolution was adopted by an unanimous vote of the Board of Directors:

REGIONAL MEDICAL CENTER BOARD PROPOSED DIRECTOR RESOLUTION

NOW THEREFORE, BE IT RESOLVED by the Board of Directors (herein called "the Directors") of REGIONAL MEDICAL CENTER BOARD (herein called "RMCB"), as follows:

Section 1. Acting pursuant to the provisions of Act No. 82-418 and Section 22-21-341 of the Code of Alabama (1975), the Directors hereby state that RMCB (a) proposes to reincorporate as a health care authority under and pursuant to the provisions of said Act No. 82-418 and said Section 22-21-341, and (b) applies to the City Council of the City of Anniston, Alabama, the governing body of the City of Anniston, Alabama (which authorized the formation of RMCB), for permission to reincorporate RMCB under said Act No. 82-418 and said Section 22-21-341.

It is contemplated that if the application hereby made to said City Council of the City of Anniston, Alabama, is granted, there will be attached to the certificate of reincorporation set forth below, before it is filed for record, a certificate of the Secretary of the State of Alabama that the name proposed for RMCB, as so reincorporated, is not identical with that of any other corporation organized under the laws of the State of Alabama or so nearly similar thereto as to lead to confusion and uncertainty.

Section 2. The Directors do hereby request that a proper Ordinance be adopted by the City Council of the City of Anniston, Alabama declaring that it is wise, expedient and necessary that RMCB be permitted to reincorporate as a health care authority as aforesaid, approving the Directors' proposed certificate of reincorporation, and authorizing the Chairman of the Directors and the Secretary of RMCB to proceed to sign, acknowledge and cause to be filed for record a certificate of reincorporation for RMCB as a health care authority under the name "The Health Care Authority of the City of Anniston".

Section 3. The Chairman of the Directors and the Secretary of RMCB are hereby authorized and directed (a) to file with the City Council of the City of Anniston, Alabama a copy of this resolution, duly certified by said Secretary, and (b) upon the adoption by said Council of an Ordinance approving the reincorporation contemplated herein, to sign, acknowledge and cause to be filed for record said certificate of reincorporation, all in accordance with the provisions of said Act No. 82-418, Section 22-21-341 of the Code of Alabama (1975) and said Article 11.

Section 4. The Directors hereby find that the execution of that certain Agreement between the City of Anniston, Alabama, and RMCB substantially in the form attached hereto as Exhibit A (the "Agreement"), is advisable and in the best interest of RMCB and the community that it serves and therefore the Directors approve of the Agreement and the transactions

contemplated by the Agreement. The Directors hereby authorize the Chairman of the Directors and the Secretary of RMCB to sign the Agreement substantially in the form attached as Exhibit A on behalf of RMCB. The Agreement is incorporated herein by reference.

Section 5. The Directors hereby further authorize the Chairman of the Directors and the Secretary of RMCB to take any and all such other actions as may be necessary to effectuate the actions contemplated by this resolution and the reincorporation of RMCB as a health care authority.

Section 6. The Directors hereby direct that this resolution, adopted at a duly called and held meeting of the RMCB Directors on August 4, 2016, shall be filed in the records of RMCB and constitute duly adopted and effective action by the RMCB Directors.

Section 7. The certificate of reincorporation proposed to be used in reincorporating RMCB as aforesaid shall be in the following form:

CERTIFICATE OF REINCORPORATION
OF
THE HEALTH CARE AUTHORITY OF THE CITY OF ANNISTON

TO: THE HONORABLE JUDGE OF PROBATE
OF CALHOUN COUNTY, ALABAMA

The undersigned Billy D. Grizzard and Jimmie Thompson, III, as Chairman of the Board of Directors and Secretary, respectively, of Regional Medical Center Board, which is a public body that became a body corporate pursuant to authorization of the governing body of the City of Anniston, Alabama, under the provisions of:

(a) Act No. 63 enacted at the 1957 Regular Session of the Legislature of Alabama, now codified as Section 22-21-5 of the Code of Alabama 1975, as amended, and

(b) Ordinance 74-0-13 adopted by the governing body of the City of Anniston, Alabama, on May 7, 1974,

and which proposes to reincorporate as a Health Care Authority under the provisions of Act No. 82-418 enacted at the 1982 Regular Session of the Legislature of Alabama and Section 22-21-341 of the Code of Alabama (1975), each of whom is over the age of nineteen years, do make, sign and file this Certificate of Reincorporation under the provisions of said Act No. 82-418 and said Section 22-21-341, as follows:

(1) The name of the corporation shall be: "The Health Care Authority of the City of Anniston".

(2) The duration of the existence of the corporation shall be perpetual, unless it shall be sooner dissolved by proceedings taken pursuant to said Act No. 82-418 and said Section 22-21-339.

(3) The name of the municipality, the governing body of which authorized:

(a) the incorporation of said Regional Medical Center Board, and

(b) the reincorporation thereof under said Act No. 82-418 and said Section 22-21-341,

is the City of Anniston, Alabama (herein called "the City"); and the date on which the governing body of the City adopted an Ordinance authorizing the reincorporation of the corporation is _____, 2016.

(4) The principal office of the corporation shall be located at 400 East Tenth Street, Anniston, Alabama 36207, in the City of Anniston, Alabama.

(5) The corporation is being reincorporated pursuant to the provisions of, and for the purposes set forth in, Act No. 82-418 enacted at the 1982 Regular Session of the Legislature of Alabama (Article 11 of Chapter 21 of Title 22 of the Code of Alabama 1975, as amended) and Section 22-21-341 of the Code of Alabama (1975), and shall henceforth have all powers and authorities specified therein and in any amendment thereof heretofore or hereafter made, and all other powers and authorities heretofore or hereafter conferred, by the laws of Alabama not in conflict with the said Act No. 82-418 and said Article 11, as heretofore or hereafter amended, (a) upon corporations organized or reincorporated under said Act No. 82-418 and said Article 11, Section 22-21-341 of the Code of Alabama (1975), and (b) upon corporations generally; provided, however, that the corporation shall not have the power to amend this Certificate of Reincorporation as provided in

(a) subsection (a) of Section 3 of Act No. 87-745 enacted at the 1987 Regular Session of the Legislature of Alabama, or

(b) any other act of the Legislature of Alabama amendatory of or supplement to any one or more of said Act No. 82-418, said Article 11, Section 22-21-341 of the Code of Alabama (1975), said Act No. 87-745, or any such other amendatory or supplement act, unless and until both (A) the board of directors of the corporation adopts a resolution proposing such an amendment, and (B) the City Council or other governing body of the City ("the Council") adopts an Ordinance approving and authorizing such an amendment.

(6) The corporation shall have 15 directors, and each director shall be assigned an appropriate place number.

(7) Those directors that are to hold places numbered 1, 2, 3, 4, 5, 6, 7 and 8, other than those specifically named in Section 13 below, shall be elected by the governing body of the City; provided; however, the director holding place 1 shall always be the Chief of Staff of Northeast Alabama Regional Medical Center which shall be selected in accordance with the Medical Staff Bylaws of Northeast Alabama Regional Medical Center but elected as a director by the governing body of the City.

(8) Those directors that are to hold places numbered 9 and 10, other than those specifically named in Section 13 below, shall be elected by the governing body of Calhoun County, Alabama.

(9) Those directors that are to hold places numbered 11 and 12, other than those specifically named in Section 13 below, shall be elected by the governing body of the City of Oxford, Alabama.

(10) Those directors that are to hold places numbered 13 and 14, other than those specifically named in Section 13 below, shall be elected by the governing body of the City of Jacksonville, Alabama.

(11) The director to hold place numbered 15, other than the one specifically named in Section 13 below, shall be elected annually by the medical staff of Northeast Alabama Regional Medical Center.

(12) The term of office of each director, other than one elected to fill a vacancy resulting from the death, resignation, incapacity or disqualification of a director then in office or other vacation of office by such a director, shall (subject to the provisions of Section 13 below) be five years. If any director should die, resign, become incapable of acting (or disqualified to act) as a director of the corporation or otherwise vacate his or her office as such prior to the date of ending of his or her then current term of office, a successor shall be elected by the body who appointed the original director to serve for the unexpired term. All directors shall be eligible to serve until his/her replacement is duly appointed.

(13) The initial board of directors of the corporation shall consist of the following 15 persons who are currently serving as directors of Regional Medical Center Board, and who shall serve as directors of the corporation for the respective terms hereafter specified, viz.:

| <u>Place No.</u> | <u>Name of Director</u> | <u>Date of Ending of Current Term</u> |
|----------------------|---------------------------------------|-----------------------------------------------|
| 1 | Gordon Hardy, M.D., Chief of Staff | 09/30/2016 |
| 2 | Ellen Bass | 05/31/2022 |
| 3 | George Crawford, M.D. | 05/31/2020 |
| 4 | Brian L. Johnson | 05/31/2020 |
| 5 | Bud Owsley | 05/31/2021 |
| 6 | Jimmie Thompson, III | 05/31/2019 |
| 7 | Paula Watkins | 05/31/2019 |
| 8 | Fred Wilson | 05/31/2018 |
| 9 | Trudy Hardegree | 05/31/2018 |
| 10 | Arthur Fite, III | 05/06/2022 |
| 11 | Billy D. Grizzard | 05/31/2020 |
| 12 | Bill Williams | 05/31/2018 |

| | | |
|----|---------------------|------------|
| 13 | James E. Roberts | 05/31/2018 |
| 14 | Sandra F. Sudduth | 05/31/2022 |
| 15 | Blane Bateman, M.D. | 09/30/2016 |

(14) The corporation shall comply with the following procedures with respect to the appointment of directors by the City, and the governing bodies of Calhoun County, Alabama, the City of Oxford, Alabama and the City of Jacksonville, Alabama (with the City, each an "Appointing Authority").

(a) On or before sixty (60) days prior to the expiration of the then current term of a director, or promptly after a vacancy is caused by death, resignation, incapacity, disqualification or other vacation of office by a director, the corporation, by written resolution of its directors, shall submit in writing a slate of three (3) candidates for each vacancy for consideration by the applicable Appointing Authority (the "First Slate"). Within sixty (60) days following its receipt of the First Slate, the applicable Appointing Authority shall make a decision on appointment.

(b) Should none of the candidates in the First Slate prove to be acceptable to the applicable Appointing Authority, such Appointing Authority shall notify the corporation in writing. Upon receipt of such notice, the corporation, by written resolution of its directors, will submit three (3) different names for each vacancy for consideration by the applicable Appointing Authority (the "Second Slate"). The Second Slate shall be submitted by the corporation to the applicable Appointing Authority within sixty (60) days following the corporation's receipt of notice that the candidates in the First Slate are not acceptable.

(c) Should none of the candidates in the Second Slate prove to be acceptable to the applicable Appointing Authority, the Appointing Authority shall fill the director position in its sole discretion.

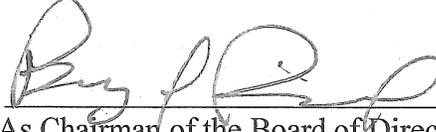
(15) Upon any dissolution of the corporation, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, be decided by the mutual agreement of the governing body of the City and the corporation. If such agreement is not reached within one hundred and twenty (120) days following the date of dissolution of the corporation, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, thereupon vest in accordance with Alabama law in effect as of the Effective Date of the Agreement referenced below in paragraph 17.

(16) The corporation shall be a public, non-profit corporation, and no part of the net earnings thereof shall inure to any individual or private corporation.

(17) The corporation hereby approves that certain Agreement between the City and RMCB (i.e., the corporation) dated the _____ day, of _____, 2016, which is incorporated herein by reference (the "Agreement"). The Chairman of the Directors

and Secretary of RMCB are hereby authorized to sign the Agreement on behalf of RMCB. The Agreement is incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures, in their respective official capacities hereunder noted, this 9th day of August, 2016.



As Chairman of the Board of Directors of
REGIONAL MEDICAL CENTER BOARD



As Secretary of
**REGIONAL MEDICAL CENTER
BOARD**

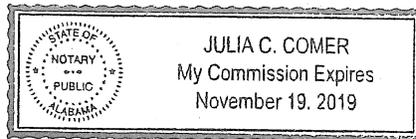
STATE OF ALABAMA)
CALHOUN COUNTY)

The undersigned, a Notary Public in and for said county in said state, hereby certifies that Billy D. Grizzard, whose name as Chairman of the Board of Directors of REGIONAL MEDICAL CENTER BOARD is signed to the foregoing Certificate of Reincorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Reincorporation, he executed the same voluntarily.

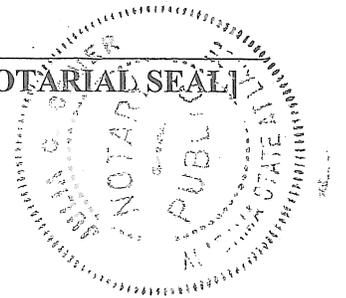
GIVEN under my hand and official seal of office, this 9th day of August, 2016.

Julia C Comer
Notary Public

My Commission Expires



[NOTARIAL SEAL]



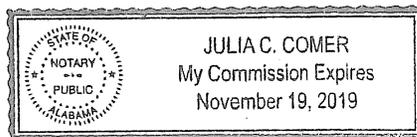
STATE OF ALABAMA)
CALHOUN COUNTY)

The undersigned, a Notary Public in and for said County in said state, hereby certifies that Jimmie Thompson, III, whose name as Secretary of REGIONAL MEDICAL CENTER BOARD is signed to the foregoing certificate of Reincorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Reincorporation, he executed the same voluntarily.

GIVEN under my hand and official seal of office, this 9th day of August, 2016.

Julia C Comer
Notary Public

My Commission Expires



[NOTARIAL SEAL]

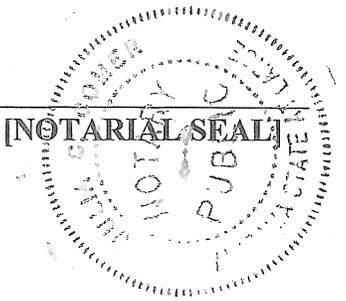


Exhibit A

**Form of Agreement between Regional Medical Center Board and The City of Anniston,
Alabama**

Attached.

**AGREEMENT BETWEEN
REGIONAL MEDICAL CENTER BOARD
and
THE CITY OF ANNISTON, ALABAMA**

This agreement (this “Agreement”) is made and entered into this ____ day of _____, 2016 (“Effective Date”) by and between Regional Medical Center Board, an Alabama non-profit corporation (before or after its reincorporation as an Alabama health care authority, “RMCB”) and the City of Anniston, an Alabama municipal corporation (the “City”), acting through the City Council of the City of Anniston, Alabama.

RECITALS

WHEREAS, on May 7, 1974, the City established RMCB pursuant to Chapter 6 of Title 22, Code of Alabama (1940), as amended, as a public body through City Ordinance 74-0-13 (“Ordinance 74-0-13”);

WHEREAS, the City amended Ordinance 74-0-13 by adopting Ordinance 78-0-38 on August 29, 1978 (“Ordinance 78-0-38”);

WHEREAS, RMCB, directly and through one or more subsidiaries and/or affiliates, including, without limitation, Regional Health Services, Inc. and Regional Health Management Corporation, owns and operates various health care facilities, assets, accounts and equipment, including Northeast Alabama Regional Medical Center (the “Anniston Hospital”); RMC Jacksonville Medical Center; RMC Cardiovascular Surgery; RMC Neurology; RMC Cardiology; RMC Urology; multiple practices/clinics in Anniston, Oxford, Roanoke, Piedmont, Jacksonville, and Talladega, Alabama, as well as other health care facilities (together with any future facilities, assets, accounts and equipment of RMCB, its subsidiaries and/or affiliates, collectively the “Assets”);

WHEREAS, RMCB, directly and through one or more subsidiaries and/or affiliates, including, without limitation, Regional Health Services, Inc., and Regional Health Management Corporation, provides a variety of inpatient, outpatient, practitioner provider and ancillary health care services through the Assets, including, without limitation, the following health care services/service lines at the Anniston Hospital: orthopedics, cancer care, behavioral health, emergency care, gastroenterology, heart and vascular, imaging, clinical laboratory, mammography, women and children’s care (including obstetrics), neurological services, outpatient rehabilitation, sleep disorder, surgical, and wound care (together with any future operations and health care services of RMCB, its subsidiaries and/or affiliates, collectively the “Services”);

WHEREAS, the City and RMCB desire to reincorporate RMCB as an Alabama health care authority under the provisions of Code of Alabama Section 22-21-341(1975); and

WHEREAS, the City and RMCB desire for the Services to be operated by and the Assets to be owned by RMCB as an Alabama health care authority.

NOW THEREFORE, in consideration of the Recitals above, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, RMCB and the City hereby covenant and agree as follows:

SECTION 1. **Recitals.** The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. **Commitments by the City.** Subject to an authorizing ordinance being adopted by an affirmative majority vote of the City Council of Anniston, Alabama, the City agrees as follows:

A. In accordance with the Code of Alabama Section 22-21-341(1975), the City shall cause the reincorporation of RMCB as “The Health Care Authority of the City of Anniston” (the “Authority”) and shall approve the Certificate of Reincorporation for the Authority in the form attached as **Exhibit A**, which is incorporated herein by reference (“Certificate of Reincorporation”). Such City ordinance approving the reincorporation of RMCB as an Alabama health care authority shall provide that those sections of Ordinance 74-0-13 and Ordinance 78-0-38 inconsistent with this Agreement are deemed repealed and superseded.

B. Upon dissolution of RMCB in accordance with Alabama law, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, be decided by the mutual agreement of the City and RMCB. If such agreement is not reached within one hundred and twenty (120) days following the date of dissolution of RMCB, title to all RMCB assets and property shall, subject to any constitutional provision or inhibition to the contrary, thereupon vest in accordance with Alabama law in effect as of the Effective Date. Notwithstanding the above, in the event of the Transfer of the Anniston Hospital, all of the Transfer Proceeds shall be paid one hundred percent (100%) to the City, less any debt directly and solely related to the operations and capital improvements of the Anniston Hospital and less any transaction costs related solely to the Transfer of the Anniston Hospital. For purposes of this Agreement, the terms “Transfer” or “Transferred” shall refer to any means by which RMCB, its subsidiaries and/or affiliates, may divest itself or be divested of record or beneficial ownership of all or any part of the asset or equity interest in question, including, without limitation, divestment by sale, disposition, conveyance, merger, lease, assignment, exchange, gift, or change of control by operation of law or otherwise. For purposes of this Agreement, the term “Transfer Proceeds” shall mean those amounts, in cash or in kind, paid to RMCB, or a subsidiary or affiliate, with respect to a Transfer.

C. The City shall otherwise take all actions necessary to accomplish the reincorporation of RMCB as an Alabama health care authority in accordance with the Certificate of Reincorporation.

D. The City shall recognize and acknowledge the full ownership of the Assets and operation of the Services by RMCB as an Alabama health care authority upon RMCB’s reincorporation as an Alabama health care authority.

E. Within sixty (60) days following the Effective Date, the City shall transfer ownership of the real property known as the Tyler Park Property, as further described on **Exhibit B** attached hereto and incorporated herein (the “Tyler Park Property”), to RMCB as an Alabama health care authority. Such transfer shall be free and clear of any encumbrances (except as set forth below with respect to the City's right of reversion or otherwise agreed to by the parties) and shall occur via statutory warranty deed from the City to RMCB, the form of which is set forth in **Exhibit C** attached hereto, but shall be subject to the express covenant that RMCB shall only use the Tyler Park Property for the provision of health care services (which may include on the Tyler Park Property facilities for the housing of elderly persons) or for incidental uses that support health care services and the operations of RMCB, including, by way of example only, a parking lot for patients, visitors and staff of the Anniston Hospital (the “Permitted Uses”). RMCB may not Transfer the Tyler Park Property without the prior consent of the City, and any Transfer without such consent shall be null and void. If the Tyler Park Property is Transferred with the consent of the City all Transfer Proceeds shall be paid one hundred percent (100%) to the City. In the event the Tyler Park Property is used for a purpose other than the Permitted Uses or is Transferred without the written consent of the City, the City shall have the right to send a notice of such default to RMCB, which notice shall contain a description of the default. RMCB shall have thirty (30) days after receipt of such notice to correct and cure said default. In the event that RMCB shall fail or refuse to correct and cure said default within the aforesaid 30-day period, the City at its option shall have the right but not the obligation to declare a reversion of the Tyler Park Property. In the event the City elects to declare a reversion, RMCB shall remove all encumbrances on the Tyler Park Property and the Tyler Park Property shall forthwith be deemed reconveyed to the City and RMCB shall have no further right, title or interest in, to or under the Tyler Park Property and all interests therein shall revert to the City. Upon the request of the City, RMCB shall execute and deliver or cause to be executed and delivered to the City, such other additional documents or instruments, and take or cause to be taken such other or additional action, as may be required or reasonably requested by the City in order to more effectively carry out and confirm the reconveyance of the Tyler Park Property to the City, including without limitation, the execution and delivery of quitclaim deeds reconveying all of RMCB’s right, title and interest in, to and under the Tyler Park Property to the City. Upon reconveyance of the Tyler Park Property to the City, RMCB shall have no further right, title or interest in, to or under the Tyler Park Property and all interests therein shall automatically revert to the City.

SECTION 3. Commitments by RMCB. Subject to an authorizing resolution being adopted by an affirmative majority vote of the governing body of RMCB, namely the Board of Directors of RMCB (the “Directors”), RMCB agrees as follows:

- A. *Affirmative Covenants.* Unless expressly agreed to in advance by the City, RMCB as an Alabama health care authority shall:
1. Maintain and operate the Anniston Hospital within Anniston, Alabama,
 2. Maintain a minimum of 323 licensed hospital beds within the Anniston Hospital, and

3. Maintain within Anniston, Alabama those Services in existence within Anniston, Alabama as of the Effective Date; provided, however, that the Directors can discontinue one or more Services within Anniston, Alabama without consent of the City (a “Discontinued Service”) as long as RMCB does not reinstate such Discontinued Service outside of Anniston, Alabama within three (3) years from the last date the Discontinued Service was offered by RMCB. If RMCB wants to offer a Discontinued Service outside of Anniston, Alabama within the three (3) year limitation period, it must first obtain consent of the City.

B. *Negative Covenants.* Unless expressly agreed to in advance by the City, RMCB as an Alabama health care authority shall not:

1. Transfer or abandon any Asset, including without limitation the Anniston Hospital, with a fair market value of more than \$5,000,000; provided, however, that the Directors shall have the right to Transfer RMCB’s ownership interest in The Surgery Center, LLC without the City’s consent. If the parties disagree as to whether the Transfer or abandonment of an Asset is valued at more than \$5,000,000, the parties shall in good faith select a qualified third-party appraiser to determine the fair market value of the Asset in question, and the cost of such appraiser shall be borne equally by the parties,
2. Convey day-to-day operational control of the Anniston Hospital or its assets to a person or entity other than the Directors, whether through a management agreement or otherwise,
3. Develop a new health care facility within Anniston, Alabama that causes or is likely to cause a decrease in Services provided at the Anniston Hospital, including, without limitation, a freestanding emergency department,
4. Subject to Section 2E above, use its Assets or otherwise operate for any purpose other than operating a hospital and/or providing health care services, or
5. Take any other action that requires City approval pursuant to the Alabama Health Care Authorities Act, Code of Alabama Section 22-21-310 et seq. (1975), as may be amended from time to time.

For any event pursuant to this Agreement for which consent of the City is required (a “Proposed Event”), RMCB shall provide the City Mayor and City Manager written notice of the Proposed Event and the anticipated Transfer Proceeds if such Proposed Event involves a Transfer (including allocated debt and transaction costs if the Proposed Event involves the Transfer of the Anniston Hospital), at least sixty (60) days prior to the effective date of the Proposed Event (the “Notice”). The Notice shall provide sufficient details regarding the Proposed Event as then available to RMCB, and RMCB shall provide to the City additional information regarding the Proposed Event as reasonably requested by the City. In

the event the City does not act on the Proposed Event (by either approving the Proposed Event or withholding consent) within sixty (60) days from receipt of the Notice, such failure to act shall be deemed consent to the Proposed Event.

C. In accordance with the requirements in this Agreement, including Section 3A3 above, RMCB may establish health care services outside of Anniston, Alabama without the consent of the City.

D. RMCB shall honor the terms of Sections 2A, 2B and 2E of this Agreement.

E. RMCB, as an Alabama health care authority, shall be governed by the Directors composed and elected as set forth in the Certificate of Reincorporation attached hereto as **Exhibit A**. RMCB shall comply with the following procedures with respect to the appointment of Directors by the City, and the governing bodies of Calhoun County, Alabama, the City of Oxford, Alabama and the City of Jacksonville, Alabama (with the City, each an "Appointing Authority").

(i) On or before sixty (60) days prior to the expiration of the then current term of a Director, or promptly after a vacancy is caused by death, resignation, incapacity, disqualification or other vacation of office by a Director, RMCB, by written resolution of its Directors, shall submit in writing a slate of three (3) candidates for each vacancy for consideration by the applicable Appointing Authority (the "First Slate"). Within sixty (60) days following its receipt of the First Slate, the applicable Appointing Authority shall make a decision on appointment.

(ii) Should none of the candidates in the First Slate prove to be acceptable to the applicable Appointing Authority, such Appointing Authority shall notify RMCB in writing. Upon receipt of such notice, RMCB, by written resolution of its Directors, will submit three (3) different names for each vacancy for consideration by the applicable Appointing Authority (the "Second Slate"). The Second Slate shall be submitted by RMCB to the applicable Appointing Authority within sixty (60) days following RMCB's receipt of notice that the candidates in the First Slate are not acceptable.

(iii) Should none of the candidates in the Second Slate prove to be acceptable to the applicable Appointing Authority, the Appointing Authority shall fill the Director position in its sole discretion.

F. On or before December 31 immediately following the date of RMCB's reincorporation as an Alabama health care authority, and on or before each December 31 thereafter, RMCB shall pay a fee to the City as follows:

| | |
|----------------------|--------------|
| Years 1-5: | \$145,000.00 |
| Years 6-10: | \$95,000.00 |
| Years 11-perpetuity: | \$45,000.00 |

G. RMCB hereby covenants to the City that the Directors shall be the sole, decision-making body of RMCB once reincorporated as an Alabama health care authority.

Notwithstanding, in an emergency situation as certified by RMCB's chief executive officer in good faith where quick action is required to avoid a material adverse outcome to RMCB, RMCB's Executive Committee (which shall be comprised of a subset of Directors) shall have the authority to act (an "Emergency Action"). Otherwise, RMCB's Executive Committee shall only function in an advisory capacity to the Directors and shall not take action independent of the Directors. Any Emergency Action by RMCB's Executive Committee shall be subject to subsequent ratification or rejection by the Directors. Notwithstanding the above, the Directors can delegate certain functions to appointed RMCB officers as permitted by applicable law and consistent with the Director's duty of care; provided, however, that such officers shall remain subject to the authority of the Directors. RMCB shall revise its bylaws or other governing documents to be consistent with this Section.

H. RMCB hereby covenants to the City that its affiliates and subsidiaries, present and future, including Regional Health Services, Inc. and Regional Health Management Corporation, shall be bound by the powers, restrictions and covenants set forth herein as such powers, restrictions and covenants apply to RMCB.

I. RMCB shall otherwise take all actions necessary to accomplish the reincorporation of RMCB as an Alabama health care authority in accordance with the Certificate of Reincorporation.

SECTION 4. Binding Agreement; Assignments; No Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of RMCB, the City and their respective affiliates, subsidiaries, permitted assigns and successors. The parties to this Agreement deem each other to be independent contractors and not agents of the other party. This Agreement is solely for the benefit of the parties hereto. No right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to the Agreement or an authorized successor or assignee thereof.

SECTION 5. Notices, Proper Form. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by hand, reputable overnight delivery service or mailed by registered or certified mail, return receipt requested, first class postage prepaid, addressed as follows:

As to RMCB:

The Health Care Authority
of the City of Anniston
400 E. 10th Street
P.O. Box 2208 (36202)
Anniston, AL 36207
Attn: CEO

As to City:

City of Anniston
1128 Gurnee Avenue
Anniston, AL 36201
Attn: Mayor and City Manager

or to such alternative addresses as shall be specified by notice given in the manner herein provided. All notices and other communications hereunder shall be deemed to have been given on the date of delivery.

SECTION 6. Entire Agreement; Amendments; Applicable Law; Attorney Fees; Waiver of Jury Trial; Venue. Except as set forth herein, this Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between RMCB and the City, made with respect to the matters herein contained, and when duly executed, shall constitute the complete agreement between RMCB and the City with respect to the matters herein. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions for the Agreement be waived by either party, unless such additions, alterations, variations, or waivers are expressed in writing and duly signed by both parties. This Agreement shall be governed by the laws of the State of Alabama, and it shall become effective immediately upon execution by both parties hereto. In the event that any party hereto is required to enforce its agreement by court proceedings or otherwise by instituting suit or otherwise, then the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees, from the other party. Further, the parties agree that in the event of litigation, each waive any right to trial by jury. It is mutually agreed by and between the parties hereto, and for their successors, heirs and permitted assigns, that venue over any action or dispute involving or related to this Agreement or the subject matter hereof shall be exclusively brought in the state or federal courts with jurisdiction over Birmingham, Alabama, and the parties hereby voluntarily consent to such jurisdiction.

SECTION 7. Recordation. Upon adoption of the City ordinance referred to in Section 2A above and adoption of the RMCB resolution referred to in Section 3 above, the parties hereto agree that an executed copy of this Agreement and Exhibits attached shall be recorded in the Public Records of Calhoun County, Alabama.

SECTION 8. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end this Agreement is declared severable.

SECTION 9. Authority to Execute. Subject to the conditions of this Agreement, the parties hereto each represent and warrant to the other that the officer or representative signing this Agreement on behalf of such party has the full power and authority to bind the entity for which he/she purports to act hereunder.

SECTION 10. Arm's Length Transaction. The parties hereto to this Agreement have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting or negotiation of this Agreement.

SECTION 11. Remedies. In the event of a breach by either party of its obligations under this Agreement, either party shall have, in addition to any other rights and remedies available at law or in equity, the right to obtain injunctive relief, it being acknowledged and agreed to by all parties hereto that any such breach will cause irreparable harm to the non-breaching party and that monetary damages alone will not provide an adequate remedy.

SECTION 12. **Headings.** The headings of Sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 13. **Waiver of Breach.** No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions, or provisions herein shall be deemed or taken to be a waiver of any other covenant, condition, or provision herein or a waiver of any subsequent breach of the same covenant, condition, or provision.

SECTION 14. **Consent Order.** Within fifteen (15) days following the Effective Date of this Agreement, the City and RMCB shall file a joint motion with the Circuit Court of Calhoun County, Alabama to withdraw that certain Consent Order dated December 10, 2014 in *Regional Medical Center Board, et al. v. City of Anniston, et al*, CV-2014-900593.

SECTION 15. **Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one instrument, notwithstanding that all parties are not signatories to the same counterpart, and, further, the pages of the counterparts on which appear the signatures of the parties may be detached from the respective counterparts of this Agreement and attached all to one counterpart which shall represent the final instrument. Facsimile or electronically transmitted signatures on this Agreement shall be deemed to be original signatures for all purposes.

[Signature Page Follows.]

IN WITNESS WHEREOF, RMCB and the City have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed by their authorized officer(s).

REGIONAL MEDICAL CENTER BOARD

CITY OF ANNISTON, ALABAMA:

By: _____
Billy D. Grizzard, Chairman of the Board of Directors of Regional Medical Center Board

By: _____
Vaughn Stewart, Mayor

Date: _____

Date: _____

By: _____
Jimmie Thompson, III, Secretary of Regional Medical Center Board

Attest:
By: _____
City Clerk

Date: _____

Approved as to form and legality

By: _____
City Clerk

**AGREEMENT BETWEEN REGIONAL MEDICAL CENTER BOARD and THE CITY OF
ANNISTON, ALABAMA**

EXHIBIT A

**FORM OF
CERTIFICATE OF REINCORPORATION
FOR
THE HEALTH CARE AUTHORITY OF THE CITY OF ANNISTON**

[on following page]

CERTIFICATE OF REINCORPORATION
OF
THE HEALTH CARE AUTHORITY OF THE CITY OF ANNISTON

TO: THE HONORABLE JUDGE OF PROBATE
OF CALHOUN COUNTY, ALABAMA

The undersigned Billy D. Grizzard and Jimmie Thompson, III, as Chairman of the Board of Directors and Secretary, respectively, of Regional Medical Center Board, which is a public body that became a body corporate pursuant to authorization of the governing body of the City of Anniston, Alabama, under the provisions of:

(a) Act No. 63 enacted at the 1957 Regular Session of the Legislature of Alabama, now codified as Section 22-21-5 of the Code of Alabama 1975, as amended, and

(b) Ordinance 74-0-13 adopted by the governing body of the City of Anniston, Alabama, on May 7, 1974,

and which proposes to reincorporate as a Health Care Authority under the provisions of Act No. 82-418 enacted at the 1982 Regular Session of the Legislature of Alabama and Section 22-21-341 of the Code of Alabama (1975), each of whom is over the age of nineteen years, do make, sign and file this Certificate of Reincorporation under the provisions of said Act No. 82-418 and said Section 22-21-341, as follows:

(1) The name of the corporation shall be: "The Health Care Authority of the City of Anniston".

(2) The duration of the existence of the corporation shall be perpetual, unless it shall be sooner dissolved by proceedings taken pursuant to said Act No. 82-418 and said Section 22-21-339.

(3) The name of the municipality, the governing body of which authorized:

(a) the incorporation of said Regional Medical Center Board, and

(b) the reincorporation thereof under said Act No. 82-418 and said Section 22-21-341,

is the City of Anniston, Alabama (herein called "the City"); and the date on which the governing body of the City adopted an Ordinance authorizing the reincorporation of the corporation is _____, 2016.

(4) The principal office of the corporation shall be located at 400 East Tenth Street, Anniston, Alabama 36207, in the City of Anniston, Alabama.

(5) The corporation is being reincorporated pursuant to the provisions of, and for the purposes set forth in, Act No. 82-418 enacted at the 1982 Regular Session of the Legislature of Alabama (Article 11 of Chapter 21 of Title 22 of the Code of Alabama 1975, as amended) and Section 22-21-341 of the Code of Alabama (1975), and shall henceforth have all powers and authorities specified therein and in any amendment thereof heretofore or hereafter made, and all other powers and authorities heretofore or hereafter conferred, by the laws of Alabama not in conflict with the said Act No. 82-418 and said Article 11, as heretofore or hereafter amended, (a) upon corporations organized or reincorporated under said Act No. 82-418 and said Article 11, Section 22-21-341 of the Code of Alabama (1975), and (b) upon corporations generally; provided, however, that the corporation shall not have the power to amend this Certificate of Reincorporation as provided in

(a) subsection (a) of Section 3 of Act No. 87-745 enacted at the 1987 Regular Session of the Legislature of Alabama, or

(b) any other act of the Legislature of Alabama amendatory of or supplement to any one or more of said Act No. 82-418, said Article 11, Section 22-21-341 of the Code of Alabama (1975), said Act No. 87-745, or any such other amendatory or supplement act, unless and until both (A) the board of directors of the corporation adopts a resolution proposing such an amendment, and (B) the City Council or other governing body of the City ("the Council") adopts an Ordinance approving and authorizing such an amendment.

(6) The corporation shall have 15 directors, and each director shall be assigned an appropriate place number.

(7) Those directors that are to hold places numbered 1, 2, 3, 4, 5, 6, 7 and 8, other than those specifically named in Section 13 below, shall be elected by the governing body of the City; provided; however, the director holding place 1 shall always be the Chief of Staff of Northeast Alabama Regional Medical Center which shall be selected in accordance with the Medical Staff Bylaws of Northeast Alabama Regional Medical Center but elected as a director by the governing body of the City.

(8) Those directors that are to hold places numbered 9 and 10, other than those specifically named in Section 13 below, shall be elected by the governing body of Calhoun County, Alabama.

(9) Those directors that are to hold places numbered 11 and 12, other than those specifically named in Section 13 below, shall be elected by the governing body of the City of Oxford, Alabama.

(10) Those directors that are to hold places numbered 13 and 14, other than those specifically named in Section 13 below, shall be elected by the governing body of the City of Jacksonville, Alabama.

(11) The director to hold place numbered 15, other than the one specifically named in Section 13 below, shall be elected annually by the medical staff of Northeast Alabama Regional Medical Center.

(12) The term of office of each director, other than one elected to fill a vacancy resulting from the death, resignation, incapacity or disqualification of a director then in office or other vacation of office by such a director, shall (subject to the provisions of Section 13 below) be five years. If any director should die, resign, become incapable of acting (or disqualified to act) as a director of the corporation or otherwise vacate his or her office as such prior to the date of ending of his or her then current term of office, a successor shall be elected by the body who appointed the original director to serve for the unexpired term. All directors shall be eligible to serve until his/her replacement is duly appointed.

(13) The initial board of directors of the corporation shall consist of the following 15 persons who are currently serving as directors of Regional Medical Center Board, and who shall serve as directors of the corporation for the respective terms hereafter specified, viz.:

| <u>Place No.</u> | <u>Name of Director</u> | <u>Date of Ending of Current Term</u> |
|------------------|---------------------------------------|---------------------------------------|
| 1 | Gordon Hardy, M.D., Chief of Staff | 09/30/2016 |
| 2 | Ellen Bass | 05/31/2022 |
| 3 | George Crawford, M.D. | 05/31/2020 |
| 4 | Brian L. Johnson | 05/31/2020 |
| 5 | Bud Owsley | 05/31/2021 |
| 6 | Jimmie Thompson, III | 05/31/2019 |
| 7 | Paula Watkins | 05/31/2019 |
| 8 | Fred Wilson | 05/31/2018 |
| 9 | Trudy Hardegree | 05/31/2018 |
| 10 | Arthur Fite, III | 05/06/2022 |
| 11 | Billy D. Grizzard | 05/31/2020 |
| 12 | Bill Williams | 05/31/2018 |
| 13 | James E. Roberts | 05/31/2018 |
| 14 | Sandra F. Sudduth | 05/31/2022 |
| 15 | Blane Bateman, M.D. | 09/30/2016 |

(14) The corporation shall comply with the following procedures with respect to the appointment of directors by the City, and the governing bodies of Calhoun County, Alabama, the City of Oxford, Alabama and the City of Jacksonville, Alabama (with the City, each an "Appointing Authority").

(a) On or before sixty (60) days prior to the expiration of the then current term of a director, or promptly after a vacancy is caused by death, resignation, incapacity, disqualification or other vacation of office by a

director, the corporation, by written resolution of its directors, shall submit in writing a slate of three (3) candidates for each vacancy for consideration by the applicable Appointing Authority (the "First Slate"). Within sixty (60) days following its receipt of the First Slate, the applicable Appointing Authority shall make a decision on appointment.

(b) Should none of the candidates in the First Slate prove to be acceptable to the applicable Appointing Authority, such Appointing Authority shall notify the corporation in writing. Upon receipt of such notice, the corporation, by written resolution of its directors, will submit three (3) different names for each vacancy for consideration by the applicable Appointing Authority (the "Second Slate"). The Second Slate shall be submitted by the corporation to the applicable Appointing Authority within sixty (60) days following the corporation's receipt of notice that the candidates in the First Slate are not acceptable.

(c) Should none of the candidates in the Second Slate prove to be acceptable to the applicable Appointing Authority, the Appointing Authority shall fill the director position in its sole discretion.

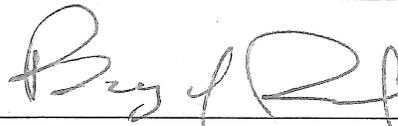
(15) Upon any dissolution of the corporation, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, be decided by the mutual agreement of the governing body of the City and the corporation. If such agreement is not reached within one hundred and twenty (120) days following the date of dissolution of the corporation, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, thereupon vest in accordance with Alabama law in effect as of the Effective Date of the Agreement referenced below in paragraph 17.

(16) The corporation shall be a public, non-profit corporation, and no part of the net earnings thereof shall inure to any individual or private corporation.

(17) The corporation hereby approves that certain Agreement between the City and RMCB (i.e., the corporation) dated the _____ day, of _____, 2016, which is incorporated herein by reference (the "Agreement"). The Chairman of the Directors and Secretary of RMCB are hereby authorized to sign the Agreement on behalf of RMCB. The Agreement is incorporated herein by reference.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures, in their respective official capacities hereunder noted, this 9th day of August, 2016.



As Chairman of the Board of Directors of
REGIONAL MEDICAL CENTER BOARD



As Secretary of
REGIONAL MEDICAL CENTER BOARD

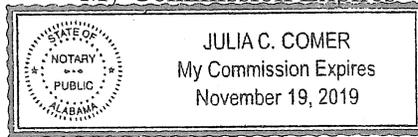
STATE OF ALABAMA)
 :
CALHOUN COUNTY)

The undersigned, a Notary Public in and for said county in said state, hereby certifies that Billy D. Grizzard, whose name as Chairman of the Board of Directors of REGIONAL MEDICAL CENTER BOARD is signed to the foregoing Certificate of Reincorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Reincorporation, he executed the same voluntarily.

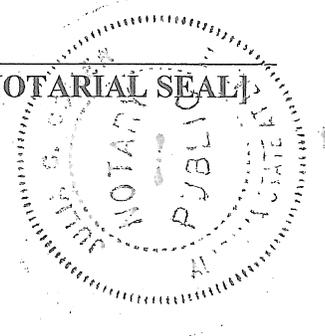
GIVEN under my hand and official seal of office, this 9th day of August, 2016.

Julia C. Comer
Notary Public

My Commission Expires



[NOTARIAL SEAL]



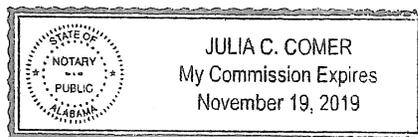
STATE OF ALABAMA)
 :
CALHOUN COUNTY)

The undersigned, a Notary Public in and for said County in said state, hereby certifies that Jimmie Thompson, III, whose name as Secretary of REGIONAL MEDICAL CENTER BOARD is signed to the foregoing certificate of Reincorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Reincorporation, he executed the same voluntarily.

GIVEN under my hand and official seal of office, this 9th day of August, 2016.

Julia C. Comer
Notary Public

My Commission Expires



[NOTARIAL SEAL]



**AGREEMENT BETWEEN REGIONAL MEDICAL CENTER BOARD and THE CITY OF
ANNISTON, ALABAMA**

EXHIBIT B

TYLER PARK PROPERTY LEGAL DESCRIPTION

[Legal Description to be Inserted once Land Survey Complete]

**AGREEMENT BETWEEN REGIONAL MEDICAL CENTER BOARD and THE CITY OF
ANNISTON, ALABAMA**

EXHIBIT C

TYLER PARK PROPERTY DEED

[on following page]

This instrument was prepared by:
Norman M. Orr
Burr & Forman LLP
420 North 20th Street, Suite 3400
Birmingham, Alabama 35203

Send Tax Notice to:
The Health Care Authority of the City of
Anniston
400 E. 10th Street
Anniston, Alabama 36207

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

COUNTY OF CALHOUN)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned grantor, **THE CITY OF ANNISTON, ALABAMA**, an Alabama municipality, whose address is 1128 Gurnee Avenue, Anniston, Alabama 36201 ("Grantor"), in hand paid by **THE HEALTH CARE AUTHORITY OF THE CITY OF ANNISTON**, an Alabama health care authority, whose address is 400 E. 10th Street, Anniston, Alabama 36207 ("Grantee"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee that certain parcel of real estate situated in Calhoun County, Alabama, being more particularly described as follows:

(see **Exhibit A**)

(the "Property").

Subject, however, to those matters set forth on **Exhibit B**.

Subject further to the following:

1. The Property shall only be used for the provision of health care services (which may include facilities for the housing of elderly persons) or for incidental uses that support health care services and the related operations of Grantee, including, by way of example only, a parking lot for patients, visitors and staff of the Grantee (the "Permitted Uses").
2. Grantee may not Transfer the Property without the prior written consent of the Grantor, and any Transfer without such consent shall be null and void by operation of law. If the Property is Transferred with the consent of the Grantor, all proceeds from such Transfer shall be paid one hundred percent (100%) to the Grantor and such transfer shall be subject to the provisions of this instrument. The terms "Transfer" or "Transferred" shall refer to any means by which Grantee, its subsidiaries and/or affiliates, may divest itself or be divested of record or beneficial ownership of all or any part of the Property, including, without limitation, divestment by sale, disposition, conveyance, merger, lease, assignment, exchange, gift, or change of control by operation of law or otherwise.
3. In the event the Property is used for a purpose other than the Permitted Uses or there is an attempt to Transfer the Property without the written consent of the Grantor, the Grantor shall have the right to send a notice of such default to Grantee, which notice shall contain a description of the default.

Grantee shall then have thirty (30) days after receipt of such notice to correct and cure said default. In the event that Grantee shall fail or refuse to correct and cure said default within the aforesaid 30-day period, the Grantor, at its option, shall have the right but not the obligation to declare a reversion of the Property. In the event the Grantor elects to declare a reversion, Grantee shall remove all encumbrances on the Property and the Property shall forthwith be deemed re-conveyed to the Grantor and Grantee shall have no further right, title or interest in, to or under the Property and all interests therein shall revert to the Grantor. Upon the request of the Grantor, Grantee shall execute and deliver or cause to be executed and delivered to the Grantor, such other additional documents or instruments, and take or cause to be taken such other or additional action, as may be required or reasonably requested by the Grantor in order to more effectively carry out and confirm the re-conveyance of the Property to the Grantor, including without limitation, the execution and delivery of quitclaim deeds re-conveying all of Grantee's right, title and interest in, to and under the Property to the Grantor. Notwithstanding the foregoing sentence, upon Grantor declaring a reversion of the Property, evidenced by execution of recorded document by Grantor, Grantee shall automatically have no further right, title or interest in, to or under the Property and all interests therein shall automatically revert to the Grantor.

4. The provisions hereof shall run with the land and shall be binding upon and shall inure to the benefit of Grantor and Grantee, their respective heirs, successors, assigns and legal representatives.

TO HAVE AND TO HOLD unto the said Grantee, Grantee's successors and assigns forever, subject to the foregoing.

[Signatures appear on the next page]

IN WITNESS WHEREOF, Grantor has caused this Deed to be properly executed as of the date set forth below to be effective as of the _____ day of _____, _____.

GRANTOR:

THE CITY OF ANNISTON, ALABAMA

By: _____

Printed Name: _____

Its: Mayor of The City of Anniston

ATTEST:

Title: City Clerk of The City of Anniston

STATE OF ALABAMA)

COUNTY OF CALHOUN)

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, and _____, whose names as Mayor and City Clerk, respectively, both of The City of Anniston, Alabama, an Alabama municipality, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand and official seal this _____ day of _____, _____.

[NOTARY SEAL]

Notary Public
My Commission Expires: _____

Exhibit A

(legal description to be attached)

Exhibit B

(exceptions to be attached)

I further certify that the above resolution has not been modified, revoked or rescinded and is in full force and effect this 9th day of August, 2016.



Jimmie Thompson, III
Secretary

Attachment B to Ordinance

Certified Copy of a Certificate of Reincorporation Executed on August 9, 2016

[attached hereto]

CERTIFICATE OF REINCORPORATION
OF
THE HEALTH CARE AUTHORITY OF THE CITY OF ANNISTON

TO: THE HONORABLE JUDGE OF PROBATE
OF CALHOUN COUNTY, ALABAMA

The undersigned Billy D. Grizzard and Jimmie Thompson, III, as Chairman of the Board of Directors and Secretary, respectively, of Regional Medical Center Board, which is a public body that became a body corporate pursuant to authorization of the governing body of the City of Anniston, Alabama, under the provisions of:

(a) Act No. 63 enacted at the 1957 Regular Session of the Legislature of Alabama, now codified as Section 22-21-5 of the Code of Alabama 1975, as amended, and

(b) Ordinance 74-0-13 adopted by the governing body of the City of Anniston, Alabama, on May 7, 1974,

and which proposes to reincorporate as a Health Care Authority under the provisions of Act No. 82-418 enacted at the 1982 Regular Session of the Legislature of Alabama and Section 22-21-341 of the Code of Alabama (1975), each of whom is over the age of nineteen years, do make, sign and file this Certificate of Reincorporation under the provisions of said Act No. 82-418 and said Section 22-21-341, as follows:

(1) The name of the corporation shall be: "The Health Care Authority of the City of Anniston".

(2) The duration of the existence of the corporation shall be perpetual, unless it shall be sooner dissolved by proceedings taken pursuant to said Act No. 82-418 and said Section 22-21-339.

(3) The name of the municipality, the governing body of which authorized:

(a) the incorporation of said Regional Medical Center Board, and

(b) the reincorporation thereof under said Act No. 82-418 and said Section 22-21-341,

is the City of Anniston, Alabama (herein called "the City"); and the date on which the governing body of the City adopted an Ordinance authorizing the reincorporation of the corporation is _____, 2016.

(4) The principal office of the corporation shall be located at 400 East Tenth Street, Anniston, Alabama 36207, in the City of Anniston, Alabama.

(5) The corporation is being reincorporated pursuant to the provisions of, and for the purposes set forth in, Act No. 82-418 enacted at the 1982 Regular Session of the Legislature of Alabama (Article 11 of Chapter 21 of Title 22 of the Code of Alabama 1975, as amended) and Section 22-21-341 of the Code of Alabama (1975), and shall henceforth have all powers and authorities specified therein and in any amendment thereof heretofore or hereafter made, and all other powers and authorities heretofore or hereafter conferred, by the laws of Alabama not in conflict with the said Act No. 82-418 and said Article 11, as heretofore or hereafter amended, (a) upon corporations organized or reincorporated under said Act No. 82-418 and said Article 11, Section 22-21-341 of the Code of Alabama (1975), and (b) upon corporations generally; provided, however, that the corporation shall not have the power to amend this Certificate of Reincorporation as provided in

(a) subsection (a) of Section 3 of Act No. 87-745 enacted at the 1987 Regular Session of the Legislature of Alabama, or

(b) any other act of the Legislature of Alabama amendatory of or supplement to any one or more of said Act No. 82-418, said Article 11, Section 22-21-341 of the Code of Alabama (1975), said Act No. 87-745, or any such other amendatory or supplement act, unless and until both (A) the board of directors of the corporation adopts a resolution proposing such an amendment, and (B) the City Council or other governing body of the City ("the Council") adopts an Ordinance approving and authorizing such an amendment.

(6) The corporation shall have 15 directors, and each director shall be assigned an appropriate place number.

(7) Those directors that are to hold places numbered 1, 2, 3, 4, 5, 6, 7 and 8, other than those specifically named in Section 13 below, shall be elected by the governing body of the City; provided; however, the director holding place 1 shall always be the Chief of Staff of Northeast Alabama Regional Medical Center which shall be selected in accordance with the Medical Staff Bylaws of Northeast Alabama Regional Medical Center but elected as a director by the governing body of the City.

(8) Those directors that are to hold places numbered 9 and 10, other than those specifically named in Section 13 below, shall be elected by the governing body of Calhoun County, Alabama.

(9) Those directors that are to hold places numbered 11 and 12, other than those specifically named in Section 13 below, shall be elected by the governing body of the City of Oxford, Alabama.

(10) Those directors that are to hold places numbered 13 and 14, other than those specifically named in Section 13 below, shall be elected by the governing body of the City of Jacksonville, Alabama.

(11) The director to hold place numbered 15, other than the one specifically named in Section 13 below, shall be elected annually by the medical staff of Northeast Alabama Regional Medical Center.

(12) The term of office of each director, other than one elected to fill a vacancy resulting from the death, resignation, incapacity or disqualification of a director then in office or other vacation of office by such a director, shall (subject to the provisions of Section 13 below) be five years. If any director should die, resign, become incapable of acting (or disqualified to act) as a director of the corporation or otherwise vacate his or her office as such prior to the date of ending of his or her then current term of office, a successor shall be elected by the body who appointed the original director to serve for the unexpired term. All directors shall be eligible to serve until his/her replacement is duly appointed.

(13) The initial board of directors of the corporation shall consist of the following 15 persons who are currently serving as directors of Regional Medical Center Board, and who shall serve as directors of the corporation for the respective terms hereafter specified, viz.:

| <u>Place No.</u> | <u>Name of Director</u> | <u>Date of Ending of Current Term</u> |
|------------------|---------------------------------------|---------------------------------------|
| 1 | Gordon Hardy, M.D., Chief of Staff | 09/30/2016 |
| 2 | Ellen Bass | 05/31/2022 |
| 3 | George Crawford, M.D. | 05/31/2020 |
| 4 | Brian L. Johnson | 05/31/2020 |
| 5 | Bud Owsley | 05/31/2021 |
| 6 | Jimmie Thompson, III | 05/31/2019 |
| 7 | Paula Watkins | 05/31/2019 |
| 8 | Fred Wilson | 05/31/2018 |
| 9 | Trudy Hardegree | 05/31/2018 |
| 10 | Arthur Fite, III | 05/06/2022 |
| 11 | Billy D. Grizzard | 05/31/2020 |
| 12 | Bill Williams | 05/31/2018 |
| 13 | James E. Roberts | 05/31/2018 |
| 14 | Sandra F. Sudduth | 05/31/2022 |
| 15 | Blane Bateman, M.D. | 09/30/2016 |

(14) The corporation shall comply with the following procedures with respect to the appointment of directors by the City, and the governing bodies of Calhoun County, Alabama, the City of Oxford, Alabama and the City of Jacksonville, Alabama (with the City, each an "Appointing Authority").

(a) On or before sixty (60) days prior to the expiration of the then current term of a director, or promptly after a vacancy is caused by death, resignation, incapacity, disqualification or other vacation of office by a

director, the corporation, by written resolution of its directors, shall submit in writing a slate of three (3) candidates for each vacancy for consideration by the applicable Appointing Authority (the "First Slate"). Within sixty (60) days following its receipt of the First Slate, the applicable Appointing Authority shall make a decision on appointment.

(b) Should none of the candidates in the First Slate prove to be acceptable to the applicable Appointing Authority, such Appointing Authority shall notify the corporation in writing. Upon receipt of such notice, the corporation, by written resolution of its directors, will submit three (3) different names for each vacancy for consideration by the applicable Appointing Authority (the "Second Slate"). The Second Slate shall be submitted by the corporation to the applicable Appointing Authority within sixty (60) days following the corporation's receipt of notice that the candidates in the First Slate are not acceptable.

(c) Should none of the candidates in the Second Slate prove to be acceptable to the applicable Appointing Authority, the Appointing Authority shall fill the director position in its sole discretion.

(15) Upon any dissolution of the corporation, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, be decided by the mutual agreement of the governing body of the City and the corporation. If such agreement is not reached within one hundred and twenty (120) days following the date of dissolution of the corporation, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, thereupon vest in accordance with Alabama law in effect as of the Effective Date of the Agreement referenced below in paragraph 17.

(16) The corporation shall be a public, non-profit corporation, and no part of the net earnings thereof shall inure to any individual or private corporation.

(17) The corporation hereby approves that certain Agreement between the City and RMCB (i.e., the corporation) dated the _____ day, of _____, 2016, which is incorporated herein by reference (the "Agreement"). The Chairman of the Directors and Secretary of RMCB are hereby authorized to sign the Agreement on behalf of RMCB. The Agreement is incorporated herein by reference.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures, in their respective official capacities hereunder noted, this 9th day of August, 2016.



As Chairman of the Board of Directors of
REGIONAL MEDICAL CENTER BOARD



As Secretary of
**REGIONAL MEDICAL CENTER
BOARD**

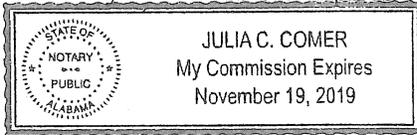
STATE OF ALABAMA)
 :
CALHOUN COUNTY)

The undersigned, a Notary Public in and for said county in said state, hereby certifies that Billy D. Grizzard, whose name as Chairman of the Board of Directors of REGIONAL MEDICAL CENTER BOARD is signed to the foregoing Certificate of Reincorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Reincorporation, he executed the same voluntarily.

GIVEN under my hand and official seal of office, this 9th day of August, 2016.

Julia C. Comer
Notary Public

My Commission Expires



[NOTARIAL SEAL]



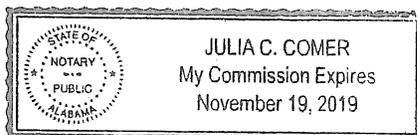
STATE OF ALABAMA)
 :
CALHOUN COUNTY)

The undersigned, a Notary Public in and for said County in said state, hereby certifies that Jimmie Thompson, III, whose name as Secretary of REGIONAL MEDICAL CENTER BOARD is signed to the foregoing certificate of Reincorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Reincorporation, he executed the same voluntarily.

GIVEN under my hand and official seal of office, this 9th day of August, 2016.

Julia C. Comer
Notary Public

My Commission Expires



[NOTARIAL SEAL]



Attachment C to Ordinance

**Form of Agreement between Regional Medical Center Board and The City of Anniston,
Alabama**

[attached hereto]

**AGREEMENT BETWEEN
REGIONAL MEDICAL CENTER BOARD
and
THE CITY OF ANNISTON, ALABAMA**

This agreement (this “Agreement”) is made and entered into this ____ day of _____, 2016 (“Effective Date”) by and between Regional Medical Center Board, an Alabama non-profit corporation (before or after its reincorporation as an Alabama health care authority, “RMCB”) and the City of Anniston, an Alabama municipal corporation (the “City”), acting through the City Council of the City of Anniston, Alabama.

RECITALS

WHEREAS, on May 7, 1974, the City established RMCB pursuant to Chapter 6 of Title 22, Code of Alabama (1940), as amended, as a public body through City Ordinance 74-0-13 (“Ordinance 74-0-13”);

WHEREAS, the City amended Ordinance 74-0-13 by adopting Ordinance 78-0-38 on August 29, 1978 (“Ordinance 78-0-38”);

WHEREAS, RMCB, directly and through one or more subsidiaries and/or affiliates, including, without limitation, Regional Health Services, Inc. and Regional Health Management Corporation, owns and operates various health care facilities, assets, accounts and equipment, including Northeast Alabama Regional Medical Center (the “Anniston Hospital”); RMC Jacksonville Medical Center; RMC Cardiovascular Surgery; RMC Neurology; RMC Cardiology; RMC Urology; multiple practices/clinics in Anniston, Oxford, Roanoke, Piedmont, Jacksonville, and Talladega, Alabama, as well as other health care facilities (together with any future facilities, assets, accounts and equipment of RMCB, its subsidiaries and/or affiliates, collectively the “Assets”);

WHEREAS, RMCB, directly and through one or more subsidiaries and/or affiliates, including, without limitation, Regional Health Services, Inc., and Regional Health Management Corporation, provides a variety of inpatient, outpatient, practitioner provider and ancillary health care services through the Assets, including, without limitation, the following health care services/service lines at the Anniston Hospital: orthopedics, cancer care, behavioral health, emergency care, gastroenterology, heart and vascular, imaging, clinical laboratory, mammography, women and children’s care (including obstetrics), neurological services, outpatient rehabilitation, sleep disorder, surgical, and wound care (together with any future operations and health care services of RMCB, its subsidiaries and/or affiliates, collectively the “Services”);

WHEREAS, the City and RMCB desire to reincorporate RMCB as an Alabama health care authority under the provisions of Code of Alabama Section 22-21-341(1975); and

WHEREAS, the City and RMCB desire for the Services to be operated by and the Assets to be owned by RMCB as an Alabama health care authority.

NOW THEREFORE, in consideration of the Recitals above, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, RMCB and the City hereby covenant and agree as follows:

SECTION 1. **Recitals.** The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. **Commitments by the City.** Subject to an authorizing ordinance being adopted by an affirmative majority vote of the City Council of Anniston, Alabama, the City agrees as follows:

A. In accordance with the Code of Alabama Section 22-21-341(1975), the City shall cause the reincorporation of RMCB as “The Health Care Authority of the City of Anniston” (the “Authority”) and shall approve the Certificate of Reincorporation for the Authority in the form attached as **Exhibit A**, which is incorporated herein by reference (“Certificate of Reincorporation”). Such City ordinance approving the reincorporation of RMCB as an Alabama health care authority shall provide that those sections of Ordinance 74-0-13 and Ordinance 78-0-38 inconsistent with this Agreement are deemed repealed and superseded.

B. Upon dissolution of RMCB in accordance with Alabama law, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, be decided by the mutual agreement of the City and RMCB. If such agreement is not reached within one hundred and twenty (120) days following the date of dissolution of RMCB, title to all RMCB assets and property shall, subject to any constitutional provision or inhibition to the contrary, thereupon vest in accordance with Alabama law in effect as of the Effective Date. Notwithstanding the above, in the event of the Transfer of the Anniston Hospital, all of the Transfer Proceeds shall be paid one hundred percent (100%) to the City, less any debt directly and solely related to the operations and capital improvements of the Anniston Hospital and less any transaction costs related solely to the Transfer of the Anniston Hospital. For purposes of this Agreement, the terms “Transfer” or “Transferred” shall refer to any means by which RMCB, its subsidiaries and/or affiliates, may divest itself or be divested of record or beneficial ownership of all or any part of the asset or equity interest in question, including, without limitation, divestment by sale, disposition, conveyance, merger, lease, assignment, exchange, gift, or change of control by operation of law or otherwise. For purposes of this Agreement, the term “Transfer Proceeds” shall mean those amounts, in cash or in kind, paid to RMCB, or a subsidiary or affiliate, with respect to a Transfer.

C. The City shall otherwise take all actions necessary to accomplish the reincorporation of RMCB as an Alabama health care authority in accordance with the Certificate of Reincorporation.

D. The City shall recognize and acknowledge the full ownership of the Assets and operation of the Services by RMCB as an Alabama health care authority upon RMCB’s reincorporation as an Alabama health care authority.

E. Within sixty (60) days following the Effective Date, the City shall transfer ownership of the real property known as the Tyler Park Property, as further described on **Exhibit B** attached hereto and incorporated herein (the “Tyler Park Property”), to RMCB as an Alabama health care authority. Such transfer shall be free and clear of any encumbrances (except as set forth below with respect to the City's right of reversion or otherwise agreed to by the parties) and shall occur via statutory warranty deed from the City to RMCB, the form of which is set forth in **Exhibit C** attached hereto, but shall be subject to the express covenant that RMCB shall only use the Tyler Park Property for the provision of health care services (which may include on the Tyler Park Property facilities for the housing of elderly persons) or for incidental uses that support health care services and the operations of RMCB, including, by way of example only, a parking lot for patients, visitors and staff of the Anniston Hospital (the “Permitted Uses”). RMCB may not Transfer the Tyler Park Property without the prior consent of the City, and any Transfer without such consent shall be null and void. If the Tyler Park Property is Transferred with the consent of the City all Transfer Proceeds shall be paid one hundred percent (100%) to the City. In the event the Tyler Park Property is used for a purpose other than the Permitted Uses or is Transferred without the written consent of the City, the City shall have the right to send a notice of such default to RMCB, which notice shall contain a description of the default. RMCB shall have thirty (30) days after receipt of such notice to correct and cure said default. In the event that RMCB shall fail or refuse to correct and cure said default within the aforesaid 30-day period, the City at its option shall have the right but not the obligation to declare a reversion of the Tyler Park Property. In the event the City elects to declare a reversion, RMCB shall remove all encumbrances on the Tyler Park Property and the Tyler Park Property shall forthwith be deemed reconveyed to the City and RMCB shall have no further right, title or interest in, to or under the Tyler Park Property and all interests therein shall revert to the City. Upon the request of the City, RMCB shall execute and deliver or cause to be executed and delivered to the City, such other additional documents or instruments, and take or cause to be taken such other or additional action, as may be required or reasonably requested by the City in order to more effectively carry out and confirm the reconveyance of the Tyler Park Property to the City, including without limitation, the execution and delivery of quitclaim deeds reconveying all of RMCB’s right, title and interest in, to and under the Tyler Park Property to the City. Upon reconveyance of the Tyler Park Property to the City, RMCB shall have no further right, title or interest in, to or under the Tyler Park Property and all interests therein shall automatically revert to the City.

SECTION 3. Commitments by RMCB. Subject to an authorizing resolution being adopted by an affirmative majority vote of the governing body of RMCB, namely the Board of Directors of RMCB (the “Directors”), RMCB agrees as follows:

- A. *Affirmative Covenants.* Unless expressly agreed to in advance by the City, RMCB as an Alabama health care authority shall:
1. Maintain and operate the Anniston Hospital within Anniston, Alabama,
 2. Maintain a minimum of 323 licensed hospital beds within the Anniston Hospital, and

3. Maintain within Anniston, Alabama those Services in existence within Anniston, Alabama as of the Effective Date; provided, however, that the Directors can discontinue one or more Services within Anniston, Alabama without consent of the City (a "Discontinued Service") as long as RMCB does not reinstate such Discontinued Service outside of Anniston, Alabama within three (3) years from the last date the Discontinued Service was offered by RMCB. If RMCB wants to offer a Discontinued Service outside of Anniston, Alabama within the three (3) year limitation period, it must first obtain consent of the City.

B. *Negative Covenants.* Unless expressly agreed to in advance by the City, RMCB as an Alabama health care authority shall not:

1. Transfer or abandon any Asset, including without limitation the Anniston Hospital, with a fair market value of more than \$5,000,000; provided, however, that the Directors shall have the right to Transfer RMCB's ownership interest in The Surgery Center, LLC without the City's consent. If the parties disagree as to whether the Transfer or abandonment of an Asset is valued at more than \$5,000,000, the parties shall in good faith select a qualified third-party appraiser to determine the fair market value of the Asset in question, and the cost of such appraiser shall be borne equally by the parties,
2. Convey day-to-day operational control of the Anniston Hospital or its assets to a person or entity other than the Directors, whether through a management agreement or otherwise,
3. Develop a new health care facility within Anniston, Alabama that causes or is likely to cause a decrease in Services provided at the Anniston Hospital, including, without limitation, a freestanding emergency department,
4. Subject to Section 2E above, use its Assets or otherwise operate for any purpose other than operating a hospital and/or providing health care services, or
5. Take any other action that requires City approval pursuant to the Alabama Health Care Authorities Act, Code of Alabama Section 22-21-310 et seq. (1975), as may be amended from time to time.

For any event pursuant to this Agreement for which consent of the City is required (a "Proposed Event"), RMCB shall provide the City Mayor and City Manager written notice of the Proposed Event and the anticipated Transfer Proceeds if such Proposed Event involves a Transfer (including allocated debt and transaction costs if the Proposed Event involves the Transfer of the Anniston Hospital), at least sixty (60) days prior to the effective date of the Proposed Event (the "Notice"). The Notice shall provide sufficient details regarding the Proposed Event as then available to RMCB, and RMCB shall provide to the City additional information regarding the Proposed Event as reasonably requested by the City. In

the event the City does not act on the Proposed Event (by either approving the Proposed Event or withholding consent) within sixty (60) days from receipt of the Notice, such failure to act shall be deemed consent to the Proposed Event.

C. In accordance with the requirements in this Agreement, including Section 3A3 above, RMCB may establish health care services outside of Anniston, Alabama without the consent of the City.

D. RMCB shall honor the terms of Sections 2A, 2B and 2E of this Agreement.

E. RMCB, as an Alabama health care authority, shall be governed by the Directors composed and elected as set forth in the Certificate of Reincorporation attached hereto as **Exhibit A**. RMCB shall comply with the following procedures with respect to the appointment of Directors by the City, and the governing bodies of Calhoun County, Alabama, the City of Oxford, Alabama and the City of Jacksonville, Alabama (with the City, each an "Appointing Authority").

(i) On or before sixty (60) days prior to the expiration of the then current term of a Director, or promptly after a vacancy is caused by death, resignation, incapacity, disqualification or other vacation of office by a Director, RMCB, by written resolution of its Directors, shall submit in writing a slate of three (3) candidates for each vacancy for consideration by the applicable Appointing Authority (the "First Slate"). Within sixty (60) days following its receipt of the First Slate, the applicable Appointing Authority shall make a decision on appointment.

(ii) Should none of the candidates in the First Slate prove to be acceptable to the applicable Appointing Authority, such Appointing Authority shall notify RMCB in writing. Upon receipt of such notice, RMCB, by written resolution of its Directors, will submit three (3) different names for each vacancy for consideration by the applicable Appointing Authority (the "Second Slate"). The Second Slate shall be submitted by RMCB to the applicable Appointing Authority within sixty (60) days following RMCB's receipt of notice that the candidates in the First Slate are not acceptable.

(iii) Should none of the candidates in the Second Slate prove to be acceptable to the applicable Appointing Authority, the Appointing Authority shall fill the Director position in its sole discretion.

F. On or before December 31 immediately following the date of RMCB's reincorporation as an Alabama health care authority, and on or before each December 31 thereafter, RMCB shall pay a fee to the City as follows:

| | |
|----------------------|--------------|
| Years 1-5: | \$145,000.00 |
| Years 6-10: | \$95,000.00 |
| Years 11-perpetuity: | \$45,000.00 |

G. RMCB hereby covenants to the City that the Directors shall be the sole, decision-making body of RMCB once reincorporated as an Alabama health care authority.

Notwithstanding, in an emergency situation as certified by RMCB's chief executive officer in good faith where quick action is required to avoid a material adverse outcome to RMCB, RMCB's Executive Committee (which shall be comprised of a subset of Directors) shall have the authority to act (an "Emergency Action"). Otherwise, RMCB's Executive Committee shall only function in an advisory capacity to the Directors and shall not take action independent of the Directors. Any Emergency Action by RMCB's Executive Committee shall be subject to subsequent ratification or rejection by the Directors. Notwithstanding the above, the Directors can delegate certain functions to appointed RMCB officers as permitted by applicable law and consistent with the Director's duty of care; provided, however, that such officers shall remain subject to the authority of the Directors. RMCB shall revise its bylaws or other governing documents to be consistent with this Section.

H. RMCB hereby covenants to the City that its affiliates and subsidiaries, present and future, including Regional Health Services, Inc. and Regional Health Management Corporation, shall be bound by the powers, restrictions and covenants set forth herein as such powers, restrictions and covenants apply to RMCB.

I. RMCB shall otherwise take all actions necessary to accomplish the reincorporation of RMCB as an Alabama health care authority in accordance with the Certificate of Reincorporation.

SECTION 4. Binding Agreement; Assignments; No Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of RMCB, the City and their respective affiliates, subsidiaries, permitted assigns and successors. The parties to this Agreement deem each other to be independent contractors and not agents of the other party. This Agreement is solely for the benefit of the parties hereto. No right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to the Agreement or an authorized successor or assignee thereof.

SECTION 5. Notices, Proper Form. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by hand, reputable overnight delivery service or mailed by registered or certified mail, return receipt requested, first class postage prepaid, addressed as follows:

As to RMCB:

The Health Care Authority
of the City of Anniston
400 E. 10th Street
P.O. Box 2208 (36202)
Anniston, AL 36207
Attn: CEO

As to City:

City of Anniston
1128 Gurnee Avenue
Anniston, AL 36201
Attn: Mayor and City Manager

or to such alternative addresses as shall be specified by notice given in the manner herein provided. All notices and other communications hereunder shall be deemed to have been given on the date of delivery.

SECTION 6. Entire Agreement; Amendments; Applicable Law; Attorney Fees; Waiver of Jury Trial; Venue. Except as set forth herein, this Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between RMCB and the City, made with respect to the matters herein contained, and when duly executed, shall constitute the complete agreement between RMCB and the City with respect to the matters herein. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions for the Agreement be waived by either party, unless such additions, alterations, variations, or waivers are expressed in writing and duly signed by both parties. This Agreement shall be governed by the laws of the State of Alabama, and it shall become effective immediately upon execution by both parties hereto. In the event that any party hereto is required to enforce its agreement by court proceedings or otherwise by instituting suit or otherwise, then the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees, from the other party. Further, the parties agree that in the event of litigation, each waive any right to trial by jury. It is mutually agreed by and between the parties hereto, and for their successors, heirs and permitted assigns, that venue over any action or dispute involving or related to this Agreement or the subject matter hereof shall be exclusively brought in the state or federal courts with jurisdiction over Birmingham, Alabama, and the parties hereby voluntarily consent to such jurisdiction.

SECTION 7. Recordation. Upon adoption of the City ordinance referred to in Section 2A above and adoption of the RMCB resolution referred to in Section 3 above, the parties hereto agree that an executed copy of this Agreement and Exhibits attached shall be recorded in the Public Records of Calhoun County, Alabama.

SECTION 8. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end this Agreement is declared severable.

SECTION 9. Authority to Execute. Subject to the conditions of this Agreement, the parties hereto each represent and warrant to the other that the officer or representative signing this Agreement on behalf of such party has the full power and authority to bind the entity for which he/she purports to act hereunder.

SECTION 10. Arm's Length Transaction. The parties hereto to this Agreement have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting or negotiation of this Agreement.

SECTION 11. Remedies. In the event of a breach by either party of its obligations under this Agreement, either party shall have, in addition to any other rights and remedies available at law or in equity, the right to obtain injunctive relief, it being acknowledged and agreed to by all parties hereto that any such breach will cause irreparable harm to the non-breaching party and that monetary damages alone will not provide an adequate remedy.

SECTION 12. **Headings.** The headings of Sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 13. **Waiver of Breach.** No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions, or provisions herein shall be deemed or taken to be a waiver of any other covenant, condition, or provision herein or a waiver of any subsequent breach of the same covenant, condition, or provision.

SECTION 14. **Consent Order.** Within fifteen (15) days following the Effective Date of this Agreement, the City and RMCB shall file a joint motion with the Circuit Court of Calhoun County, Alabama to withdraw that certain Consent Order dated December 10, 2014 in *Regional Medical Center Board, et al. v. City of Anniston, et al*, CV-2014-900593.

SECTION 15. **Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one instrument, notwithstanding that all parties are not signatories to the same counterpart, and, further, the pages of the counterparts on which appear the signatures of the parties may be detached from the respective counterparts of this Agreement and attached all to one counterpart which shall represent the final instrument. Facsimile or electronically transmitted signatures on this Agreement shall be deemed to be original signatures for all purposes.

[Signature Page Follows.]

IN WITNESS WHEREOF, RMCB and the City have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed by their authorized officer(s).

REGIONAL MEDICAL CENTER BOARD

CITY OF ANNISTON, ALABAMA:

By: _____
Billy D. Grizzard, Chairman of the Board of Directors of Regional Medical Center Board

By: _____
Vaughn Stewart, Mayor

Date: _____

Date: _____

By: _____
Jimmie Thompson, III, Secretary of Regional Medical Center Board

Attest:
By: _____
City Clerk

Date: _____

Approved as to form and legality

By: _____
City Clerk

**AGREEMENT BETWEEN REGIONAL MEDICAL CENTER BOARD and THE CITY OF
ANNISTON, ALABAMA**

EXHIBIT A

**FORM OF
CERTIFICATE OF REINCORPORATION
FOR
THE HEALTH CARE AUTHORITY OF THE CITY OF ANNISTON**

[on following page]

CERTIFICATE OF REINCORPORATION
OF
THE HEALTH CARE AUTHORITY OF THE CITY OF ANNISTON

TO: THE HONORABLE JUDGE OF PROBATE
OF CALHOUN COUNTY, ALABAMA

The undersigned Billy D. Grizzard and Jimmie Thompson, III, as Chairman of the Board of Directors and Secretary, respectively, of Regional Medical Center Board, which is a public body that became a body corporate pursuant to authorization of the governing body of the City of Anniston, Alabama, under the provisions of:

(a) Act No. 63 enacted at the 1957 Regular Session of the Legislature of Alabama, now codified as Section 22-21-5 of the Code of Alabama 1975, as amended, and

(b) Ordinance 74-0-13 adopted by the governing body of the City of Anniston, Alabama, on May 7, 1974,

and which proposes to reincorporate as a Health Care Authority under the provisions of Act No. 82-418 enacted at the 1982 Regular Session of the Legislature of Alabama and Section 22-21-341 of the Code of Alabama (1975), each of whom is over the age of nineteen years, do make, sign and file this Certificate of Reincorporation under the provisions of said Act No. 82-418 and said Section 22-21-341, as follows:

(1) The name of the corporation shall be: "The Health Care Authority of the City of Anniston".

(2) The duration of the existence of the corporation shall be perpetual, unless it shall be sooner dissolved by proceedings taken pursuant to said Act No. 82-418 and said Section 22-21-339.

(3) The name of the municipality, the governing body of which authorized:

(a) the incorporation of said Regional Medical Center Board, and

(b) the reincorporation thereof under said Act No. 82-418 and said Section 22-21-341,

is the City of Anniston, Alabama (herein called "the City"); and the date on which the governing body of the City adopted an Ordinance authorizing the reincorporation of the corporation is _____, 2016.

(4) The principal office of the corporation shall be located at 400 East Tenth Street, Anniston, Alabama 36207, in the City of Anniston, Alabama.

(5) The corporation is being reincorporated pursuant to the provisions of, and for the purposes set forth in, Act No. 82-418 enacted at the 1982 Regular Session of the Legislature of Alabama (Article 11 of Chapter 21 of Title 22 of the Code of Alabama 1975, as amended) and Section 22-21-341 of the Code of Alabama (1975), and shall henceforth have all powers and authorities specified therein and in any amendment thereof heretofore or hereafter made, and all other powers and authorities heretofore or hereafter conferred, by the laws of Alabama not in conflict with the said Act No. 82-418 and said Article 11, as heretofore or hereafter amended, (a) upon corporations organized or reincorporated under said Act No. 82-418 and said Article 11, Section 22-21-341 of the Code of Alabama (1975), and (b) upon corporations generally; provided, however, that the corporation shall not have the power to amend this Certificate of Reincorporation as provided in

(a) subsection (a) of Section 3 of Act No. 87-745 enacted at the 1987 Regular Session of the Legislature of Alabama, or

(b) any other act of the Legislature of Alabama amendatory of or supplement to any one or more of said Act No. 82-418, said Article 11, Section 22-21-341 of the Code of Alabama (1975), said Act No. 87-745, or any such other amendatory or supplement act, unless and until both (A) the board of directors of the corporation adopts a resolution proposing such an amendment, and (B) the City Council or other governing body of the City ("the Council") adopts an Ordinance approving and authorizing such an amendment.

(6) The corporation shall have 15 directors, and each director shall be assigned an appropriate place number.

(7) Those directors that are to hold places numbered 1, 2, 3, 4, 5, 6, 7 and 8, other than those specifically named in Section 13 below, shall be elected by the governing body of the City; provided; however, the director holding place 1 shall always be the Chief of Staff of Northeast Alabama Regional Medical Center which shall be selected in accordance with the Medical Staff Bylaws of Northeast Alabama Regional Medical Center but elected as a director by the governing body of the City.

(8) Those directors that are to hold places numbered 9 and 10, other than those specifically named in Section 13 below, shall be elected by the governing body of Calhoun County, Alabama.

(9) Those directors that are to hold places numbered 11 and 12, other than those specifically named in Section 13 below, shall be elected by the governing body of the City of Oxford, Alabama.

(10) Those directors that are to hold places numbered 13 and 14, other than those specifically named in Section 13 below, shall be elected by the governing body of the City of Jacksonville, Alabama.

(11) The director to hold place numbered 15, other than the one specifically named in Section 13 below, shall be elected annually by the medical staff of Northeast Alabama Regional Medical Center.

(12) The term of office of each director, other than one elected to fill a vacancy resulting from the death, resignation, incapacity or disqualification of a director then in office or other vacation of office by such a director, shall (subject to the provisions of Section 13 below) be five years. If any director should die, resign, become incapable of acting (or disqualified to act) as a director of the corporation or otherwise vacate his or her office as such prior to the date of ending of his or her then current term of office, a successor shall be elected by the body who appointed the original director to serve for the unexpired term. All directors shall be eligible to serve until his/her replacement is duly appointed.

(13) The initial board of directors of the corporation shall consist of the following 15 persons who are currently serving as directors of Regional Medical Center Board, and who shall serve as directors of the corporation for the respective terms hereafter specified, viz.:

| <u>Place No.</u> | <u>Name of Director</u> | <u>Date of Ending of Current Term</u> |
|----------------------|---------------------------------------|-----------------------------------------------|
| 1 | Gordon Hardy, M.D., Chief of Staff | 09/30/2016 |
| 2 | Ellen Bass | 05/31/2022 |
| 3 | George Crawford, M.D. | 05/31/2020 |
| 4 | Brian L. Johnson | 05/31/2020 |
| 5 | Bud Owsley | 05/31/2021 |
| 6 | Jimmie Thompson, III | 05/31/2019 |
| 7 | Paula Watkins | 05/31/2019 |
| 8 | Fred Wilson | 05/31/2018 |
| 9 | Trudy Hardegree | 05/31/2018 |
| 10 | Arthur Fite, III | 05/06/2022 |
| 11 | Billy D. Grizzard | 05/31/2020 |
| 12 | Bill Williams | 05/31/2018 |
| 13 | James E. Roberts | 05/31/2018 |
| 14 | Sandra F. Sudduth | 05/31/2022 |
| 15 | Blane Bateman, M.D. | 09/30/2016 |

(14) The corporation shall comply with the following procedures with respect to the appointment of directors by the City, and the governing bodies of Calhoun County, Alabama, the City of Oxford, Alabama and the City of Jacksonville, Alabama (with the City, each an "Appointing Authority").

(a) On or before sixty (60) days prior to the expiration of the then current term of a director, or promptly after a vacancy is caused by death, resignation, incapacity, disqualification or other vacation of office by a

director, the corporation, by written resolution of its directors, shall submit in writing a slate of three (3) candidates for each vacancy for consideration by the applicable Appointing Authority (the "First Slate"). Within sixty (60) days following its receipt of the First Slate, the applicable Appointing Authority shall make a decision on appointment.

(b) Should none of the candidates in the First Slate prove to be acceptable to the applicable Appointing Authority, such Appointing Authority shall notify the corporation in writing. Upon receipt of such notice, the corporation, by written resolution of its directors, will submit three (3) different names for each vacancy for consideration by the applicable Appointing Authority (the "Second Slate"). The Second Slate shall be submitted by the corporation to the applicable Appointing Authority within sixty (60) days following the corporation's receipt of notice that the candidates in the First Slate are not acceptable.

(c) Should none of the candidates in the Second Slate prove to be acceptable to the applicable Appointing Authority, the Appointing Authority shall fill the director position in its sole discretion.

(15) Upon any dissolution of the corporation, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, be decided by the mutual agreement of the governing body of the City and the corporation. If such agreement is not reached within one hundred and twenty (120) days following the date of dissolution of the corporation, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, thereupon vest in accordance with Alabama law in effect as of the Effective Date of the Agreement referenced below in paragraph 17.

(16) The corporation shall be a public, non-profit corporation, and no part of the net earnings thereof shall inure to any individual or private corporation.

(17) The corporation hereby approves that certain Agreement between the City and RMCB (i.e., the corporation) dated the ____ day, of _____, 2016, which is incorporated herein by reference (the "Agreement"). The Chairman of the Directors and Secretary of RMCB are hereby authorized to sign the Agreement on behalf of RMCB. The Agreement is incorporated herein by reference.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures, in their respective official capacities hereunder noted, this 9th day of August, 2016.



As Chairman of the Board of Directors of
REGIONAL MEDICAL CENTER BOARD



As Secretary of
**REGIONAL MEDICAL CENTER
BOARD**

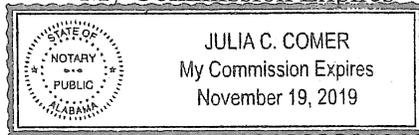
STATE OF ALABAMA)
 :
CALHOUN COUNTY)

The undersigned, a Notary Public in and for said county in said state, hereby certifies that Billy D. Grizzard, whose name as Chairman of the Board of Directors of REGIONAL MEDICAL CENTER BOARD is signed to the foregoing Certificate of Reincorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Reincorporation, he executed the same voluntarily.

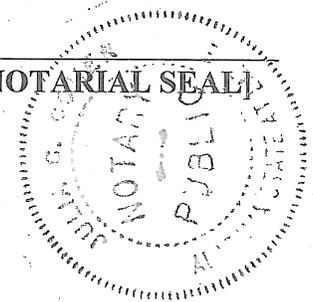
GIVEN under my hand and official seal of office, this 9th day of August, 2016.

Julia C. Comer
Notary Public

My Commission Expires



[NOTARIAL SEAL]



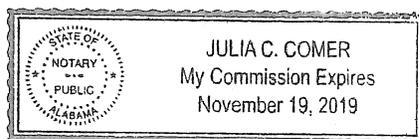
STATE OF ALABAMA)
 :
CALHOUN COUNTY)

The undersigned, a Notary Public in and for said County in said state, hereby certifies that Jimmie Thompson, III, whose name as Secretary of REGIONAL MEDICAL CENTER BOARD is signed to the foregoing certificate of Reincorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Reincorporation, he executed the same voluntarily.

GIVEN under my hand and official seal of office, this 9th day of August, 2016.

Julia C. Comer
Notary Public

My Commission Expires



[NOTARIAL SEAL]



**AGREEMENT BETWEEN REGIONAL MEDICAL CENTER BOARD and THE CITY OF
ANNISTON, ALABAMA**

EXHIBIT B

TYLER PARK PROPERTY LEGAL DESCRIPTION

[Legal Description to be Inserted once Land Survey Complete]

**AGREEMENT BETWEEN REGIONAL MEDICAL CENTER BOARD and THE CITY OF
ANNISTON, ALABAMA**

EXHIBIT C

TYLER PARK PROPERTY DEED

[on following page]

This instrument was prepared by:
Norman M. Orr
Burr & Forman LLP
420 North 20th Street, Suite 3400
Birmingham, Alabama 35203

Send Tax Notice to:
The Health Care Authority of the City of
Anniston
400 E. 10th Street
Anniston, Alabama 36207

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

COUNTY OF CALHOUN)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned grantor, **THE CITY OF ANNISTON, ALABAMA**, an Alabama municipality, whose address is 1128 Gurnee Avenue, Anniston, Alabama 36201 ("Grantor"), in hand paid by **THE HEALTH CARE AUTHORITY OF THE CITY OF ANNISTON**, an Alabama health care authority, whose address is 400 E. 10th Street, Anniston, Alabama 36207 ("Grantee"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee that certain parcel of real estate situated in Calhoun County, Alabama, being more particularly described as follows:

(see **Exhibit A**)

(the "Property").

Subject, however, to those matters set forth on **Exhibit B**.

Subject further to the following:

1. The Property shall only be used for the provision of health care services (which may include facilities for the housing of elderly persons) or for incidental uses that support health care services and the related operations of Grantee, including, by way of example only, a parking lot for patients, visitors and staff of the Grantee (the "Permitted Uses").
2. Grantee may not Transfer the Property without the prior written consent of the Grantor, and any Transfer without such consent shall be null and void by operation of law. If the Property is Transferred with the consent of the Grantor, all proceeds from such Transfer shall be paid one hundred percent (100%) to the Grantor and such transfer shall be subject to the provisions of this instrument. The terms "Transfer" or "Transferred" shall refer to any means by which Grantee, its subsidiaries and/or affiliates, may divest itself or be divested of record or beneficial ownership of all or any part of the Property, including, without limitation, divestment by sale, disposition, conveyance, merger, lease, assignment, exchange, gift, or change of control by operation of law or otherwise.
3. In the event the Property is used for a purpose other than the Permitted Uses or there is an attempt to Transfer the Property without the written consent of the Grantor, the Grantor shall have the right to send a notice of such default to Grantee, which notice shall contain a description of the default.

Grantee shall then have thirty (30) days after receipt of such notice to correct and cure said default. In the event that Grantee shall fail or refuse to correct and cure said default within the aforesaid 30-day period, the Grantor, at its option, shall have the right but not the obligation to declare a reversion of the Property. In the event the Grantor elects to declare a reversion, Grantee shall remove all encumbrances on the Property and the Property shall forthwith be deemed re-conveyed to the Grantor and Grantee shall have no further right, title or interest in, to or under the Property and all interests therein shall revert to the Grantor. Upon the request of the Grantor, Grantee shall execute and deliver or cause to be executed and delivered to the Grantor, such other additional documents or instruments, and take or cause to be taken such other or additional action, as may be required or reasonably requested by the Grantor in order to more effectively carry out and confirm the re-conveyance of the Property to the Grantor, including without limitation, the execution and delivery of quitclaim deeds re-conveying all of Grantee's right, title and interest in, to and under the Property to the Grantor. Notwithstanding the foregoing sentence, upon Grantor declaring a reversion of the Property, evidenced by execution of recorded document by Grantor, Grantee shall automatically have no further right, title or interest in, to or under the Property and all interests therein shall automatically revert to the Grantor.

4. The provisions hereof shall run with the land and shall be binding upon and shall inure to the benefit of Grantor and Grantee, their respective heirs, successors, assigns and legal representatives.

TO HAVE AND TO HOLD unto the said Grantee, Grantee's successors and assigns forever, subject to the foregoing.

[Signatures appear on the next page]

IN WITNESS WHEREOF, Grantor has caused this Deed to be properly executed as of the date set forth below to be effective as of the _____ day of _____, _____.

GRANTOR:

THE CITY OF ANNISTON, ALABAMA

By: _____

Printed Name: _____

Its: Mayor of The City of Anniston

ATTEST:

Title: City Clerk of The City of Anniston

STATE OF ALABAMA)

COUNTY OF CALHOUN)

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, and _____, whose names as Mayor and City Clerk, respectively, both of The City of Anniston, Alabama, an Alabama municipality, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand and official seal this _____ day of _____, _____.

[NOTARY SEAL]

Notary Public
My Commission Expires: _____

Exhibit A

(legal description to be attached)

Exhibit B

(exceptions to be attached)

RESOLUTIONS

RESOLUTION NO. 16-R - ____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT REGARDING DONATION OF PROPERTY

WHEREAS, the Branch Banking and Trust Company (“BB&T”) is the owner of certain real and personal property located at the physical address of 1200 Noble Street, Anniston, Alabama 36201 and described more particularly below (referred to herein as the “Property”);

WHEREAS, BB&T desires to donate the Property to the City of Anniston in accordance with the terms and conditions set forth in the attached Agreement Regarding Donation of Property, attached hereto as Exhibit A, with the closing to occur no later than September 7, 2016;

WHEREAS, the City Council believes that the City’s acquisition of the Property will serve the public’s best interests and will promote the health, wealth and development of the City;

WHEREAS, the City Council finds that the terms and conditions for the acquisition of the Property are fair and appropriate and the Council desires to agree to the same;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anniston, Alabama that the City Manager is authorized and directed to execute by and on behalf of the City of Anniston an Agreement Regarding Donation of Property in the substantial form of the agreement attached hereto as Exhibit A, with the closing to take place no later than September 7, 2016, and to take all other actions necessary or convenient to the acquisition of the real property, described as “Lots 5 & 6, Block 134, Anniston City Land Company, as recorded in Plat Book A, at Pages 412-416, in the Probate Office of Calhoun County, Alabama; also the Eastern 120 feet of the alley running East and West Between Lot 4 and Lot 5, Block 134; said Anniston City Land Company.”

PASSED AND ADOPTED this the ____ day of September, 2016.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Vaughn M. Stewart II, Mayor

Jay W. Jenkins, Council Member

David E. Reddick, Council Member

Seyram Selase, Council Member

Millie Harris, Council Member

ATTEST:

Alan B. Atkinson, City Clerk

AGREEMENT REGARDING DONATION OF PROPERTY

THIS AGREEMENT REGARDING DONATION OF PROPERTY (“**Agreement**”) is made and entered into as of August __, 2016, by and between **Branch Banking And Trust Company** (“**Donor**”) and **The City of Anniston, Alabama** (“**Recipient**”), with reference to the following facts:

Recitals:

A. Donor owns the Property (as defined below).

B. Recipient desires to acquire the Property.

C. Donor is willing to donate the Property to Recipient, and Recipient is willing to accept the conveyance of the Property from Donor, on the terms and conditions set forth herein.

NOW THEREFORE, Recipient and Donor agree as follows:

1. Donation:

1.1 Upon and subject to the terms and conditions set forth in this Agreement, Donor agrees to donate to Recipient and Recipient agrees to accept from Donor the Property, together with all easements, hereditaments, entitlements (to the extent transferable) and appurtenances thereto. As used herein, (a) “**Property**” means collectively, (i) the Real Property, (ii) the Improvements, and (iii) the Personal Property; (b) “**Personal Property**” means the equipment, furniture and fixtures and other personal property, if any, which are actually owned by Donor and located on the Real Property; (C) “**Improvements**” means all improvements and fixtures situated on the Real Property; and (d) “**Real Property**” means that certain real property located in Calhoun County, Alabama, and more particularly described in **Exhibit A** attached hereto.

1.2 The Closing Date (“**Closing Date**”) will be August 31, 2016 and is the last date on which the Closing/Close of Escrow can occur. Closing and Close of Escrow are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the deed is recorded in the official records of the county in which the Property is located.

2. **Escrow:** Within **2 days** after the execution of this Agreement, Recipient and Donor will open an escrow (the “**Escrow**”) with the Escrow Holder by delivering to Escrow Holder a fully executed copy of this Agreement (the “**Opening of Escrow**”). The donation of the Property will be completed through the Escrow. Recipient and Donor agree to execute any additional instructions reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern. The Escrow Holder (“**Escrow Holder**”) is Wilson, Dillon, Pumroy & James, L.L.C.

3. Deliveries to Escrow Holder:

3.1 By Donor. On or prior to the Closing Date, Donor will deliver or cause to be delivered to Escrow Holder the following items:

(a) A Statutory Warranty Deed ("**Deed**"), in the form attached to this Agreement as **Exhibit B**, duly executed and acknowledged by Donor and in recordable form, conveying the Property to Recipient, together with a real estate sales validation form confirming the value of the Property in an amount equal to \$1.00.

(b) An executed bill of sale ("**Bill of Sale**") in the form attached to this Agreement as **Exhibit C**.

3.2 By Recipient and Donor. Recipient and Donor will each deposit such other instruments consistent with this Agreement as are reasonably required by Escrow Holder or otherwise required to close escrow. In addition Donor and Recipient hereby designate Escrow Holder as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

4. **Condition of Title:** At the Close of Escrow, any and all title to the Property held by Donor will be conveyed to Recipient by the Deed. Without limiting the statutory warranty nature of the Deed, the conveyance will be expressly subject to the following matters ("**Permitted Exceptions**"):

- (a) any liens for real property taxes and assessments;
- (b) all matters of record and off-record affecting the Property;
- (c) matters affecting the condition of title to the Property created by or with the written consent of Recipient; and
- (d) any matters which would be shown by an inspection, a survey of the Property or by inquiry of persons in possession of the Property.

The parties agree that (i) Donor makes no express or implied warranties regarding the condition of title to the Property, and (ii) Recipient shall rely on the Title Policy (as defined below), if any, for protection against any title defects. Without limiting the foregoing in any manner, Recipient acknowledges and agrees that prior occupants of the Property may have left behind personal property at the Property when vacating the Property. Donor makes no claim, warranty or covenant as to the ownership of any such personal property or any rights of any owners or interest holders with respect thereto.

5. Conditions to the Close of Escrow:

5.1 Conditions Precedent to Recipient's Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below:

(a) Inspections and Studies. By the end of the Due Diligence Period, Recipient must approve and/or accept the condition of the Property. If Recipient fails to so notify Donor of its disapproval, Recipient will be deemed to have **accepted** the condition of the Property and all matters relating to the Property as referenced in Section 6.1.

(b) Donor's Deliveries. Donor will have delivered the items described in Section 3.1.

(c) Representations, Warranties and Covenants of Donor. Donor will have duly performed each and every agreement to be performed by Donor hereunder and Donor's express representations and warranties set forth in this Agreement will be true and correct as of the Closing Date.

The conditions set forth in this Section 5.1 are solely for the benefit of Recipient and may be waived only by Recipient. At all times Recipient has the right to waive any condition for the benefit of Recipient. Recipient's sole remedy with respect to any breach by Donor hereunder will be to terminate this Agreement.

5.2 Conditions Precedent to Donor's Obligations. The Close of Escrow and Donor's obligations with respect to this transaction are subject to the following conditions precedent: (a) Recipient's delivery to Escrow Holder on or before the Closing Date, of the items, if any, described in Section 3.2, and (b) Recipient having duly performed each and every agreement to be performed by Recipient hereunder, and Recipient's representations, warranties and covenants set forth in this Agreement, continuing to be true and correct as of the Closing Date. The conditions set forth in this Paragraph 5.2 are solely for the benefit of Donor and may be waived only by Donor, with such waiver to be in writing to Recipient. Donor's sole remedy with respect to any breach by Recipient hereunder will be to terminate this Agreement.

6. Due Diligence Period:

6.1 Matters To Be Reviewed. Recipient has already commenced its due diligence investigation of the Property prior to the execution of this Agreement and Recipient must complete its due diligence and approve the following matters within the period commencing on the date of this agreement and expiring on August 31, 2016 ("**Due Diligence Period**"):

(a) the physical condition of the Property, including without limitation:

(i) all information relating to existing or continuing environmental conditions, including but not limited to any information included or which could be included in now existing or hereafter obtained or prepared Phase I and/or Phase II Environmental Assessment Reports (collectively, the "**Environmental Reports**"),

(ii) soil, seismic, hydrological, geological and topographical conditions,

(iii) whether or not the Property is located in a Special Flood Hazard Area,

(iv) the status of the Property with respect to hazardous and toxic materials,

(v) the existence of asbestos, mold, mildew, bacteria, virus or other materials that could or could become toxic, hazardous or harmful to property or person,

(vi) the structural integrity of the Property,

(vii) any other condition or matter disclaimed or described in Section 7 below,

(viii) compliance of the Property with all applicable laws, including without limitation zoning laws, building codes, Environmental Laws (defined below), and any mitigation, remediation, permits and/or other approvals that the Alabama Department of Environmental Management ("ADEM") or other federal, state and/or local governmental authorities with jurisdiction over the Property may require in order for the Property and any proposed use thereof to comply with such applicable laws, including Environmental Laws.

(b) all private restrictions applicable to the Property, including without limitation, declarations of covenants, conditions and restrictions, reciprocal easement and operating agreements;

(c) all licenses, permits, improvement agreements, and any and all other governmental approvals and/or authorizations relating to the Property;

(d) any and all other matters concerning the current and future use, feasibility or value, or governmental permissions or entitlements pertaining to the Property, or any other matter or circumstance relevant to Recipient in its discretion concerning the Property and its uses.

Donor will allow Recipient and/or its agents access to the Property during the Due Diligence Period to perform any and all investigations and inspections desired by Recipient (provided that any entry will be subject to the provisions of Section 16);

6.2 Notice of Objections. If Recipient fails to notify Donor in writing of any objections to the matters set forth in paragraphs (a) through (d) of Section 6.1 within the Due Diligence Period, Recipient will be deemed to have approved matters referred to therein or otherwise deemed relevant to Recipient in respect of the Property. If Recipient disapproves any matters hereunder, then Recipient's sole option will be to elect to terminate this Agreement. If Recipient does not elect to terminate this Agreement, Recipient will be deemed to have waived its objections, and Recipient will be deemed to have elected to **proceed** with this transaction.

6.3 Title. Recipient shall be entitled to obtain, at its option and sole cost and expense, a title report for the Property and/or a commitment to obtain a title policy. Recipient will have the Due Diligence Period within which to complete its review of title matters and matters referred to in Section 4 and to notify Donor in writing of Recipient's approval or disapproval of title. If Recipient fails to notify Donor of any such defects, title shall be deemed accepted. If

Recipient timely notifies Donor of specific defects within the Due Diligence Period, then Recipient will have the option to elect, as its sole remedy, to:

- (a) proceed with the donation and acquire the Property subject to such exceptions; or
- (b) terminate this Agreement.

If Recipient does not give Donor notice of its election within the Due Diligence Period, Recipient will be deemed to have elected to proceed with this transaction.

7. Property "As-Is":

7.1 NO SIDE AGREEMENTS OR REPRESENTATIONS: AS-IS TRANSACTION. RECIPIENT REPRESENTS, WARRANTS AND COVENANTS TO DONOR THAT RECIPIENT WILL, DURING THE DUE DILIGENCE PERIOD, INDEPENDENTLY AND PERSONALLY INSPECT THE PROPERTY AND IMPROVEMENTS, IF ANY, AND THAT RECIPIENT HAS ENTERED INTO THIS AGREEMENT BASED UPON ITS RIGHTS AND INTENTIONS TO MAKE SUCH PERSONAL EXAMINATION AND INSPECTION. RECIPIENT AGREES THAT RECIPIENT WILL ACCEPT THE PROPERTY, IN ITS THEN CONDITION **AS-IS AND WITH ALL ITS FAULTS**. NO PERSON ACTING ON BEHALF OF DONOR IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF, RECIPIENT ACKNOWLEDGES AND AGREES THAT, DONOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO:

- (a) THE VALUE OF THE PROPERTY;
- (b) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH RECIPIENT MAY CONDUCT THEREON;
- (c) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY;
- (d) THE TITLE TO ANY PERSONAL PROPERTY LOCATED WITHIN OR INCLUDED AS A PART OF THE PROPERTY. RECIPIENT ACKNOWLEDGES AND AGREES THAT PRIOR OCCUPANTS OF THE PROPERTY MAY HAVE LEFT BEHIND PERSONAL PROPERTY AT THE PROPERTY WHEN VACATING THE PROPERTY AND THE TITLE TO ANY SUCH PERSONAL PROPERTY IS SUBJECT TO ANY AND ALL RIGHTS OF ANY OWNERS OR INTEREST HOLDERS WITH RESPECT THERETO;
- (e) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY;

(f) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY;

(g) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY;

(h) THE MANNER, CONDITION OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY;

(i) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, THE ENDANGERED SPECIES ACT, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990 OR ANY OTHER LAW, RULE OR REGULATION GOVERNING ACCESS BY DISABLED PERSONS, HEALTH & SAFETY CODE, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C. F. R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCES CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING;

(j) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY;

(k) THE CONTENT, COMPLETENESS OR ACCURACY OF THE DUE DILIGENCE MATERIALS, INCLUDING ANY INFORMATIONAL PACKAGE, COST TO COMPLETE ESTIMATE OR OTHER MATERIALS PREPARED BY DONOR;

(l) THE CONFORMITY OF ANY IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR MAY BE PROVIDED TO RECIPIENT;

(m) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS;

(n) DEFICIENCY OF ANY UNDERSHORING;

(o) DEFICIENCY OF ANY DRAINAGE;

(p) WITH RESPECT TO ANY OTHER MATTER CONCERNING THE PROPERTY EXCEPT AS MAY BE OTHERWISE EXPRESSLY STATED HEREIN, INCLUDING ANY AND ALL SUCH MATTERS REFERENCED, DISCUSSED OR DISCLOSED IN ANY DOCUMENTS DELIVERED BY DONOR TO RECIPIENT, IN ANY

PUBLIC RECORDS OF ANY GOVERNMENTAL AGENCY OR ENTITY OR UTILITY COMPANY, OR IN ANY OTHER DOCUMENTS AVAILABLE TO RECIPIENT.

RECIPIENT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, RECIPIENT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY DONOR. RECIPIENT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO RECIPIENT OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF DONOR WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT DONOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN. RECIPIENT AGREES TO FULLY AND IRREVOCABLY RELEASE ALL SUCH SOURCES OF INFORMATION AND PREPARERS OF INFORMATION AND DOCUMENTATION TO THE EXTENT SUCH SOURCES OR PREPARERS ARE DONOR, OR THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS FROM ANY AND ALL CLAIMS THAT THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SUCH SOURCES AND PREPARERS OF INFORMATION FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM SUCH INFORMATION OR DOCUMENTATION. DONOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY OF THE FOREGOING ENTITIES AND INDIVIDUALS OR ANY OTHER INDIVIDUAL OR ENTITY. RECIPIENT FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT DONOR HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN.

7.2 RELEASE. RECIPIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER RECIPIENT HEREBY FULLY RELEASES DONOR AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS, AND ALL PERSONS, FIRMS, CORPORATIONS AND ORGANIZATIONS ACTING ON THEIR BEHALF, FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST DONOR OR ANY OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS, AND ALL PERSONS, FIRMS, CORPORATIONS AND ORGANIZATIONS ACTING ON THEIR BEHALF FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSES, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY

CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, LATENT OR OTHERWISE, GEOTECHNICAL AND SEISMIC, AFFECTING THE PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, (1) THE PRESENCE OF ANY HAZARDOUS OR TOXIC SUBSTANCES ON THE PROPERTY AND (2) THE ITEMS DESCRIBED IN SECTION 6 ABOVE.

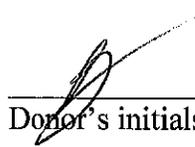
FOR THE PURPOSES OF THIS AGREEMENT, THE FOLLOWING TERMS HAVE THE FOLLOWING MEANINGS:

(a) **“ENVIRONMENTAL LAW”** MEANS ANY LAW, STATUTE, ORDINANCE OR REGULATION PERTAINING TO HEALTH, INDUSTRIAL HYGIENE OR THE ENVIRONMENT INCLUDING, WITHOUT LIMITATION **CERCLA** (COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980) AND **RCRA** (RESOURCES CONSERVATION AND RECOVERY ACT OF 1976)

(b) **“HAZARDOUS SUBSTANCE”** MEANS ANY SUBSTANCE, MATERIAL OR WASTE WHICH IS OR BECOMES DESIGNATED, CLASSIFIED OR REGULATED AS BEING “TOXIC” OR “HAZARDOUS” OR A “POLLUTANT” OR WHICH IS OR BECOMES SIMILARLY DESIGNATED, CLASSIFIED OR REGULATED, UNDER ANY ENVIRONMENTAL LAW, INCLUDING ASBESTOS, MOLD, PETROLEUM AND PETROLEUM PRODUCTS.

THIS RELEASE INCLUDES CLAIMS OF WHICH RECIPIENT IS PRESENTLY AWARE, PRESENTLY UNAWARE OR WHICH RECIPIENT DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY RECIPIENT, WOULD MATERIALLY AFFECT RECIPIENT’S RELEASE TO DONOR.

Recipient’s initials



Donor’s initials

7.3 Survival. The provisions of this Section 7 will survive the Close of Escrow.

8. **Title Insurance:** Recipient shall pay the premium for any title policy (if applicable, the "Title Policy"), including the cost of all endorsements. Recipient’s election to obtain an extended coverage policy will not delay the Closing and Recipient’s inability to obtain an extended coverage policy or any endorsements will not be deemed to be a failure of any condition to Closing.

9. **Costs and Expenses:** Recipient will pay:

- (a) all city and county documentary transfer taxes;
- (b) all document recording charges;

- (c) all escrow fees and costs;
- (d) the entire cost of any Title Policy, the cost of any required survey and, the cost of any endorsements required by Recipient; and
- (e) any and all other closing costs, except that Recipient and Donor will each pay all legal and professional fees and fees of other consultants incurred by Recipient and Donor, respectively.

10. **Prorations:** There will be no proration of any rents, real property taxes, water, sewer, and utility charges, or any other expenses of the property. Donor will notify all utility companies servicing the Property of the sale of the Property to Recipient and will request that such companies send Donor a final bill for the period ending on the last day before the Close of Escrow. Recipient will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Recipient.

11. **Duties of Escrow Holder:** At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

11.1 Recording. Cause the Deed to be recorded with the Judge of Probate of Calhoun County, Alabama, and obtain conformed copies thereof for distribution to Recipient and Donor.

11.2 Title Policy. Direct the Title Company to issue any Title Policy to Recipient.

11.3 Delivery of Documents to Recipient or Donor. Deliver to Recipient any other documents (or copies thereof) deposited into Escrow by Donor. Deliver to Donor any other documents (or copies thereof) deposited into Escrow by Recipient.

12. **Joint Representations and Warranties:** In addition to any express agreements of the parties contained herein, the following constitute representations and warranties of the parties each to the other:

12.1 Authority. Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate this transaction.

12.2 Actions. All requisite action has been taken by each party in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

12.3 Due Execution. The individuals executing this Agreement and the instruments referenced herein on behalf of each party and the partners, officers or trustees of each party, if any, have the legal power, right, and actual authority to bind each party to the terms and conditions of those documents.

12.4 Valid and Binding. This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency,

reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

13. **Damage and Destruction:** If prior to the Close of Escrow, there occurs any damage to any part of the Improvements by earthquake, flood, landslide, fire or other casualty, Donor shall have no obligation to Recipient under this Agreement to repair any such damage or destruction to the Improvements and this Agreement shall continue to be in full force and effect.

14. **Release/Hold Harmless:** Recipient shall release and hold Donor harmless for, from and against any and all claims, demands, liabilities, costs, damages and losses, cause or causes of action and suit or suits of any nature whatsoever arising out of (a) the ownership and/or operation of the Property by Recipient or any affiliate of Recipient after the Closing Date, (b) the physical condition of the Property, including, without limitation, any conditions which existed prior to the Closing Date, or (c) any misrepresentation or breach of warranty or covenant by Recipient in this Agreement. The provisions of this Section 14 will survive the Close of Escrow.

15. **Notices:** All notices or other communications required or permitted hereunder must be in writing, and must be personally delivered (including by a professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All notices will be deemed received on the date delivered as shown on the receipt. Notices will be sent as follows to:

Donor:

**BRANCH BANKING AND TRUST
COMPANY**
c/o Branch Banking and Trust Co
1522 Gross Road
Attention : Mr. Randall Jenkins
Mesquite, Texas 75149

Recipient:

The City of Anniston, Alabama
c/o Kent Davis
Director of Economic Development and
External Affairs
City of Anniston
1128 Gurnee Avenue
Anniston, AL 36201

Escrow Holder:

Jay F. Pumroy
Wilson, Dillon, Pumroy & James, L.L.C.
1431 Leighton Avenue (36207)
Post Office Box 2333
Anniston, Alabama 36202
T- (256) 236-4222
F- (256) 236-4262
jfp@wdpj-atty.com

16. **Entry:** Recipient and Recipient's representatives, agents and designees will have the right, at reasonable times and upon reasonable notice to Donor, (which notice must describe the scope of the planned testing and investigations) to enter upon the Property, in connection with Recipient's proposed acquisition of the Property. However, Recipient agrees that:

- (a) all tests and investigations will be at Recipient's sole cost and expense;
- (b) the persons or entities performing such tests and investigations will be properly licensed and qualified and will have obtained all appropriate permits therefor;
- (c) Donor will have the right of approval (which will not be unreasonably withheld or delayed) of any proposed physical testing or drilling;
- (d) Recipient will advise Donor in advance of the dates of all tests and investigations and will schedule all tests and investigations during normal business hours whenever feasible unless otherwise requested by Donor;
- (e) Donor will have the right to have a representative of Donor accompany Recipient and Recipient's representatives, agents or designees while they are on the Property;
- (f) any entry by Recipient, its representative, agents or designees will not interfere with Donor's use of the Property;
- (g) Recipient will release and hold Donor harmless for, from and against any and all claims, damages, costs, liabilities and losses (including mechanics' liens) arising out of any entry by Recipient or its agents, designees or representatives; the foregoing release and hold harmless provision will survive the Closing or any earlier termination of this Agreement; and
- (h) Recipient will restore the Property at Recipient's sole cost and expense if this transaction does not close. Until restoration is complete, Recipient will take all steps necessary to ensure that any conditions on the Property created by Recipient's testing will not interfere with the normal operation of the Property or create any dangerous, unhealthy, unsightly or noisy conditions on the Property.
- (i) Prior to any entry involving physical testing, drilling or other physical disturbance, Recipient will obtain, maintain and provide Donor, or shall cause any consultant, contractor or other person entering the Property to obtain, maintain and provide Donor, with proof of comprehensive general liability insurance in the amount of at least \$1,000,000.00 combined, single limit coverage, naming Donor as an additional insured and with coverages reasonably satisfactory to Donor.

17. **Assignment:** Recipient will not assign this Agreement without obtaining Donor's prior written consent, which consent may be withheld by Donor in its sole and absolute discretion for any reason whatsoever. Any attempted assignment without Donor's prior written consent will, at Donor's option, be voidable and constitute a material breach of this Agreement. If Donor consents to an assignment, the assignment will not be effective against Donor until Recipient delivers to Donor a fully executed copy of the assignment instrument, which instrument must be satisfactory to Donor in both form and substance and pursuant to which the assignee assumes and agrees to perform for the benefit of Donor the obligations of Recipient under this Agreement, and pursuant to which the assignee makes the warranties and representations required of Recipient under this Agreement and such other representations and warranties as Donor may reasonably require. Any such assignment will not release Recipient from any of its obligations under this Agreement.

18. **Miscellaneous:**

18.1 Partial Invalidity. If any term or provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

18.2 Possession of the Property. Donor will deliver possession of the Property to Recipient upon the Close of Escrow, subject to the right of any tenants.

18.3 Waivers. No waiver of any breach of any covenant or provision 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 except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

18.4 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto.

18.5 Professional Fees. In the event of the bringing of any action, arbitration or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party will be entitled to have the recovery of and from the other party all costs and expenses of the action, arbitration or suit, actual attorneys' fees (including the allocated costs of in-house counsel), witness fees and any other professional fees resulting therefrom.

18.6 Entire Agreement. Integration of all prior agreements. This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the party to be charged. This Agreement supersedes all prior agreements between the parties hereto regarding the Property. This Agreement may be executed in counterparts.

18.7 Time of Essence. Donor and Recipient hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

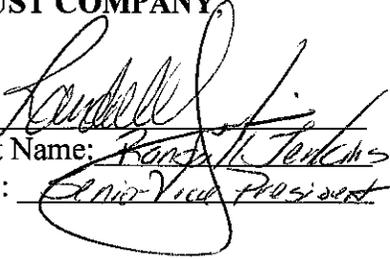
18.8 Construction; Governing Law. This Agreement has been prepared by Donor and its professional advisors and reviewed by Recipient and its professional advisers. Donor and Recipient and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either Recipient or Donor. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of sophisticated parties. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State in which the Property is located.

18.9 No Recordation. No memorandum or other document relating to this Agreement will be recorded without the prior written consent of Donor.

18.10 Survival. All obligations which by their terms do not arise until after the Close of Escrow and any other provisions of this Agreement, including without limitation, any releases of the parties contained herein, which by their terms survives the Close of Escrow, shall survive the Close of Escrow.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year hereinabove written.

“Donor”
BRANCH BANKING AND
TRUST COMPANY

By: 
Print Name: Randall L. Jenkins
Title: Chief Vice President

“Recipient”
The City of Anniston, Alabama

By: _____
Print Name: _____
Title: _____

NOTE: Section 7.2 must be initialed.

EXHIBIT A
TO
AGREEMENT REGARDING DONATION OF PROPERTY
LEGAL DESCRIPTION OF PROPERTY

Lots 5 & 6, Block 134, Anniston City Land Company as recorded in Plat Book A, at Pages 412-416, in the Probate Office of Calhoun County, Alabama.

ALSO: The Eastern 120 ft. of the alley running East and West between Lot 4 and Lot 5. Block 134; said Anniston City Land Company.

EXHIBIT B
TO
AGREEMENT REGARDING DONATION OF PROPERTY

FORM OF DEED

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <i>Prepared by and after recording return to:</i> | <i>Send Tax Notice to:</i> |
| <i>Damon P. Denney Burr & Forman LLP 420 North 20th Street Suite 3400 Birmingham, Alabama 35203 (205) 251-3000</i> | The City of Anniston, Alabama _____ _____ _____ |

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
)
COUNTY OF CALHOUN)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, **BRANCH BANKING AND TRUST COMPANY** (“Grantor”), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by **THE CITY OF ANNISTON, ALABAMA** (“Grantee”), whose mailing address is _____, and for other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain tract of real property located in Calhoun County, Alabama, as more particularly described on Exhibit A attached hereto, incorporated herein, and made a part hereof for all purposes, together with any and all rights and appurtenances thereto in any way belonging, and all of the improvements located thereon (said real property, together with said improvements, rights, and appurtenances, being herein collectively referred to as the “Property”).

TO HAVE AND TO HOLD the Property unto Grantee and Grantee’s respective heirs, executors, administrators, legal representatives, successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and

Grantee's respective heirs, executors, administrators, legal representatives, successors and assigns, against every person lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise; provided, that this conveyance and the warranty of Grantor herein contained are subject to (a) any lien for real property taxes and assessments; (b) all matters of record and off-record affecting the Property; (c) matters affecting the condition of title to the Property created by or with the written consent of Grantee; and (d) any matters which would be shown by an inspection, a survey of the Property or by inquiry of persons in possession of the Property.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature of any kind, whether statutory, express or implied, with respect to the physical condition of the Property (including, without limitation, any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS."

GRANTOR:

Signed, sealed and delivered
in the presence of

BRANCH BANKING AND TRUST COMPANY

By: _____
Printed Name: Randall R. Jenkins
Title: Senior Vice President

Unofficial Witness

STATE OF _____)

:ss.

COUNTY OF _____)

The undersigned, a Notary Public in and for said County in said State, hereby certifies that Randall R. Jenkins, whose name as Senior Vice President of **BRANCH BANKING AND TRUST COMPANY**, a corporation, is signed to the foregoing Statutory Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Statutory Warranty Deed, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date.

Given under my hand this ____ day of August, 2016.

Notary Public
My Commission Expires: _____

EXHIBIT A

Legal Description

Lots 5 & 6, Block 134, Anniston City Land Company as recorded in Plat Book A, at Pages 412-416, in the Probate Office of Calhoun County, Alabama.

ALSO: The Eastern 120 ft. of the alley running East and West between Lot 4 and Lot 5. Block 134; said Anniston City Land Company.

EXHIBIT C
TO
AGREEMENT REGARDING DONATION OF PROPERTY

FORM OF

**QUITCLAIM BILL OF SALE AND GENERAL ASSIGNMENT WITHOUT
WARRANTY**

STATE OF ALABAMA)
COUNTY OF CALHOUN)

For good and valuable consideration, the receipt of which is hereby acknowledged, **BRANCH BANKING AND TRUST COMPANY (“Donor”)** does hereby sell, transfer, and convey to: **The City of Anniston, Alabama (“Recipient”)**, all personal property of Donor, if any, located on and used in connection with the operation of any improvements on the real property located in the County of Calhoun, State of Alabama, as more particularly described on Exhibit A attached hereto.

DONOR EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE TO ANY ASSIGNED PROPERTY, AND ANY OTHER WARRANTIES OR REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF OR TITLE TO THE ASSIGNED PROPERTIES. RECIPIENT ACKNOWLEDGES AND AGREES THAT IT HAS INSPECTED THE ASSIGNED PROPERTIES AND ACCEPTS SAME IN THEIR PRESENT CONDITION, “AS IS” AND “WITH ALL FAULTS.”

Without limiting the foregoing in any manner, Recipient acknowledges and agrees that prior occupants of the Property may have left behind personal property at the Property when vacating the Property. Donor makes no claim, warranty or covenant as to the ownership of any such personal property or any rights of any owners or interest holders with respect thereto.

IN WITNESS WHEREOF, Donor has caused this Quitclaim Bill of Sale and General Assignment Without Warranty to be executed on this ____ day of August, 2016.

DONOR:

BRANCH BANKING AND TRUST COMPANY

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

Legal Description

Lots 5 & 6, Block 134, Anniston City Land Company as recorded in Plat Book A, at Pages 412-416, in the Probate Office of Calhoun County, Alabama.

ALSO: The Eastern 120 ft. of the alley running East and West between Lot 4 and Lot 5. Block 134; said Anniston City Land Company

RECOGNITIONS



Honorary Street Program

Application Form

1. **Policy**

- Criteria required for an honorary street name designation:
 - Honorary street name designations should be limited to individuals, organizations, entities, and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City.
 - The requested location for the honorary street designation must have a geographical relationship to the honoree i.e. honoree lived or worked at the location requested for recognition.
- Individuals or groups wishing to propose honorary street name designation will complete the application form and submit to the Office of the City Manager to be presented to Council for consideration. Individual letters of support are encouraged and should be attached to the application.
- If there is sufficient support within Council (three members) for the request, the City Manager will proceed with the request.
- The honorary street name designation will be for 10 years, then eligible for review and renewal.
- Honorary designations shall be limited to one block in length.
- It is the responsibility of the requestor to ask for a dedication ceremony with the Mayor and Council.
- There shall be only one honorary designation per location.
- Honorary designations shall be limited to four per year.

2. **Required Submittals:**

- This application form must be completed in its entirety and submitted to:

City of Anniston
Office of City Mayor
P.O. Box 2168
Anniston, Al 36201

Or via e-mail at: citymanager@anniston.al.gov

3. Applicant Information:

Applicant's name: Millie Harris

Organization/Company: City of Anniston Council Member Ward 4

Street Address: 1128 Gurnee Avenue, Anniston AL 36201

Telephone Number: 256-236-3422

E-mail Address: mharris@anniston.al.gov

4. Honorary Street Name Request:

Name of Honoree: Kenneth "Ken" Rollins

Location: 17th Street

Intersecting streets at each end of the one-block length:

Quintard Avenue and Leighton Avenue

5. Criteria:

Please provide a detailed explanation of the criteria that applies to the honoree.

- **Cultural Impact on the City:**

Mr. Rollins has increased awareness of an appreciation for military veterans in the local area.

- **Historical Impact on the City:**

Mr. Rollins served 8 years and 10 months in the US Army with two assignments in Vietnam and one in Germany. After an Honorable Discharge he moved back to Anniston and began working at the Anniston Army Depot where he retired with a combined time of 32 years service. In 1989 Mr. Rollins formed Vietnam Veterans of America, Chapter #502 and in 1990 was able to get the Birmingham Vietnam Veterans Chapter to loan him their "Moving" Wall to set up in Centennial Memorial Park.

- **Humanitarian Impact on the City:**

For the past 26 years, Mr. Rollins has coordinated the memorial ceremony every Memorial Day and Veterans Day and has organized 3 September 11 ceremonies and wrote legislation for the "Official" Memorials for Alabama Law Enforcement, Alabama Firefighters, Alabama Iraq Casualties and Alabama Afghanistan Casualties to be built in Centennial Memorial Park.

- **Significant Lineage to the City:**

6. Geographic Location:

Please provide a detailed explanation of the relationship between the requested honorary street location and the honoree's impact on the City.

The location of the Centennial Memorial Park is 17th Street & Quintard Avenue. Mr. Rollins has dedicated many years towards increased awareness of an appreciation for military veterans in the local area.

7. Funding Source for signage: (List Company name, address and contact information)

8. Signature of Applicant:

Millie Harris

09/01/2016

Signature

Date