



STATE HEALTH PLANNING AND DEVELOPMENT AGENCY


100 NORTH UNION STREET, SUITE 870
MONTGOMERY, ALABAMA 36104

MEMORANDUM

REVISED

DATE : June 6, 2025

TO: All Interested Parties

FROM: Emily T. Marsal 
Executive Director

SUBJECT: Reviewability Determination Request (RV2025-034)

The attached request for a reviewability determination has been received. Any affected person may file written comments regarding this request, per 410-1-7-.02 of the *Alabama Certificate of Need Program Rules and Regulations*, by June 27, 2025.

Pursuant to ALA. ADMIN. CODE r 410-1-3-.09, all documents to be filed with the Agency must be submitted to shpda.online@shpda.alabama.gov in PDF, text searchable format.

Enclosure: see attached

Loree J. Skelton, LLC
P.O. Box 26214
Birmingham, Alabama 35260
Office (205)790-1930 • loreeskelton@bellsouth.net • Fax (205)824-3721

May 5, 2025

Via Electronic Filing

shpda.online@shpda.alabama.gov

Ms. Emily T. Marsal, Executive Director
State Health Planning and Development Agency
100 North Union Street, Suite 870
Montgomery, Alabama 36104

Re: Request for Non-Reviewability Determination regarding continuous CON Authority
as Approved in CO2024-027 : Covenant Inpatient Care Center at Providence; SHPDA ID:
069-P2491; relating to CON 2694-HPC

Dear Ms. Marsal:

Please accept this submission by Saad Enterprises Inc., d/b/a Saad Hospice Services (hereinafter referred to as “Saad”) as a request for determination of non-reviewability (this “LNR Request”) regarding the status of CON 2694-HPC, SHPDA ID: 069-P2491 (the “CON”), for the 15-bed inpatient hospice located at 6801 Airport Blvd., Main Tower, 11th Floor North, Mobile, Alabama, 36608 and initially named Covenant Inpatient Care Center at Providence (the “Hospice”). Specifically, Saad requests a determination, consistent with the State Health Planning and Development Agency (“SHPDA”) regulations and historical guidance including SHPDA prior interpretation and application thereof, that the Hospice CON authority as issued is recognized as continuous and ongoing. As is evidenced herein, Saad submits that our continuing and diligent pursuit of efforts to re-commence inpatient hospice services as promptly as legally permissible are presented through extensive communications and filings with the Alabama Department of Public Health (“ADPH”) to obtain an active license for the Hospice. This letter is submitted pursuant to Section 22-21-263, Code of Alabama, 1975 and Al. admin. Code r. 410-1-7-.02. The purpose of the determination requested herein is to confirm Saad’s understanding that an additional Certificate of Need is not required in order to continue provision of the much-needed inpatient hospice services previously authorized at the Hospice and approved by SHPDA in CON 2694-HPC and as confirmed by the Change of Ownership (“CHOW”) approval issued by SHPDA on August 7, 2024.¹

¹ The CHOW approved the continued provision of inpatient-hospice services under the Hospice CON through a leasing arrangement between USA Health HCA Providence Hospital, LLC and Saad, whereby Saad would operate the hospice thereunder.

The facts necessitating Saad's request are based on a series of transactions related to the CON and its history in applying for new licensure for the Hospice by ADPH. Many of which are referenced herein with exhibits attached. Individual names in some instances are redacted, but available to SHPDA if needed. Specifically, Saad received information from ADPH in April of 2025, as Saad was proceeding with the re-licensure process for the Hospice following SHPDA's approval of the Change of Ownership, submitted by USA Health HCA Providence Hospital, LLC, to Saad. This information from ADPH questioned the current status of the Hospice CON. For further details, please review the following history and chronology of events giving rise to this request.

On December 31, 2014, CON 2694-HPC (the "CON") was issued to Covenant Hospice, Inc. d/b/a Covenant Hospice Inpatient & Palliative Care Center at Providence Hospital ("Covenant Hospice"), which was approved "to establish a fifteen (15) bed, hospice-based inpatient hospital facility with the support of Providence Hospital."

As confirmed by ADPH, Covenant Hospice voluntarily closed the Hospice on November 27, 2023. See email from ADPH dated April 1, 2025, attached as **Exhibit A**. On or around January 1, 2024, USA Health entered into an agreement with Covenant Hospice whereby it would acquire ownership of the CON from Covenant Hospice. Pursuant to the Notice of Change of Ownership, CO2024-008, approved by SHPDA on April 25, 2024, USA Health acquired the CON from Covenant Hospice.

USA subsequently entered into agreements with Saad to lease and operate the Hospice. USA Health proceeded to file the required change of ownership ("CHOW") requests and submissions with SHPDA, in its ongoing efforts to continue the provision of these much needed-hospice services through a leasing arrangement with Saad. Such filings included a CHOW application filed with SHPDA by USA Health HCA Providence Hospital, LLC on July 12, 2024, with additional information submitted on July 16, 2024, requesting CHOW approval for Saad. On August 7, 2024, SHPDA approved the CHOW request. See CHOW submission to SHPDA and SHPDA approval of the leasing of the CON to Saad, attached as **Exhibit B**.

Saad then proceeded to pursue the Hospice licensure approval with the ADPH. Initially, upon inquiry in September of 2024, Saad was informed by ADPH that it needed to file a CHOW application with ADPH to initiate such licensure process. Additional documents were required for the CHOW submission and Saad and USA Health worked diligently and persistently to procure these documents to ensure completeness of the CHOW application upon filing with ADPH. Saad filed the CHOW application with ADPH on September 20, 2024. See ADPH CHOW application attached as **Exhibit C**. Follow up calls were made by Saad to ensure ADPH receipt of the CHOW application and required fees. Thereafter, based upon ongoing communications with ADPH, Saad submitted an "Amended CHOW Application" on October 10, 2024. See ADPH Amended CHOW application attached as **Exhibit D**. Following additional requests from ADPH to Saad, Saad submitted further requested documentation on October 15, 2024. See ADPH supplemental filing attached as **Exhibit E**.

Following this additional submission, Saad was then informed by ADPH on October 16, 2024, that it would need to instead submit an *initial* licensure application because ADPH had confirmed that the previously filed CHOW application would not suffice. **Exhibit F.**

On October 21, 2024, Saad submitted the requested Initial Licensure Application to ADPH. **Exhibit G.** As indicated throughout our filings, at all times during this process Saad maintained communications with ADPH and promptly responded to all inquiries and instructions given by ADPH. expeditiously obtain licensure approval.

At all times relevant to the ADPH licensure process for the inpatient hospice facility, Saad diligently pursued efforts to expedite the process and consistently attempted to move the process forward in an attempt to complete the licensure process as expeditiously as possible and to enable the re-commencement of the inpatient hospice services at the Hospice location, as previously provided by Covenant Hospice.

Once the initial licensure application was confirmed as received and under review by ADPH, Saad continued communications with the Technical Services Unit of ADPH to ensure completeness of the filings and to attempt to move the process forward as quickly as possible. Although Saad was not making substantive changes to the previously operated Covenant Inpatient Care Center's inpatient hospice facility, based on the "initial licensure" application process required by ADPH, Saad was informed by the Technical Services Unit that its architect would need to submit the floor plan with a letter outlining adherence to all the facility/unit specific physical plant requirements and other applicable requirements for *initial* inpatient hospice licensure. As a result, Saad and USA Health teams worked together to obtain needed blueprints of the unit, historical and current information about the unit and needed updates and/or repairs for the unit to adhere to all current applicable rules, regulations and code requirements. Once all pertinent information was obtained, Saad's architect, Hans D. Strauch, made the required supplemental submission to ADPH. **Exhibit H**

At all times throughout the ADPH licensure review, Saad's team was working within the Hospice unit to complete all requested changes and updates to ensure the unit was ready for further reviews and inspections from ADPH. Once all ADPH submissions were completed, Saad continued with follow up calls and communications with ADPH in an effort to ensure compliance and to request any and all efforts to expedite the licensure review process. The Life Safety Code Inspection took place and was approved during the week of January 13, 2025. Communications also continued with the ADPH plan reviewer for the Saad submission during the month of February. The ADPH reviewer responded with a list of questions and additional information requested on February 21, 2025. Thereafter, on March 14, 2025, Saad finally received the Certificate of Completion for the inpatient hospice, attached hereto as **Exhibit J.** As indicated in ADPH's letter, the unit could not resume services until approved by the ADPH Division of Provider Services. Saad then reached back out to ADPH's Division of Provider Services to follow up on its initial licensure application submitted on October 21, 2024, and with continued requests to expeditiously schedule the remaining required surveys and inspections. Thereafter, on March 19, 2025, Saad received an email from ADPH stating that Saad would need to submit an initial licensure application along with the required supporting documents, including the Certificate of Need and Certificate of Completion from Technical Services, before

a survey for final licensure could be scheduled. Upon Saad's notification of this request, on March 20, 2025, Saad resubmitted the initial licensure application previously filed on October 21, 2024, and included applicable updates related to that initial filing covering the time period since that original submission. See the resubmitted initial ADPH licensure application attached as **Exhibit L**. Saad also followed up with calls to ADPH to confirm receipt and whether any additional information would be needed by ADPH.

On April 1, 2025, Saad was informed by ADPH that the initial license application, submitted originally on October 21, 2024, should not be accepted and raised questions regarding the continuous CON authority of CON 2694-HPC. See ADPH email, **Exhibit A**. Subsequent to this correspondence, Saad contacted SHPDA for further discussions and requested additional information.

Following subsequent review and communications between Saad and USA Health, it was determined that the appropriate next step would be submission of this LNR Request, requesting confirmation that the continuing efforts by Saad with ADPH, seeking licensure approval of inpatient hospice services is evidence of Saad's intent to ensure the continued authority of the CON issued as acknowledged and approved by SHPDA in the approved CHOW issued on August 7, 2024. . The purpose of this LNR Request is to confirm Saad's understanding that an additional Certificate of Need is not required in order to continue the provision of the much needed inpatient hospice services as previously authorized and approved by SHPDA in CON-2694-HPC and confirmed by the CHOW approval issued for Saad on August 7, 2024. In demonstration of continuous and diligent efforts as evidenced by the foregoing timeline discussion, Saad has spent months, commencing in September of 2024, in the persistent, ongoing pursuit of licensure approval for the Hospice unit and to ensure that all requirements, updates, code compliance and readiness have been met as required by ADPH. Saad has had staff present in the inpatient hospice unit, awaiting final ADPH licensure inspection, and has at all times, following SHPDA's CHOW approval, engaged in continuous efforts in pursuit of ADPH licensure approval and readiness for continued provision of inpatient hospice services.

Saad has exerted diligent efforts to promptly respond to any requests by ADPH in conjunction with the processing of such application and has attempted to expedite ADPH's approval of the initial license application to the extent possible.

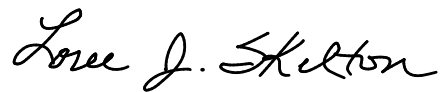
Accordingly, Saad hereby submits this LNR Request for SHPDA's review and determination to confirm that SHPDA recognizes the continuing certificate of need authority granted pursuant to CO2024-27; Covenant Inpatient Care Center at Providence; SHPDA ID: 069-P294, relating to CON 2694-HPC. Saad respectfully requests a determination that the ongoing efforts by SAAD, including the evidence of continuous and diligent pursuit of ADPH licensure approval as outlined and substantiated by Saad herein, evidence the intent and reliance thereon that the CON authority is continuing in full force and effect.

Accordingly, it is respectfully requested that SHPDA accept this LNR Request as evidencing continuous CON authority of CON 2694-HPC, and that SHPDA confirm the continued authorization in full force and effect of the Hospice CON as recognized and approved by SHPDA in CO2024-027.

Submission of the required filing fee of \$1,000.00, has been processed in compliance with Section 22-21-263, Code of Alabama, 1975 and Al. admin. Code r. 410-1-7-.02,(7),(8). Also attached is the required "Affirmation of the Requesting Party."

Thank you for your consideration and review of this matter. In the event any further information is needed, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in black ink that reads "Loree J. Skelton". The signature is written in a cursive, flowing style.

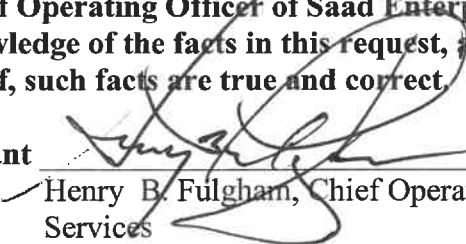
Loree J. Skelton
On behalf of Saad Enterprises, Inc.

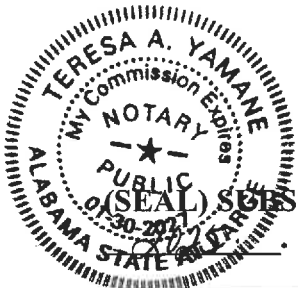
cc: Kristen Larremore (kristen.larremore@hklaw.com)
Chris Thompson (chris.thompson@hklaw.com)
Yanya O'Hara (ygothara@health.southalabama.edu)

Affirmation of Requesting Party:

The undersigned, being first duly sworn, hereby make oath or affirm he is the President Chief Operating Officer of Saad Enterprises, Inc., d/b/a Saad Hospice Services, and has knowledge of the facts in this request, and to the best of his information, knowledge and belief, such facts are true and correct.

Affiant


Henry B. Fulgham, Chief Operating Officer, Saad Enterprises, Inc. d/b/a Saad Hospice Services



(SEAL) SUBSCRIBED AND SWORN to before me this 5TH day of MAY, 2025.

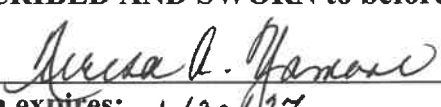

Teresa A. Yamane Notary Public
My commission expires: 1/30/27

Exhibit A

Email from ADPH dated April 1, 2025

From: @adph.state.al.us <@adph.state.al.us>

Sent: Tuesday, April 1, 2025 11:28 AM

To: loreeskelton@bellsouth.net

Cc: [REDACTED] <@saadhealthcare.com>; [REDACTED] <@saadhealth.email>; [REDACTED] <@saadhealthcare.com>; [REDACTED] <@gmail.com>

Subject: Re: ADPH Project #B-25-007; SAAD Hospice Inpatient at Providence, Mobile, Alabama 36608; Cosmetic upgrades to existing space(11th floor north wing)FW: USA-Providence - Saad Hospice Unit

Hello Ms. Skelton,

I reached out to the The State Health and Planning Agency (SHPDA) in concerning to the SHPDA letter/CON that you submitted with your initial application to make sure that it was acceptable. Mr. Williams (SHPDA Director) was out of the office last week but just responded. They stated that the referenced SHPDA CHOW response dated August 7, 2024 should not be accepted with the Initial License application for Covenant Hospice Inpatient Care Center at Providence Hospital. Considering the facility's voluntary closure date of November 27, 2023, the facility would need to have been in operation prior to November 26, 2024. Unfortunately, the previous Certificate of Need ("CON") is null and void. You will need to apply for a new CON in order to operate the facility.

Thanks

Health Services Administrator - Licensure Unit
Civil Money Penalties (CMP) Coordinator
Alabama Department of Public Health
Bureau of Provider Services -
Phone: (334) 206-3391
Email: @adph.state.al.us

Exhibit B

CON CHOW Submission to SHPDA and SHPDA Approval of Saad



STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

100 NORTH UNION STREET, SUITE 870
MONTGOMERY, ALABAMA 36104

August 7, 2024

Chris Thompson, Esquire
Holland & Knight LLP
1901 Sixth Avenue North, Suite 1400
Birmingham, Alabama 35203

RE: CO2024-027
Covenant Inpatient Care Center at
Providence
SHPDA ID: 069-P2491D

Dear Mr. Thompson:

This is written in response to the Change of Ownership filed on July 12, 2024, and additional information received on July 16, 2024, on behalf of the referenced hospice provider. A change of ownership will occur whereby Saad Enterprises, Inc. will acquire Covenant Inpatient Care Center at Providence from USA Health HCA Providence Hospital, LLC. The proposed transaction will be effective on or after August 1, 2024. Effective this transaction, Saad Enterprises, Inc. d/b/a Saad Hospice Service will become the operator of the facility.

Agency records indicate Certificate of Need (CON) 2694-HPC was issued December 31, 2014 to establish a fifteen (15) bed, hospital-based, inpatient hospice facility with the support of Providence Hospital in Mobile, Alabama.

This transaction will not involve the purchase of any new equipment or capital expenditures in excess of the spending thresholds set forth in §22-21-263(a)(2) of the Code of Alabama, 1975 (as amended), new operating costs, the offering of new services, the conversion of beds, or the acquisition of stock.

Based on information provided, this Notice of Change of Ownership/Control requires no further action from this Agency. This decision is based on the information provided, and on the assumption that all pertinent information has been disclosed. This response is made with the understanding that there will be no substantial deviations from the facts and premises provided to this Agency. Should circumstances prove to be other than represented, this letter may become null and void.

Pursuant to ALA. ADMIN. CODE r 410-1-3-.11(7), a health care reporter is required to maintain a current listing of at least two contacts of record for purposes of Mandatory Reporting. Should changes be necessary to the current designated contacts, an interactive form to update designations is available on the Agency's website at www.shpda.alabama.gov / CON Information / Forms / Change in Designation of Contact of Record for Purposes of Mandatory Reporting. The facility will be responsible for filing all mandatory

annual reports for the entire reporting period, to include the time frame prior to acquisition.

Effective October 1, 2018, all notifications required pursuant to the Alabama Certificate of Need Program Rules and Regulations are distributed in electronic format. No more than two (2) individuals designated as the recipients must provide a valid e-mail address for receipt of all such notifications. It is suggested that a corporate official or professional representative of the health care provider, i.e., attorney, consultant, CPA, etc., be included as a designated recipient. Failure to maintain accurate e-mail addresses on file with the Agency may result in the facility/provider not receiving the requested notifications, to include letters of intent, reviewability determination requests, review schedules for certificate of need applications, proposed changes to the Agency's Rules and Regulations and/or the State Health Plan, and other notifications distributed in the normal course of the Agency's business. An interactive form to update designations is also located on the Agency's website at www.shpda.alabama.gov / CON Information / Forms / Change in Electronic CON Notification Appointments.

Pursuant to ALA. ADMIN. CODE r. 410-1-3-.09, all documents to be filed with SHPDA must be submitted electronically to shpda.online@shpda.alabama.gov in text searchable, PDF format.

Should you have any questions, please contact the Agency at (334) 242-4103.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily T. Marsal", with a stylized flourish at the end.

Emily T. Marsal
Executive Director

ETM/kfn

Exhibit C

Saad ADPH CHOW Application (September 20, 2024)

Loree J. Skelton, LLC
P.O. Box 26214
Birmingham, Alabama 35260
Office (205)790-1930 • loreeskelton@bellsouth.net • Fax (205)824-3721

September 20, 2024

Via Electronic Filing
gloria.harris@adph.state.al.us

Ms. Gloria Harris
The Alabama Department of Public Health
Bureau of Health Provider Standards – Licensure and Certification
RSA Tower – Suite 700
201 Monroe Street
Montgomery, Alabama 36104

**Re: Change of Ownership Application for Licensure Saad Enterprises,
Inc. d/b/a Saad Hospice, Inc. – USA Providence, Inpatient Hospice Unit**

Dear Ms. Harris:

Please see attached Saad Enterprises, Inc. dba Saad Hospices' Change of Ownership Application and accompanying documents as required for processing.

The documents attached hereto are as follows:

1. CHOW request for License Application;
2. SHPDA Approval of CHOW Application;
3. License Certificate;
4. Medical Director Agreement
5. Articles of Incorporation for Saad Enterprises, Inc.;
6. By-Laws for Saad Enterprises, Inc.;

7. USA Health – Saad Lease Agreement

Additionally, the required filing fee of \$240.00, plus an additional \$30.00 of \$6.00 per bed will be submitted. The total is 15 beds, but, as the instructions state, the first 10 beds are excluded in the additional fee calculation. Said check will be submitted via U.S. Mail or verified carrier for delivery to the ADPH.

Thank you for your consideration in this matter.

If you have any questions or comments, please do not hesitate to contact me at (205)790-1930.

Respectfully submitted,

A handwritten signature in cursive script that reads "Loree J. Skelton".

Loree J. Skelton

On behalf of Saad Enterprises, Inc.,

cc : Dana Billingsly, Esq. via email

**STATE OF ALABAMA
DEPARTMENT OF PUBLIC HEALTH
DIVISION OF PROVIDER SERVICES
P.O. BOX 303017 (MAILING ADDRESS)
MONTGOMERY, ALABAMA 36130-3017
THE RSA TOWER, SUITE 700, 201 MONROE STREET, MONTGOMERY, AL 36104
(PHYSICAL LOCATION)**

CHANGE OF OWNERSHIP APPLICATION TO OPERATE A HOSPICE

<p style="text-align: center;">APPLICATION FEE</p> <p>APPLICATION FEES ARE NOT REFUNDABLE.</p> <p>The fee for an in-home Hospice is \$240. The fee for an inpatient Hospice is \$240, plus \$6 for each bed, excluding the first 10 beds.</p> <p>MAKE CHECK OR MONEY ORDER PAYABLE TO: ALABAMA DEPARTMENT OF PUBLIC HEALTH</p>	<p style="text-align: center;">FOR DEPARTMENTAL USE ONLY</p> <p>Classification _____ No. of Beds (Inpatient) _____</p> <p>Application Fee _____ Check # _____</p> <p>Facility ID # _____</p>
---	---

1. SAAD ENTERPRISES INC.
DBA SAAD HOSPICE SERVICES.
Applicant
(see instructions on page 4)
2. 1515 University Blvd. S.
Applicant Address
3. Mobile AL 36609
City State Zip Code
4. 251-343-9600
Applicant Telephone Number
5. PHILLIP S. FULGHAM
Facility Administrator
6. 15
Inpatient Hospice Bed Capacity
(see instructions on page 4)
7. SAAD HOSPICE at PROVIDENCE.
Facility Name
(see instructions on page 4)
8. 6801 Airport Blvd. - Suite 11TH FL.
Mobile, AL 36608.
Facility Physical Address
(see instructions on page 5)
9. 1515 University Blvd. S.
Facility Mailing Address
(see instructions on page 5)
10. Mobile 36609 Mobile.
City Zip Code County
11. phillip.fulgham@saadhealthcare.com
Facility Administrator's Email Address
12. 251-343-9600
Facility Telephone Number
13. _____
Facility ID Number

13. This application is to apply for (check one):

- a. Change of Ownership ☐ b. Change of Ownership and name change ☒

The facility is currently licensed as SAAD HOSPICE at PROVIDENCE.
(Facility Name)

14. Applicant Information

a. Applicant is a (check one):

Individual	<input type="checkbox"/>	Nonprofit Corporation	<input type="checkbox"/>	City	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	Hospital Authority	<input type="checkbox"/>	County	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>	State	<input type="checkbox"/>	Joint City County	<input type="checkbox"/>
Limited Liability Company	<input type="checkbox"/>	Other: _____			<input type="checkbox"/>
		Specify			

b. List all the applicant's board members and officers (attach additional paper if necessary).

SEE ATTACHED.

c. List the name(s) of any person or business entity that has 5% or more ownership interest in the applicant (attach additional paper if necessary). Attach a schematic depicting both the pre-transaction and post-transaction organizational structure of the governing body and Hospice.

SEE ATTACHED.

d. Does this applicant or any of its owners listed in item "c" operate any other health care facility in Alabama or in any other state? YES ☒ NO ☐ If yes, attach a list including the type(s) of facility(s), name(s), address(s), and owner(s).

THE RETREAT HOSPICE INPATIENT by SAAD OWNERSHIP SAME
1515 B UNIVERSITY BLVD. S., MOBILE, AL 36609. AS (b.) - (c.) above.

e. Have any of the facilities listed in item "d" had any adverse licensure action taken against them or been subject to exclusion from the Medicare or Medicaid Reimbursement Programs? YES ☐ NO ☒ If yes, attach an explanation.

f. Has the applicant, or any of its officers or principals, ever had a license application denied by this or any other state? YES ☐ NO ☒ If yes, attach an explanation.

15. Are there any outstanding citations of deficiency, either Federal or State, that have not been corrected? YES ☐ NO ☒
If yes, has the plan of correction for these deficiencies been accepted by the Division of Health Care Facilities? YES ☐ NO ☐

Note: The new operator will be responsible for correcting all outstanding deficiencies and may be subject to sanctions imposed for past or present deficiencies, including payment of any uncollected civil monetary penalties. Approval of applications for changes of ownership of Hospices with outstanding deficiencies remains subject to the sole discretion of the Department.

16. Has the facility administrator listed in Item 5 of this application:
- a. ever been convicted of a crime? YES ☐ NO ☒
 - b. ever been found guilty of abusing another individual? YES ☐ NO ☒
 - c. ever had adverse action taken against any professional license, held by him/her, such as a license as a nursing home administrator, attorney, nurse, or physician? YES ☐ NO ☒
 - d. ever been excluded from participation in any Medicare or Medicaid Reimbursement Program? YES ☐ NO ☒

If the answer is yes to a, b, c, or d, please attach an explanation.

17. Provide the name, phone number, and email address for a knowledgeable person that can provide additional information about this application.


Name (print) LOREE J. Skelton, Attorney

Phone 205-790-1930

Email loreeskelton@bellsouth.net

18. Administrator's Signature:

I declare, under penalty of perjury, that I have not operated or allowed the operation of this or any other facility without a license. I agree to operate this facility according to the Rules of the Alabama State Board of Health.


Signature

8/19/24.
Date

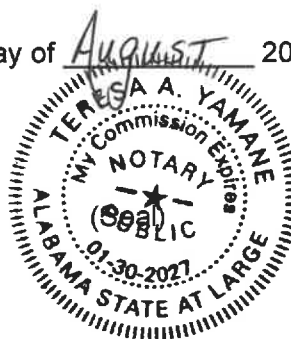
Phillip S. Fulgham.
Printed Name

NOTARIZED:

Sworn to and subscribed before me this 19TH day of AUGUST 2024.

Teresa A. Yamane
(Notary Public)

My commission expires 1/30/27.



19. Attestation of Responsible Person:

I declare, under penalty of perjury, that I have personal knowledge about the statements made in this application and certify that all the statements made herein are true and correct, to the best of my knowledge and belief. To the best of my knowledge, neither the applicant nor any of its owners or principals, including myself, nor the administrator, has operated, or allowed the operation of, this or any other facility without a license. I certify that I am authorized to make this representation on behalf of the applicant.

Henry B. Fulgham
Signature

8/19/24
Date

HENRY B. FULGHAM
Printed Name

CHIEF OPERATING OFFICER
Title/Position

NOTARIZED:

Sworn to and subscribed before me this 19TH day of AUGUST 2024.

Teresa A. Yamane
(Notary Public)

My commission expires 1/30/27.



20. Current Licensee's Signature

I declare, under penalty of perjury, that the current licensee of this facility concurs with this change of ownership and recommends that this application for a change of ownership be granted. I certify that I am authorized to make this representation on behalf of the current licensee.

THE RETREAT HOSPICE INPATIENT by SAAD
Name of Currently Licensed Facility


Signature

8/19/24.
Date

PHILLIP S. FULGHAM.
Printed Name

VP - Hospice.
Title/Position

NOTARIZED:

Sworn to and subscribed before me this 19TH day of AUGUST 2024.


(Notary Public)

My commission expires 1/30/27.





STATE BOARD OF HEALTH

Certificate # 28820

This is to certify that a license is hereby granted by the State Board of Health to
SAAD HOSPICE, INC.
to operate

THE RETREAT HOSPICE INPATIENT BY SAAD

as a

HOSPICE

This license is valid for the following location

1515 S. UNIVERSITY BLVD • MOBILE, AL 36609



Licensed Beds: **24**

E4922

Facility Identification

2024

This License shall expire December 31, 2024.

Scott Harris, MD

Scott Harris, M.D.
State Health Officer



**SAAD ENTERPRISES, INC. – 100% Ownership
SHAREHOLDERS OF THE CORPORATION
As of January 1, 2024**

SHAREHOLDER/OWNESHIP INTEREST	SHARES	PERCENT
Barbara S. Fulgham	357.00	14.43%
Henry B. Fulgham	124.00	5.01%
Barbara and Henry Fulgham	612.07	24.74%
Ellen Thompson	36.00	1.455%
Phillip S. Fulgham	36.00	1.455%
Emily G. Haynes	36.00	1.455%
Preston S. Fulgham	36.00	1.455%
Dorothy S. Dunning	981.07	39.65%
Claudia Carianne Dunning	124.00	5.01%
Leland Dunning	132.00	5.34%
TOTAL SHARES	2474.14	100.00%

Saad

Healthcare

SAAD ENTERPRISES, INC. Corporate Officers, Directors, Relationships 2024

OFFICERS:

Barbara S. Fulgham	President & CEO
Henry B. Fulgham	Executive VP, CFO, COO
Dorothy S. Dunning	Executive VP, Mississippi Operations

DIRECTORS:

1. Barbara S. Fulgham	Director
2. Henry B. Fulgham	Director
3. Dorothy S. Dunning	Director
4. Phillip S. Fulgham	Director
5. Ellen G. Thompson	Director
6. Preston S. Fulgham	Director
7. Emily F. Haynes	Director
8. Leland Dunning	Director
9. Claudia C. Dunning	Director

RELATIONSHIPS:

Owner 1	Owner 2	Relationship
Barbara Fulgham	Henry Fulgham	Barbara & Henry Fulgham are husband and wife.
Barbara Fulgham	Dorothy S. Dunning	Barbara Fulgham & Dorothy Dunning are sisters.
Barbara & Henry Fulgham	Phillip Fulgham, Ellen Thompson, Preston S. Fulgham, Emily F. Haynes	Barbara & Henry Fulgham are the parents of Phillip Fulgham, Ellen Thompson, Preston S. Fulgham, and Emily F. Haynes.
Dorothy Dunning	Leland Dunning Claudia C Dunning	Dorothy Dunning is the parent of Leland Dunning and Claudia C. Dunning

ALABAMA MEDICAL LICENSURE COMMISSION

P.O. BOX 887
MONTGOMERY, ALABAMA 36101-0887

**CERTIFICATE OF REGISTRATION
2024**

This is to certify that annual registration has been made
to practice medicine in the State of Alabama.

License # MD.10612

Date Issued: 09/22/1982

Expires: 12/31/2024

Howard Jay Rubenstein MD
3820 Traveler Dr
Saraland, Alabama 36571

Amount Paid: \$300.00
Receipt # 1397994

Clay H. Christopher M.D.
CHAIRMAN

Detach along this line

ALABAMA MEDICAL LICENSURE COMMISSION

Howard Jay Rubenstein MD
3820 Traveler Dr
Saraland, Alabama 36571

Is entitled to practice medicine
in Alabama.

Registration Expires: 12/31/2024

LICENSE# MD.10612

Clay H. Christopher M.D.
CHAIRMAN



**MEDICAL DIRECTOR CONTRACT
HOME HEALTH and HOSPICE**

Howard J. Rubenstein, M.D.

Date 10/07/2014

This Home Health and Hospice Medical Director Contract (the "Agreement") is entered into by and between Howard Jay Rubenstein, M.D. ("Medical Director") and Saad Enterprises, Inc., d.b.a. Saad Healthcare Services and Saad Hospice Services (collectively, "Provider") effective this the 07th day of October, 2014.

WHEREAS, Provider is a provider of home health and hospice services and,

WHEREAS, Medical Director is a licensed and practicing doctor of medicine;

WHEREAS, Provider desires to engage Medical Director, and Medical Director agrees to be engaged by Provider, to serve as the medical director of its home health and hospice practices, all as in compliance with state licensing laws and Medicare regulations:

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

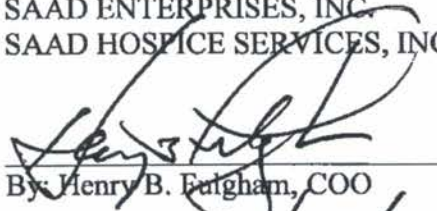
1. Medical Director shall, during the term of this Agreement (the "Term"), act as Provider's medical director and provide the services described herein for the consideration described herein. The parties understand that this is not an exclusive arrangement and that Provider may, in its discretion and as allowed by law, contract with other physicians to perform the services described herein or other services.
2. The parties acknowledge that the Medical Director is an independent contractor of provider and not an employee, partner, or volunteer.
3. The following are the services to be provided by Medical Director:
 - a. Supervision and direction of all physicians contracted or otherwise engaged by Provider.
 - b. Reports directly to the administrator of Provider.
 - c. Participate in inter-disciplinary group ("IDG") meetings and other forms of coordination of patient care.

- d. Acts as liaison between attending physician and the IDG, as well as liaison with community physicians, schools, and hospitals.
- e. Participates in developing and revising plans of care, objectives, and procedures.
- f. Assures availability of physician services for routine and emergency situations.
- g. Responsible for developing in-service education and policies for Provider's employees who provide care to patients.
- h. Review at random charts or other medical records of Provider's patients to ensure that care is being appropriately provided and documented by Provider.
- i. Performance of services for Provider in all service areas in which Medical Director is licensed to practice medicine.
- j. Review the clinical information for hospice patients, whether on initial certification or recertification, to determine if the patient qualifies for hospice care under the standards prescribed by Medicare, including verification of the presence of required clinical documentation. In making this determination, Medical Director shall follow, in addition to all other laws, rules, regulations, and standard physician practices, the guidelines found at 42 CFR §418.102, including the provision of appropriate written documentation of certification if Medical Director concludes that certification is appropriate.
- k. Responsible for the medical component of the hospice patient's care program, including overseeing the implementation of the entire physician, nursing, social work, therapy, and counseling areas to ensure that these areas consistently meet patient and family needs, and for ensuring that the program of patient care follows the requests of the patient's attending physician. If the attending physician is unavailable, Medical Director shall be directly responsible for meeting the needs of the patient.
- l. Perform, and provide appropriate documentation of the face-to-face encounter when required by Medicare regulations and in accordance with Medicare regulations, or if required by any other payor and in accordance with that payor's face-to-face policies and regulations.
- m. Review a minimum of TEN (10) home health patient medical charts per month selected at random, so as to ensure that the care given to the patient by the Provider is in compliance with the direction of the patient's attending physician. Medical Director shall also provide [written] input and direction in regard to such medical records to improve the quality and content of services being provided. Medical Director will also provide guidance and input in regard to clinical testing activities and wellness activities of the Provider as needed.


4. In consideration of the services provided by Medical Director, Provider shall pay Medical Director at a rate of \$200 per hour for services as described above. It shall be the responsibility of the Medical Director to maintain and return appropriate documentation regarding time spent providing the services as listed above.
5. The Term of this Agreement shall be for a period of one (1) year and it shall automatically renew in subsequent one (1) year intervals if notice of termination is not given by one party to the other at least thirty (30) days prior to the expiration of the then-current Term.
6. Medical Director shall at all times during the Term remain a fully licensed and practicing doctor of medicine, and shall maintain his/her professional skill and competence in the field of home health and hospice care.
7. Medical Director and Provider shall each at all times during the Term maintain sufficient and reasonable professional malpractice liability insurance and general commercial liability insurance, and shall provide to each other certificates or other evidence of such insurance upon request. Each further agrees to provide for waiver of subrogation or to name the other as an additional insured upon the other party's request for the same.
8. The Medical Director shall be reasonably available to perform his/her duties hereunder and shall devote sufficient time during the week to complete the services described herein and requested by Provider. Medical Director acknowledges that in some instances Medical Director will be required to provide services in non-business hours such as on weekends, on holidays, or before or after hours. The provision of service at such time shall not be grounds for additional compensation.
9. Notwithstanding anything to the contrary herein:
 - a. Medical Director shall never be compensated in any manner that takes into account the volume or value of referrals of patients from Medical Director's practice to Provider.
 - b. Medical Director shall be solely responsible for any billing which Medical Director submits to Medicare or any other payor for services provided hereunder, if any, and Provider shall only be liable to Medical Director for the compensation described herein. Provider makes no representation of any kind to Medical Director as to what Medical Director can and cannot bill to Medicare or other payors.
10. Either party may terminate this Agreement immediately for cause, including gross negligence, recklessness, intentional wrongdoing, or failure to comply with the terms and conditions of this Agreement. Either party may terminate without cause upon sixty (60) days advanced written notice, except that in the event of such termination, the parties agree that they will contract again for the same or substantially similar services until the expiration of the then-current term of this Agreement.

11. This Agreement is personal and the parties agree that neither may assign any responsibilities, rights, or obligations hereunder without the prior, written consent of the other party, which such consent can be withheld for any reason or no reason at all. Notwithstanding the foregoing, Provider may freely assign this Agreement in full to any of its related or controlled entities in the event such entity becomes the operator of Provider's home health and hospice agency.
12. Indemnification. To the fullest extent allowable by law, each party fully indemnifies and holds harmless the other party for any claims, damages, liabilities, or injury (including reasonable attorney's fees) caused by the indemnifying party's negligence, recklessness, intentional wrongdoing or omission, in the performance of this Agreement.
13. This is the entire agreement of the parties. All prior agreements are superseded and merged into this Agreement. This Agreement may only be amended in writing by both parties. This Agreement shall be construed under the laws of the State of Alabama.

SAAD ENTERPRISES, INC.
SAAD HOSPICE SERVICES, INC.


By: Henry B. Fulgham, COO

Date: 10/7/2014


Howard Jay Rubenstein, M.D.

Date: 10/7/2014



STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

100 NORTH UNION STREET, SUITE 870
MONTGOMERY, ALABAMA 36104

August 7, 2024

Chris Thompson, Esquire
Holland & Knight LLP
1901 Sixth Avenue North, Suite 1400
Birmingham, Alabama 35203

RE: CO2024-027
Covenant Inpatient Care Center at
Providence
SHPDA ID: 069-P2491D

Dear Mr. Thompson:

This is written in response to the Change of Ownership filed on July 12, 2024, and additional information received on July 16, 2024, on behalf of the referenced hospice provider. A change of ownership will occur whereby Saad Enterprises, Inc. will acquire Covenant Inpatient Care Center at Providence from USA Health HCA Providence Hospital, LLC. The proposed transaction will be effective on or after August 1, 2024. Effective this transaction, Saad Enterprises, Inc. d/b/a Saad Hospice Service will become the operator of the facility.

Agency records indicate Certificate of Need (CON) 2694-HPC was issued December 31, 2014 to establish a fifteen (15) bed, hospital-based, inpatient hospice facility with the support of Providence Hospital in Mobile, Alabama.

This transaction will not involve the purchase of any new equipment or capital expenditures in excess of the spending thresholds set forth in §22-21-263(a)(2) of the Code of Alabama, 1975 (as amended), new operating costs, the offering of new services, the conversion of beds, or the acquisition of stock.

Based on information provided, this Notice of Change of Ownership/Control requires no further action from this Agency. This decision is based on the information provided, and on the assumption that all pertinent information has been disclosed. This response is made with the understanding that there will be no substantial deviations from the facts and premises provided to this Agency. Should circumstances prove to be other than represented, this letter may become null and void.

Pursuant to ALA. ADMIN. CODE r 410-1-3-.11(7), a health care reporter is required to maintain a current listing of at least two contacts of record for purposes of Mandatory Reporting. Should changes be necessary to the current designated contacts, an interactive form to update designations is available on the Agency's website at www.shpda.alabama.gov / CON Information / Forms / Change in Designation of Contact of Record for Purposes of Mandatory Reporting. The facility will be responsible for filing all mandatory

annual reports for the entire reporting period, to include the time frame prior to acquisition.

Effective October 1, 2018, all notifications required pursuant to the Alabama Certificate of Need Program Rules and Regulations are distributed in electronic format. No more than two (2) individuals designated as the recipients must provide a valid e-mail address for receipt of all such notifications. It is suggested that a corporate official or professional representative of the health care provider, i.e., attorney, consultant, CPA, etc., be included as a designated recipient. Failure to maintain accurate e-mail addresses on file with the Agency may result in the facility/provider not receiving the requested notifications, to include letters of intent, reviewability determination requests, review schedules for certificate of need applications, proposed changes to the Agency's Rules and Regulations and/or the State Health Plan, and other notifications distributed in the normal course of the Agency's business. An interactive form to update designations is also located on the Agency's website at www.shpda.alabama.gov / CON Information / Forms / Change in Electronic CON Notification Appointments.

Pursuant to ALA. ADMIN. CODE r. 410-1-3-.09, all documents to be filed with SHPDA must be submitted electronically to shpda.online@shpda.alabama.gov in text searchable, PDF format.

Should you have any questions, please contact the Agency at (334) 242-4103.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily T. Marsal", with a stylized flourish at the end.

Emily T. Marsal
Executive Director

ETM/kfn

EXECUTION COPY

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of this 1st day of August, 2024 ("Effective Date") and between **USA HEALTH HCA PROVIDENCE HOSPITAL, LLC**, an Alabama limited liability company and University Affiliate as defined in the University Authority Act of 2016, Ala. Code Section 16-17A-2(14), with its principal office located at 6801 Airport Boulevard, Mobile, AL 36608 ("Lessor") and **SAAD ENTERPRISES, INC.**, an Alabama corporation with its principal business office located at 1515 S. University Boulevard, Mobile, AL 36609-2958 ("Lessee"). Lessor and Lessee are referred to collectively herein as the "Parties" and may be individually referred to as a "Party".

WHEREAS, Lessor owns and operates a 349-bed acute care hospital at 6801 Airport Boulevard, Mobile, AL 36608 (the "Hospital") that is operated in a building leased to Lessor by the University of South Alabama (Master Lessor") and located on the land more particularly described in Exhibit "A" (the "Campus");

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a portion of the Hospital for the operation of an Inpatient Hospice Unit including all required support services and administrative facilities (the "Inpatient Hospice Unit"), all on the terms and subject to the conditions set forth in this Lease; and

WHEREAS, Master Lessor enters into this Lease for the purpose of consenting to the lease of the Leased Premises (as defined in Section 1.1 of this Lease) to Tenant by the Landlord.

ARTICLE 1. PREMISES AND USE

1.1. Premises. Upon the terms and subject to the conditions set forth in this Lease, Lessor, in exchange for the payment of Rent (as hereinafter defined) and the performance of the promises made by Lessee in this Lease, hereby leases to Lessee, Lessee hereby leases from Lessor approximately 5,813 square feet of patient-care space and 500 square feet of adjacent office space in the Hospital, as more fully described in Exhibit "B" attached to hereto and made a part hereof (collectively, the "Leased Premises"). Lessee represents and warrants to Lessor that it is an expert in the establishment and operation of inpatient hospice units within a hospital, and that as such it has thoroughly inspected the Leased Premises, and the Campus of which the Leased Premises forms a part, and that to the best of Lessee's knowledge, and as represented by the Lessor, the Leased Premises complies with all currently applicable federal, state and local laws and regulations for use as the Inpatient Hospice Unit. Lessee accepts the Leased Premises in accordance with the terms of the Lease, subject to Lessee's right to make the Lessee Improvements as provided in Section 7.1.

1.2. Certificate of Need. As of the Effective Date, Lessor is the owner of the Certificate of Need issued by the Alabama State Health Planning and Development Agency, ("SHPDA") for the operation of a fifteen (15) bed inpatient hospice at the Leased Premises (the

“CON”). Upon the terms and subject to the conditions set forth in this Lease, Lessor, in exchange for the payment of Rent (as hereinafter defined) and the performance of the promises made by Lessee in this Lease, hereby leases to Lessee, and Lessee hereby leases from Lessor, the CON. The Parties understand and agree that the transfer of the CON pursuant to this Lease and the establishment of an inpatient hospice in the State of Alabama is subject to the requirements of the SHPDA and the Alabama Department of Public Health (“ADPH”), and, thus, Lessee shall not establish an inpatient hospice on the Premises unless Lessee, as tenant under the Lease and lessee/operator of the CON, obtains all necessary regulatory approvals, including (i) approval of the lease of the CON by SHPDA and (ii) issuance of a hospice license by ADPH. The Parties agree to proceed using their best efforts to submit the required documentation for approval to SHPDA. In light of the foregoing facts, the Parties agree that the Lease shall not be binding on either Party prior to receiving all required regulatory approvals from SHPDA and ADPH.

1.3. Common Areas.

1.3.1. Description of Common Areas. Lessee, for its patients, visitors, physicians, employees and suppliers, shall have a reasonable right of access and nonexclusive use of the following common areas located within the Hospital and on the Campus as may be necessary for Lessee’s use of the Leased Premises as the Inpatient Hospice Unit, subject to (a) all of Lessor’s policies, rules and regulations as amended from time to time applicable generally to Lessor’s own patients, visitors, physicians, employees and suppliers, and (b) the rules and regulations for the building in which the Hospital operates, a copy of which is set forth in Exhibit “C” as amended from time to time, to-wit, which shall include: (i) Hospital’s public parking areas and ingress and egress ways thereto, (ii) Hospital’s exterior pedestrian sidewalks and ramps, (iii) Hospital’s entrances, exits, interior hallways, elevators and stairways, (iv) Hospital’s main lobby, and (v) Hospital’s public restrooms; and as to physicians with privileges granted by Lessee to practice in the Inpatient Hospice Unit: (i) the patient and visitor areas listed above, (ii) Hospital’s employee and physician parking areas and ingress and egress ways thereto, and (iii) Hospital’s medical staff lounge; and as to Lessee’s employees and suppliers: (i) Hospital’s employee parking areas and ingress and egress ways thereto, (ii) Hospital’s exterior pedestrian sidewalks and ramps for the limited purpose of direct ingress and egress to the Leased Premises, (iii) Hospital’s entrances, exits, interior hallways, elevators and stairways, for the limited purpose of direct ingress and egress to the Leased Premises, and (iv) Hospital’s truck-ways, loading docks and package pick-up station (hereinafter the foregoing areas shall collectively be referred to as “Common Areas”).

1.3.2. Maintenance. Lessor shall be responsible for all maintenance of the Common Areas, including any expenses incurred by Lessor in connection with its obligations under this Section and/or any other provisions of the Lease dealing with the Common Areas. Lessor shall keep the Common Areas in a clean and orderly condition, lighted and landscaped, and shall repair any damage to the facilities thereof as determined in Lessor’s sole discretion.

1.3.3. Modifications. Notwithstanding anything to the contrary set forth in this Lease, Lessor reserves the right, from time to time, at its election, to make any changes it deems appropriate to the Hospital and any Common Areas (including, without limitation, size, area, level,

location of hallways, entrances, parking areas, driveways, sidewalks, landscaped areas and all other portions of the Hospital and the Common Areas) and to change the name or street address of the Hospital and relocate all or any of the parking areas so long as such change will not (i) materially and adversely impair Lessee's access and/or ingress and egress to the Leased Premises, other than on a temporary basis, (ii) cause the Leased Premises to cease to comply with any applicable laws in any material respect, or (iii) impair the proximity of any parking or other areas serving the Leased Premises in a manner that is materially and adversely different from the parking, or other areas serving any short-term acute care operations at the Hospital.

1.4. Permitted Use. The Leased Premises shall only be used for the purposes of operating the Inpatient Hospice Unit and for Saad Palliative Care and other Saad staff activities related to the two as approved by the Lessor. No other use or purpose is permitted without the written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion.

1.5. Prohibited Uses. Notwithstanding anything to the contrary provided for in this Lease, no part of the Leased Premises shall be used to provide health care services that are at any time provided to inpatients or outpatients of the Hospital without the prior written consent of Lessor in each instance, which consent may be granted or withheld by Lessor in its sole and absolute discretion, including, without limitation: magnetic imaging (MRI), computerized tomography (CT), invasive and/or intravascular procedures, ultrasound, mammography, osteoporosis screening services, digital radiology, physical therapy or occupational therapy, or any procedure involving the administration of a radiopharmaceutical for diagnosis, therapy or research (nuclear medicine); any procedure requiring anesthesia which must be administered by an anesthesiologist or certified registered nurse anesthetist (CRNA) or other trained anesthetist; pharmacy; laboratory; imaging center; ambulatory surgery center; or emergency or urgent care center (collectively, "Prohibited Services"). From time to time, Lessor may add to, delete from or otherwise modify the definition of Prohibited Services, and Lessee shall not provide any Prohibited Services in the Leased Premises, provided, however, Lessee shall not be charged with knowledge of any modification to the Prohibited Services until a copy of the same shall have been provided to Lessee by Lessor, and further provided that such modification of the definition of Prohibited Services shall not cause a material and adverse impact to Lessee's operation of the Inpatient Hospice Unit. In the event that Lessee is providing services that subsequently become included within the definition of Prohibited Services, and provided that such services now being prohibited are not material and essential to Lessee's operation of the Inpatient Hospice Unit in accordance with the terms of this Lease, Lessor shall afford Lessee with a reasonable amount of time within which to commence proceedings to terminate Lessee's providing of such services within the Leased Premises which are not deemed Prohibited Services. Promptly following Lessee's request, Lessor shall, from time to time, provide Lessee with an updated list of Prohibited Services.

1.6. Exclusive Use. In exchange for Lessee providing hospice services within the Hospital, Lessor agrees that it will not lease, sublease, or consent to a lessee's use or sublease of any portion of the Hospital for inpatient hospice services so long as Lessee is not in default beyond any notice and cure periods described in this Lease and Lessee is providing inpatient hospice

services on a continuous basis within the Leased Premises twenty-four (24) hours per day, seven (7) days per week. Notwithstanding the foregoing, Lessee acknowledges and agrees that Lessor has various service agreements and service arrangements with hospice providers other than Lessee, and as a result, those arrangements, along with any new hospice agreements or arrangements, shall not cause Lessor to violate this covenant so long as any other hospice provider is not permitted to lease or sublease space in the Hospital. Notwithstanding the foregoing, Lessee may contract directly with other Hospice providers for inpatient hospice care, (GIP), utilizing the 15-bed hospice unit. Lessor will use commercially reasonable efforts to encourage other hospice providers to use the Inpatient Hospice Unit to care for their patients in need of inpatient hospice care.

1.7. Equipment. Lessee shall furnish and maintain, at Lessee's sole cost, all appropriate furniture and equipment (including the provision of patient addressograph cards and ID bands) necessary to operate the Inpatient Hospice Unit within the Leased Premises, including without limitation, patient beds, over bed tables, crash carts, bedside stands, wardrobes, patient room chairs, waste receptacles (biohazard and regular), cubicle curtains, televisions, nurse call system equipment, glove box holders, exam room table, office desks and chairs, and any other furnishings and equipment necessary to operate the Inpatient Hospice Unit within the Leased Premises. Lessee shall also provide a refrigerator, pantry, microwave, chart rack, and ice machine for each nursing unit. Lessor shall furnish wall mounted medical gases and suction and access to telephone jacks with dedicated numbers. Lessee shall be responsible to replace, if necessary, telephones, needle disposal boxes, and blood pressure gauges. Lessee shall provide other needed clinical equipment, and patient supplies and medications. Subject to the approval of Lessor's network engineer, Lessor will grant Lessee the right to use the network service provider of Lessee's choosing and will allow such service provider to terminate in the D-Mark location of Lessor's choosing as long as the installation does not impede Lessor's existing network connectivity. To the knowledge of the Lessor some data cabling currently exists in the Leased Premises; provided, however, additional cabling may be necessary for Lessee's operations. Any additional cabling or relocation of cabling requested by Lessee will be performed by Lessor or a contractor approved by Lessor and at Lessee's expense. Lessor agrees to allow Lessee physical access, which access shall be inclusive of any and all easements which may be necessary or required, to all locations in which Lessee's network equipment is kept.

1.8. Signage. Lessee shall not post, place, or in any manner display any sign, notice, picture, graphic, placard, poster, or advertising matter anywhere outside the Leased Premises that are within in or about the Hospital, Campus or Common Areas at places visible, either directly or indirectly (as an outline or shadow on a glass pane), anywhere outside the Leased Premises without Lessor's prior written consent, which consent shall be at Lessor's sole discretion. Lessor, at its sole cost and expense, shall be responsible for installing Lessee's name on the Hospital's directory (within the Hospital's main lobby) and on the entrance to the Leased Premises in a building standard manner. Lessee shall be responsible for maintaining any materials or advertising consented to by Lessor and, should Lessee fail to so maintain, Lessor may, at its sole option, maintain or remove such materials or advertising at Lessee's expense. Lessor reserves the right, but not the obligation, to post signage within the Leased Premises relating to overall building

maintenance, operation and safety in the same manner as elsewhere in the Hospital, and to post signage within and without the Leased Premises advising the public of the independent status of Lessee and the Inpatient Hospice Unit. Upon the expiration or termination of this Lease, Lessee shall remove all such materials or advertising consented to by Lessor and shall, at its own expense, repair any damage to the Leased Premises caused by such removal. Such obligation shall survive the expiration or earlier termination of this Lease. If Lessee shall fail to remove such materials or advertising, Lessor may do so at Lessee's expense.

1.9. Certification and Accreditation. So long as this Lease is in effect, Lessee shall obtain and maintain, (i) Lessee's certification/approval by the ADPH Division of Licensure and certification, (ii) certification as a hospice provider under the Medicare program. (iii) a CON as required by the State of Alabama, and (iv) all necessary state licenses and approvals necessary to operate the Inpatient Hospice Unit within the Leased Premises (hereinafter, the requirements set forth in (i) through (iv) shall collectively be referred to as the "Licensure Requirements"). Lessee shall pay all related application fees and associated costs in connection with maintaining and obtaining such accreditation, certification, and regulatory approval from SHPDA and ADPH. Lessee shall operate the Inpatient Hospice Unit and perform all of its obligations under this Lease in accordance with applicable federal, state, and local ordinances, laws, rules and regulations. Lessee shall perform all acts necessary to maintain the Inpatient Hospice Unit as a hospice for purposes of Medicare certification and state licensure. Lessee shall provide Lessor with copies of all regulatory, accreditation, and licensure surveys within one (1) business day of Lessee's receipt of any notice regarding an actual or potential non-compliance with any Licensure Requirements including, but not limited to, immediate jeopardy citations or substandard quality of care citations, that could result in suspension or termination of its license, Medicaid provider agreement(s), and/or Medicare provider agreement for the Inpatient Hospice Unit. Lessor shall cooperate with Lessee's efforts in obtaining and maintaining certification, licensure, accreditation and regulatory approval from SHPDA and ADPH.

1.10. Patient Care. All patients receiving services within the Leased Premises shall be patients of Lessee and shall be admitted by Lessee and registered as Lessee's patients. Lessee shall establish and maintain a separate medical record for each patient treated in the Leased Premises, which shall be a medical record of Lessee. Lessee agrees to provide patient care to its patients in accordance with the standard for hospice in the community in which the Hospital is located and consistent with the standard of patient care provided by Lessor.

1.11. Charity Care. During the Term of this Lease, Lessee shall comply with the terms and conditions of the charity care policy of Lessor (the "Charity Care Policy"), a copy of which is attached hereto as Exhibit "D" and which Charity Care Policy has been approved by Lessor. So long as this lease is in effect, any amendment to the Charity Care Policy in effect for the Leased Premises must be approved in writing by Lessor.

1.12. Medical Staff. All physicians and mid-level practitioners providing services at the Inpatient Hospice Unit shall become and remain members, in good standing, of Lessor's medical staff, subject to their compliance with all applicable requirements of such membership set

forth in the medical staff bylaws. To the extent that Lessee elects to create its own medical staff requirements, in addition to Lessor's medical staff requirements imposed upon physicians and mid-level practitioners under this Lease, Lessee shall be solely responsible for the establishment and organization of its medical staff.

1.13. Billing. All decisions with respect to billing patients and third-party payors for services provided in the Leased Premises shall be made by Lessee in compliance with applicable law.

1.14. No Conflict with Hospital Licensure.

1.14.1. Upon the reasonable request by Lessor, Lessee shall implement all policies and procedures pertaining to the Leased Premises or any services being rendered in the Inpatient Hospice Unit that are necessary for the Hospital to fully satisfy all licensure, accreditation and certification requirements for the Hospital that are or may hereafter be imposed by the state, Medicare and Medicaid.

1.14.2. Upon the reasonable request by Lessee, Lessor shall implement all policies and procedures pertaining to the Leased Premises or any services being rendered in the Hospital that are necessary for Inpatient Hospice Unit to fully satisfy all licensure, accreditation and certification requirements for the Inpatient Hospice Unit that are may hereafter be imposed by the state, Medicare and Medicaid.

1.15. Condition of the Leased Premises. The Leased Premises condition shall be delivered to Lessee in broom clean condition existing as of the Commencement Date of this Lease; provided, however, that Lessor warrants to Lessee that as of the Commencement Date (i) the structural and exterior portions of the Leased Premises including, without limitation, the foundations, floors, structural supports, doors, (ii) the utility systems, lines, fixtures, and equipment serving the Leased Premises including, without limitation, fire protection sprinkler system, water, sewer, telephone lines, electrical and gas, (iii) the heating, ventilation and air conditioning systems, lines, fixtures and equipment serving the Premises (collectively the "HVAC Systems"), and (iv) if applicable, the roof of the Premises, including roof structure and roof membrane (collectively the "Roof Systems"), shall all be in good working condition, order and repair and in compliance with all laws, codes, regulations and ordinances of any governmental authorities.

**ARTICLE 2.
TERM AND TERMINATION**

2.1. Term, Option to Extend.

2.1.1. The initial term of this Lease shall commence upon regulatory approval as described in Section 1.2 ("Commencement Date") and expires five (5) years subsequent to the Commencement Date, unless sooner terminated pursuant to this Lease, and with renewal options

as set out hereinafter (the "Initial Term"). Within three (3) days following the Commencement Date, the Parties shall execute a confirmation of lease commencement, in the form attached hereto as Exhibit "G" (the "Confirmation"), which Confirmation shall confirm the Commencement Date of this Lease.

2.1.2. After the Initial Term, the Lease Agreement will automatically renew for three, (3) multiple renewal terms consisting of two (2) years per lease term ("Renewal Terms")(unless either party provides at least one hundred and eighty (180) days written notice of termination prior to the end of the Initial Term or the then existing Renewal Term.

2.2. Early Access. At the request of Lessee, Lessor shall permit Lessee and its agents, to enter the Leased Premises prior to the Commencement Date to prepare the Leased Premises for Lessee's use and occupancy, including testing and installation of Lessee's equipment and to permit Lessee to move its personal property and equipment into the Leased Premises. Any such permission shall constitute a license only, conditioned upon Lessee's: (a) depositing with Lessor in advance of any work, a contractor's affidavit, from Lessee's contractor for the proposed work and as necessary, from time to time, waivers of lien from Lessee's contractor and all subcontractors and suppliers of material, and (b) furnishing Lessor with the insurance required of Lessee pursuant to the Lease, and causing all other parties entering the Hospital to perform such work on behalf of Lessee, to provide Lessor with the same types and amounts of coverages required of the Lessee in the Lease.

Lessor shall not be liable in any way for any injury, loss or damage which may occur to any of Lessee's property or installations in the Leased Premises prior to the Commencement Date, except for any injury, loss or damage which may occur as a result of Lessor's (or Lessor's employees, agents or contractors) negligent or intentional acts. Except as set forth in the immediately preceding sentence, Lessee waives any claims therefore and shall protect, defend, indemnify and save harmless Lessor from all liabilities, costs, damages, fees and expenses arising out of the activities of the Lessee or its agents, contractor, suppliers or workmen in the Leased Premises or the Hospital. Lessee agrees that any such entry into and occupation of the Leased Premises shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease except as to the covenant to pay Rent. If Lessee fails to comply with any of the conditions set forth above, such license may immediately be terminated by Lessor upon providing written notice to Lessee.

2.3. Licensure Requirements. Lessee shall use its commercially reasonable efforts to satisfy all of the Licensure Requirements.

2.4. Termination for Changes in Laws. Notwithstanding anything contained in this Lease to the contrary, it is understood and agreed that in the event that either as a result of the enactment of any federal law or the adoption of any rule or regulation by the Centers for Medicare and Medicaid Services ("CMS") or any other governmental entity, agency or instrumentality, at any time during the Term (i) the current basis for reimbursement for hospice providers by Medicare is substantially reduced, limited or otherwise adversely changed, and Lessee's continued operation

of the Inpatient Hospice Unit is no longer economically viable or (ii) hospice loses its license, then in any such event, either Lessee or Lessor, in their individual, sole discretion, may terminate this Lease upon ninety (90) days' prior written notice to the other. Further, if either Party shall breach any covenant prohibiting the transfer or assignment of rights under this Lease, then the non-breaching Party shall have the right in its sole discretion to immediately terminate this Lease upon written notice to the breaching Party. Additionally, failure of Lessor to maintain the Leased Premises in compliance with all Local, State and Federal life safety requirements is grounds for termination by Lessee.

2.5. Termination for Change in Hospital Services. In the event that a Full-Service Hospital ceases to operate for a period of ninety (90) days on the Campus, then either Party may terminate this Lease upon thirty (30) days prior written notice to the other Party. During any such period of time that a Full-Service Hospital ceases to operate on the Campus, and provided that such event prohibits Lessee from operating the Inpatient Hospice Unit or complying with and Licensure Requirements related thereto, Rent shall be abated for the period of time commencing with the date that a Full-Service Hospital ceases to operate on the Campus and continuing thereafter until the earlier to occur of: (i) Lessor's curing of the failure which caused the Full-Service Hospital to cease operation and the re-instatement of the Full-Service Hospital, or (ii) Lessee's ability to resume normal operation of the Inpatient Hospice Unit in accordance with the terms of this Lease. The term "Full-Service Hospital" shall mean a full-service short term acute care or tertiary care hospital that is (i) licensed to operate in the State of Alabama under applicable hospital licensure laws, and (ii) is operating under such license as a short-term acute care or tertiary care medical hospital providing such services and types of care as are generally and customarily provided by licensed and accredited short-term acute care or tertiary care hospitals in the Mobile, Alabama metropolitan area. Currently, those services and types of care would include an emergency room, diagnostic and surgical services and facilities to provide overnight stays with sufficient staff to properly service patients during such overnight stays. For purposes of determining whether a Full-Service Hospital is being operated on the Campus, the failure to meet any of the criteria described in the preceding sentences shall not be deemed to mean that a Full-Service Hospital is not being operated on the Campus unless and until such failure(s) shall have continued without cure for a period of ninety (90) days; provided, however, that should such failure(s) be of such nature that it or they cannot reasonably be cured within ninety (90) days (e.g., as a result of a casualty or temporary or partial loss of accreditation or licensure), then Lessor shall have a reasonable period of time in excess of ninety (90) days to cure or correct such failure(s) (provided that during such period Lessor diligently and continuously pursues such cure, keeping Lessee reasonably informed) so that a Full-Service Hospital is once again operated on the Campus.

ARTICLE 3. RENT

3.1. Rent. Beginning on the Commencement Date, and continuing throughout the Term, Lessee shall pay to Lessor, the total monthly amounts set forth in Exhibit "E" attached hereto (each installment shall be described as "Rent"), in advance, without previous demand or notice therefor, on the first day of each calendar month of the Term at such place as Lessor shall direct.

Rent paid by mail shall be deposited in the mail sufficiently in advance of the due date to assure that the Rent is delivered not later than the due date. Deposit of Rent in the mail does not constitute payment. Any payment of Rent for a period of less than one (1) calendar month shall be pro-rated based upon the number of days for the month in which the partial payment is due. On the one-year anniversary of the Commencement Date, and on each subsequent one-year anniversary during the Term of this Lease, Rent shall be increased by two percent (2%), in accordance with the schedule set forth in Exhibit "E" attached hereto.

3.2. Late Charge. If Lessee does not pay any installment of Rent on or before the day when the same shall be due and payable, and such failure shall continue for a period of ten (10) days after Lessee's receipt of written notice from Lessor of Lessee's failure to pay any installment of Rent, Lessee shall pay to Lessor a late payment penalty fee equal to one percent (1%) of such Rent payment. The provisions of this paragraph shall not preclude Lessor from exercising any remedies set forth in this Lease or as provided by law.

ARTICLE 4.

UTILITIES; SECURITY; CENTRAL STERILE PROCESSING AND GENERAL STORES

4.1. Utility Service. Lessor, at its sole cost, shall cause all utilities and services customarily provided to its tenants, except for telephone (other than Lessor's obligations as defined in Section 1.7 herein) and other telecommunication services, to be provided to the Leased Premises twenty-four (24) hours per day, seven (7) days per week including, but not limited to, gas, electricity (including emergency power), water, medical gases, sanitary sewer, heating, ventilation and air conditioning, plumbing, telephone trunk lines (sufficient for Lessee to obtain at its expense customary local area network access and wide area network access), 4-digit dialing within the Hospital campus if reasonably feasible, lighting, and, if applicable, elevator services (each, a "Building Service," and collectively, "Building Services").

4.2. Lessee's Obligations. To the extent Lessor does not choose to provide such services to the Leased Premises, Lessee shall be responsible for installing, maintaining and paying the cost of (i) computer systems and other communications systems or services utilized by it; and (ii) any additional utility installations which are required to be installed in the Leased Premises in order for Lessee to conduct its business operations in the manner desired by it. Any such additional utility installations shall be subject to Lessor's approval, which shall not be unreasonably withheld or delayed.

4.3. Interruption of Service. Except as hereafter described in this provision, Lessor's failure to provide any Building Service shall not result in any liability to Lessee or abatement of Rent if such failure is caused by (i) accident, breakage or repairs, or (ii) other causes described in paragraph 15.3 of this Lease; provided that Lessor use commercially reasonable efforts and due diligence to restore the service as early as is reasonably practicable. If any Building

Service is not provided or is otherwise interrupted for more than five (5) days and (a) Lessee notifies Lessor of such interruption after such interruption begins, (b) such interruption has not arisen as a result of an act or omission of Lessee or any of its patients, employees or visitors, (c) as a result of such interruption, the Leased Premises (or a material portion thereof) is rendered untenable, as reasonably determined by Lessee, and (d) Lessee in fact ceases to occupy such space in the manner used prior to such interruption, then, as Lessee's sole and exclusive remedy for such interruption, on the sixth (6th) day following the interruption, Rent due hereunder shall abate from the date of the interruption until the Building Service is restored to the level necessary for Lessee to resume operation of its business. Lessor shall not be liable for and Rent shall not abate based on the failure of a third-party utility provider, such as a power company, to provide a Building Service to the Hospital or Leased Premises.

4.4. Campus Amenities. In order to promote the continuum of care necessary to optimize the benefit of this relationship between the parties, the Lessor shall make available to Lessee's employees any and all service discounts offered to Lessor's employees for the cafeteria, located within the Hospital, along with the right to participate in on-site continuing education programs provided by Lessor at the Hospital, and applicable Hospital-wide functions (e.g. a holiday party); provided, however, the foregoing shall not be interpreted to include and will not include any discount on or the right to participate in any employee benefit programs offered to Lessor's employees, including, without limitation, healthcare insurance, life insurance, dental insurance, eye care insurance, pharmacy benefits, retirement programs or any other similar benefit offered by Lessor to its employees, nor shall this provision be deemed to be an obligation of Lessor to provide any of the foregoing benefits to Lessee's employees.

ARTICLE 5.

MAINTENANCE AND REPAIR

5.1. Maintenance of the Hospital. Lessor shall, at its expense and risk, maintain the roof, foundation and underground or otherwise concealed plumbing and wiring, and the structural components of the exterior walls (including all windows, window glass, plate glass, and all doors), and all parts of the Hospital affecting the Leased Premises in good repair and condition, including the interior plumbing, floors, ceilings, heating, ventilating, and air conditioning equipment, fire protection sprinkler system, elevators, and the interior of the Hospital in general, except that the Lessee shall be responsible for the cost of any repairs of the Hospital caused by the negligence or intentional acts of Lessee or its employees, contractors, patients, guests, or other invitees with respect to Lessee's use of Hospital or Leased Premises.

5.2. Maintenance of the Leased Premises.

5.2.1. Lessor, at its expense and risk, shall maintain the Leased Premises, Lessor provided equipment and Common Areas in a good and safe condition fit for their intended use and shall make all necessary repairs, except that Lessee shall be responsible for the cost of making all repairs to the Hospital, the Leased Premises and the Common Areas occasioned or

caused by the negligence or intentional acts of Lessee, its agents, contractors, employees, patients and visitors.

5.2.2. Lessor shall repair and maintain the Leased Premises so as to provide to Lessee:

5.2.2.1. Effective waterproofing and weather protection of exterior and interior walls, including, but not limited to, unbroken windows and doors and the spackling, painting and repair of ceilings walls and cabinetry;

5.2.2.2. Plumbing facilities that conform to applicable law, maintained in good working order;

5.2.2.3. A water supply approved under applicable law which is under the control of Lessor producing hot and cold running water, furnished to appropriate fixtures and connected to a sewage disposal system under applicable law;

5.2.2.4. Heating, ventilating and air conditioning facilities which conform with applicable law, maintained in good working order;

5.2.2.5. Electrical lighting, with wiring and electrical equipment which conform with applicable law, maintained in good working order;

5.2.2.6. Floors, stairways, elevators, and railing maintained in good repair, including, but not limited to, the repair and replacement of carpeting and other floor coverings to the same standard as elsewhere in the Hospital; and

5.2.2.7. Pertinent gas (e.g. oxygen and suction) lines and equipment which conform with applicable law, maintained in good working order.

5.2.3. Lessee shall permit Lessor and its agents to enter into and upon the Leased Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the Hospital; provided that such inspection, repair or alteration is conducted without affecting patient care and with minimal interruption to Lessee's business to the extent practical.

5.2.4. Lessee shall provide, at its sole expense, all janitorial and housekeeping services reasonably necessary to keep the Inpatient Hospice Unit in good, safe and clean operating condition and in compliance with all applicable federal and state laws and regulations. At the request of Lessee, Lessor will contract with Lessee (in writing and on terms and conditions agreed upon by the parties) to provide the janitorial services at Lessee's sole cost and expense.

5.3. Waste and Nuisance. Lessee shall maintain and keep free from waste or nuisance, the Leased Premises and shall deliver the Leased Premises at the expiration or earlier termination of this Lease in the same good repair and condition as received, reasonable wear and

tear and damage by condemnation, fire, Act of God, civil riot, flood or other casualty excepted. Lessee shall not conduct or permit any act or omission, nor bring, keep or permit any substance in, on or about the Leased Premises or the Campus in violation of any applicable federal, state or local law, ordinance, rule or regulation, or which could reasonably be expected to injure or adversely affect the Hospital or the Campus, Lessor or Lessor's operation of the Hospital and the Campus. In addition, Lessee shall comply with all federal, state and local laws, ordinances, rules and regulations regarding environmental matters during its use of the Leased Premises, including but not limited to biological waste disposal and matters affecting hazardous substances, hazardous materials and hazardous wastes. In the event of non-compliance with any such law, ordinance, rule or regulation, Lessee shall immediately notify Lessor, shall immediately cease such noncompliance, shall immediately correct such noncompliance and resultant damages if feasible, and if not feasible shall immediately avoid and mitigate further noncompliance and damage.

ARTICLE 6.

ANCILLARY SERVICES

6.1. Other Ancillary Services.

6.1.1. Notwithstanding the above exceptions, and to the extent permitted by law, Lessee grants to Lessor a right of first opportunity (the "ROFO") to provide any ancillary service not otherwise provided in Section 5.2 above that Lessee needs to operate the Inpatient Hospice Unit, including, without limitation, food services, imaging services, janitorial services, laboratory services, maintenance and repair services (the "Ancillary Services"). If, at any time during the Term, Lessee requires an Ancillary Service, then Lessee shall provide Lessor with a written offer (the "ROFO Notice") setting forth (a) the type of Ancillary Service that must be provided at the Inpatient Hospice Unit, and (b) the terms and conditions upon which the Ancillary Service must be provided to Lessee, including the price that Lessee is willing to pay for the service (collectively, the "Offer Terms"). In all cases, the Offer Terms shall be consistent with commercially reasonable terms and the amount that Lessee will pay for the Ancillary Service shall be within a verified price range (supported by market data) that is customarily charged for the same service within the Mobile, Alabama healthcare market.

6.1.2. Upon receipt of the ROFO Notice, Lessor shall have a period of (30) days to determine if it will agree to provide the Ancillary Service according to the Offer Terms or waive (by action or inaction) its right to provide the Ancillary Service. If Lessor notifies Lessee, in writing, within such thirty (30)-day period that Lessor does not desire to provide the Ancillary Service or fails to make an election during the thirty (30)-day period, the ROFO shall automatically terminate and, as a result, Lessee shall thereafter be entitled to engage another service provider to provide the Ancillary Service in accordance with the Offer Terms, free from any rights of Lessor. In the event that Lessee receives an offer from another provider or negotiates terms with another provider for the Ancillary Service on terms other than the Offer Terms as provided above, then Lessee must once again provide Lessor with a ROFO Notice with such new Offer Terms as provided above.

6.1.3. If, on the other hand, Lessor notifies Lessee, in writing, within such thirty (30)-day period following its receipt of the ROFO Notice that Lessor desires to provide the Ancillary Service, the parties shall thereafter negotiate the commercially reasonable terms of a services agreement that incorporates the Offer Terms.

6.1.4. Notwithstanding the foregoing, Lessee shall not be permitted to provide any Prohibited Service within the Leased Premises, but Lessee may contract for a Prohibited Service in accordance with the terms of this Section.

ARTICLE 7.

ALTERATIONS, IMPROVEMENTS AND FIXTURES

7.1. Lessee Improvements. Lessor shall undertake certain improvements to the Leased Premises as set forth in this Section 7.1 (the “**Lessee Improvements**”), at Lessee’s sole cost and expense, and in compliance with the following terms and conditions:

7.1.1. Lessee shall provide to Lessor the plans and specifications for the Lessee Improvements (the “**Space Plan**”) upon the Effective Date of this Lease. If requested by Lessor the Space Plan shall be drafted by an architect and engineer approved by Lessor, such approval not to be unreasonably withheld, at Lessee’s sole cost and expense, which Space Plan shall be compatible with the character and capacity of the Hospital.

7.1.2. Lessor shall approve, in writing, the Space Plan within five (5) days after receipt of the Space Plan. In the event Lessor disapproves the Space Plan, then Lessor shall notify Lessee thereof specifying in reasonable detail the reasons, which shall be commercially reasonable, for such disapproval. Upon receiving Lessor’s notice of disapproval, Lessee shall promptly cause the architect and/or engineer to revise the Space Plan to address Lessor’s objections in a manner reasonably acceptable to Lessee and submit the revised Space Plan to Lessor for its approval (which approval shall not be unreasonably withheld, delayed or conditioned). The process of submissions and resubmissions shall continue thereafter with the Parties negotiating diligently and in good faith, until final agreement is reached. The Parties shall, in all events, attempt to reach agreement on the Space Plan as soon as practicable.

7.1.3. Lessor’s approval of the Space Plan shall not constitute any warranty by Lessor to Lessee of the adequacy of the design for Lessee’s intended use of the Leased Premises nor shall Lessor’s approval of the Space Plan create any liability or responsibility on the part of Lessor for compliance with applicable statutes, ordinances, regulations, laws, codes and industry standards, including without limitation, any and all statutes, ordinances, regulations, laws, codes and industry standards relating to handicap discrimination (including, without limitation, the Americans with Disabilities Act).

7.1.4. After approval by Lessor of the Space Plan, Lessor shall commence construction and installation or cause to be constructed and installed the Lessee Improvements within the Leased Premises in accordance with the Space Plan (“**Lessor Works**”).

7.1.5. Lessor shall cause the Lessor Works to be constructed in a good and workmanlike manner with diligence and in accordance with applicable laws, ordinances, building codes and regulations of governmental authorities and agencies having jurisdiction over the Leased Premises.

7.1.6. Lessor shall use commercially reasonable efforts to cause the Lessor Improvements to be Substantially Complete by the August 1, 2024 (the "**Target Completion Date**"). The Parties agree that if Lessor is unable to Substantially Complete the Lessor Works by the Target Completion Date, then (i) Lessor shall not be liable to Lessee for any loss or damage resulting therefrom, (ii) this Lease shall remain in effect, and (iii) the date by which Lessor is to Substantially Complete the Lessor Works shall be extended for the duration of such delay. The Lessee Improvements shall be considered "**Substantially Complete**" at such time the architect that prepared the Space Plan issues a written certificate to Lessor and Lessee, certifying that the Lessee Improvements have been completed (except for minor finish-out and "punch-list" items) in substantial compliance with the Space Plan, or when Lessee first takes occupancy of the Leased Premises, whichever first occurs. Provided that SHPDA and ADPH approvals/licensure are complete, the date the Lessee Improvements are Substantially Complete, and SHPDA and ADPH approvals have been received, shall be the commencement date of this Lease (the "**Commencement Date**") or August 1, 2024, whichever is later.

7.1.7. On a date determined by Lessor promptly after Lessor's Work is Substantially Complete, Lessee and Lessor shall together inspect Lessor's Work for any defects or deficiencies in the construction of same, and create and sign a list of defects or deficiencies in Lessor's Work (the "**Punch List**"). Lessor will, promptly thereafter and using commercially reasonable efforts to avoid material interference with occupancy of the Leased Premises by Lessee, complete or cause to be completed the work required by the Punch List. Additionally, Lessor shall be obligated to cure any latent defects in Lessor's Work that Lessee could not have reasonably discovered during its inspection of the Leased Premises and that are discovered by Lessee and specified in written notice delivered to Landlord within one (1) year after the Commencement Date, if any.

7.1.8. Lessee shall be responsible for all reasonable and approved construction and installation costs with respect to Lessor's Work and Lessee shall reimburse Lessor for any and all such costs and expenses incurred by Lessor with respect to Lessor's Work (the "**Lessee Improvements Reimbursement**") on the Commencement Date. In the event Lessor does not receive payment of the Lessee Improvements Reimbursement within ten (10) days following the Commencement Date, such failure shall be deemed an Event of Default and Lessor may, at its option, impose a late charge equal to five percent (5%) of the total amount of the Lessee Improvements Reimbursement. The provision for such late charge shall be in addition to any other remedies of Lessor provided under this Lease, at law and/or equity.

7.1.9. Maintenance and repair of the Lessee Improvements, and all other improvements to the Leased Premises, shall be in accordance with the terms and conditions of this Lease.

7.1.10. All Lessee Improvements shall be owned by Lessee during the term hereof. Upon the expiration or earlier termination of this Lease, all Lessee Improvements shall become the property of Lessor and shall remain upon and be surrendered with the Leased Premises.

7.2. Subsequent Improvements. After completion of construction of the Lessee Improvements, except for minor repair/replacement consistent with the Space Plan, Lessee shall not alter or improve the Leased Premises in any way without the prior written consent of Lessor, which consent shall be granted, conditioned or withheld in Lessor's sole and absolute discretion.

7.3. Mechanic's Liens. Lessee covenants and agrees to do all things necessary to prevent the filing and/or recording of any mechanics' or other liens against Lessee's or Lessor's interest in this Lease, the fee title to the property related thereto, or in the Leased Premises or the Hospital by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee, or anyone holding the Leased Premises, or any part thereof, through or under Lessee, including if any such lien shall at any time be filed against Lessee's interest in the Leased Premises, Lessee shall either cause the same to be discharged of record within twenty (20) days after the date of filing of the same, or, if Lessee, in Lessee's sole discretion and in good faith, determines that such lien should be contested, shall furnish such commercially reasonable security to Lessor as may be necessary or required to prevent any foreclosure proceedings against Lessee's interest in the Leased Premises during the pendency of such contest. If Lessee shall fail to discharge such lien within such period or fails to furnish such security, then, in addition to any other right or remedy of Lessor resulting from Lessee's default, Lessor may, but shall not be obligated to, upon five (5) business days prior written notice to Lessee, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as may be prescribed by law and Lessee shall, within ten (10) days after written demand by Lessor, reimburse Lessor for all of its costs and expenses arising in connection with such liens (including without limitation reasonable attorneys' fees and expenses, expert fees, court costs and costs incurred in the investigation, settlement and defense of claims).

7.3.1. Lessee's Personal Property. Subject to the terms and conditions of this Lease, all trade fixtures, machinery and equipment, furniture, furnishings, moveable partitions and other personal property owned or installed by Lessee shall remain the property of Lessee and may be removed by Lessee at any time during or at the end of the term hereof, provided that Lessee repairs any damage to the Leased Premises caused by such removal.

ARTICLE 8.

CASUALTY AND CONDEMNATION

8.1. Destruction or Damage.

8.1.1. If, during the term of this Lease, and not caused by Lessee, its employee, agents or contractors, the Leased Premises, Common Areas or the Hospital is, because of accident,

condemnation, fire, civil riot, flood, Act of God, or any other cause, including the fault of Lessor, its employees, agents and contractors, either destroyed or partially destroyed so as to render the Leased Premises substantially unfit by Lessee for Lessee's intended purpose and use of the Inpatient Hospice Unit, and if, (i) in the judgment of either Lessee or Lessor, the damage resulting therefrom cannot be repaired within ninety (90) days after such damage, or (ii) if the Leased Premises, Hospital or Common Areas or any part thereof is so injured or destroyed that Lessor provides notice to Lessee that it has elected to demolish or not to rebuild or reconstruct the Hospital, Leased Premises or Common Areas or any part thereof, then this Lease shall, at the option of either Party, which shall be exercised by providing written notice to the other Party, terminate from the date of such damage, destruction, or decision, and Lessee shall, as soon as reasonably possible, surrender the Leased Premises to Lessor, and in such event Lessee's obligation to pay Rent shall be abated as of the date of the occurrence of such damage for the unexpired portion of the Term. If this Lease is not terminated, Rent shall abate during any period during which the Leased Premises are rendered substantially unfit for Lessee's intended purpose and use of the Inpatient Hospice Unit.

8.1.2. Unless caused by Lessee, its employees, agents or contractors, if the Leased Premises shall be injured or damaged by fire, civil riot, flood, Act of God, or any other cause, including the fault of Lessor, its employees, agents and contractors, but not rendered untenable and Lessor shall elect to rebuild or reconstruct as above, Lessor shall promptly commence repair of such damage and complete the same within a reasonable time after the occurrence of such damage. Rent shall be proportionally reduced during said period by taking into account the ratio of the number of occupiable beds to the number of beds contemplated in this Lease, which for the purposes of this Lease, the number of contemplated beds shall be fifteen (15) beds. If requested by Lessee, Lessor agrees to use its commercially reasonable efforts to make hospital beds available to Lessee during any such period of repairs. If such repairs are not commenced within sixty (60) days of date of the damage, then Lessee may terminate this Lease Agreement without further liability to Lessor for the payment of Rent.

8.1.3. If any such event stated in this Article occurs, Lessor shall not be liable to Lessee for inconvenience, annoyance, loss of profits, expenses, or any other type of injury or damage resulting from the loss of the Leased Premises in whole or in part, or from the repair of any such damage, or from any repair, modification, arranging or rearranging of any portion of the Leased Premise or any part or all of the Hospital or for termination of this Lease as provided in this Article 8. Lessee assumes the risks of any and all damage to its personal property in, on or about the Leased Premises from any casualty whatsoever, unless said damage is caused by the negligent or intentional acts of Lessor, its agents, employees and/or contractors.

8.2. Condemnation. If more than twenty percent (20%) of the occupiable area of the Leased Premises shall be conveyed to or taken by any authorized entity under treaty of or by condemnation or eminent domain, with the effect of terminating Lessee's occupancy or rights under this Lease as to that area, this Lease shall terminate as of the date when possession thereof is surrendered by Lessee, and all rights of Lessee in this Lease shall immediately cease and terminate. If twenty percent (20%) or less of the occupiable area of the Leased Premises shall be so conveyed or taken, Rent shall be proportionately abated by taking into account the ratio of the

number of occupiable beds to the number of beds contemplated in this Lease (as set forth in Section 8.1.2 above) or either Party may elect to terminate this Lease under this Section by giving the other Party written notice of said election. If either Party elects to terminate this Lease under this Section, Rent shall be abated as of the date of said conveyance or taking. Any award, compensation or damages (the "Award") for a partial or total taking shall be paid to and be the sole property of Lessor, provided that, Lessee shall have the right, to the extent the Award is not diminished, to make a separate claim against the condemning authority for such compensation as may be separately awarded to a Lessee.

ARTICLE 9.

INDEMNITY, INSURANCE AND PROPERTY TAXES

9.1. Lessee's Indemnity. To the extent permitted by law, Lessee agrees to protect, indemnify, defend, and hold harmless Lessor, its affiliates, officers, trustees, directors, employees, agents, representatives and successors in interest, and each of them, from and against any and all claims, demands, losses, costs, expenses, obligations, damages, attorney's fees and other liabilities (however described) that such indemnified Party shall incur or suffer as a result of (i) the negligent or intentionally wrongful act or omission of Lessee, its employees, agents, contractors and subcontractors, associated with the use or occupancy of the Leased Premises, the Hospital or the Common Areas or the exercise of any right under this Lease, and (ii) any breach of the covenants or agreements made by or to be performed or observed by Lessee in connection with this Lease. Lessor shall promptly notify Lessee of the existence of any claim, demand, or other matter to which its indemnification obligations would apply and shall give Lessee a reasonable opportunity to defend the same at its expense and with counsel reasonably acceptable to Lessor, provided that Lessor at all times shall have the right to fully participate in the defense at its expense. If Lessee shall, within a reasonable time after notice, fail to defend, Lessor shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment) the claim or other matter on behalf, for the account and at the risk of Lessee. This undertaking shall not be defeated, but the duty to indemnify and hold harmless shall be reduced proportionally, in the event that the fault of the Lessor shall have contributed to the claim, demand, loss, cost, expense, damages, attorney's fees and other liabilities, at issue. Lessee agrees to secure the joint and several agreements, in writing, of all persons from time-to-time owning stock in Lessee, to protect, indemnify, defend and hold harmless Lessor as aforesaid.

9.2. Lessor's Insurance. Lessor shall obtain and maintain so long as this Lease is in effect, standard fire and extended coverage insurance and general liability insurance on the Hospital and the Common Areas in such amounts and with limits of liability acceptable to Lessor in its sole and absolute discretion. Notwithstanding anything herein to the contrary, the insurance requirements of Lessor set out in this Section may be self-retained through participation USA Health's self-insurance programs. Upon request, Lessor shall furnish Lessee with a certificate of such self-insurance programs.

9.3. Lessee's Insurance. Throughout the term of this Lease, Lessee shall maintain the following forms of insurance coverage:

9.3.1. Commercial General Liability Coverage. Lessee shall maintain general liability insurance, including commercial general liability insurance providing coverage for bodily injury and property damage to third parties, arising out of the use, occupancy or maintenance of the Leased Premises with a minimum limit on liability coverage of \$1,000,000 Dollars per occurrence and with \$3,000,000 Dollars in the annual aggregate. Such limits may be provided through a combination of primary and umbrella insurance policies. Such policy or policies shall name Lessor as an additional insured.

9.3.2. Property Insurance. Lessee shall maintain property insurance covering property damage and business interruption for the entire Leased Premises. Covered property shall include all improvements, furniture, trade fixtures, equipment, merchandise, generators, and all other items of Lessee's property in the Leased Premises. Such insurance shall name Lessor as an additional insured. Such insurance shall be written on an "all risk" of physical loss or damage basis including, but not limited to, the perils of fire, extended coverage, windstorm, vandalism, malicious mischief, terrorism (certified and uncertified), sprinkler leakage, flood, windstorm and earthquake, for the full replacement cost value of the covered items and other endorsements as Lessor shall reasonably request from time to time.

9.3.3. Workers Compensation and Employer's Liability Insurance. Lessee shall maintain workers compensation insurance with a minimum amount of coverage required by law. Lessee shall also provide employer's liability insurance covering injuries or death to Lessee's employees in an amount equal to \$1,000,000 per accident, \$1,000,000 per employee by disease and \$1,000,000 aggregate by disease or the equivalent thereof.

9.3.4. Professional Liability Coverage. Lessee shall maintain and shall require all of its medical professionals, including physicians, mid-level practitioners, pharmacists, nurses and the like, to maintain professional liability insurance in amounts that are from time to time reasonably required by Lessor, but not less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.

9.3.5. Proof of Coverage. Lessee shall, prior to the Commencement Date, and on each anniversary of the Commencement Date and/or renewal date thereof, furnish to Lessor certificate(s) (ACCORD Form 27) evidencing the aforesaid coverage which certificate(s) shall state that such insurance coverage may not be changed or cancelled without at least thirty (30) days' (or in the event of non-payment of premiums, ten (10) days') prior written notice to the Lessor and Lessee.

9.3.6. Primary Coverage. The aforesaid insurance maintained by Lessee shall be primary and non-contributory with any insurance on the Leased Premises and any insurance maintained by Lessor.

9.3.7. Insurance Companies. All insurance required above shall be carried with responsible insurance companies of recognized standing, and licensed or authorized to do business in Alabama and having a rating of at least A VIII in Best's Key Rating Guide or Standard & Poors A rating (or the equivalent in the jurisdiction where Services are performed.)

9.4. Waiver of Subrogation. Lessor and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective property and casualty insurance policies, including any extended coverage and endorsements thereto, unless subject to benefits under either parties' applicable insurance policies, and both parties shall cause the underwriters of all such insurance to waive any right of subrogation against the other Party, or alternatively, to name the other Party as an additional insured as such other Party's interests may appear.

9.5. Survival. The provisions of Article 9 of this Agreement will survive termination of this Lease by lapse of time or otherwise.

9.6. Property Taxes.

9.6.1. Real Property Taxes. Lessor shall be responsible for all real property taxes applicable to the Leased Premises during the Lease term. As used herein, the term "real property tax" shall mean all ad valorem and non-ad valorem taxes and assessments (including interest and penalties thereon) which are imposed against any legal or equitable interest of Lessor in the Leased Premises by the city, county or state in which the Leased Premises are located or by any school, agricultural, lighting, fire, mosquito control, water, drainage or other improvement, benefits or tax district thereof, and which are collected by the Mobile County, Alabama Tax Collector, together with any tax imposed in substitution, partially or totally, of any tax previously included within the definition of "real property tax" and any additional tax, the nature of which was previously included within the definition of "real property tax." Notwithstanding the foregoing, the definition of "real property tax" shall not include any sales tax and rent tax that may be charged on the Rent paid by Lessee to Lessor under this Lease.

9.6.2. Personal Property Taxes. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained in the Leased Premises. When possible, Lessee shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said personal property shall be assessed with Lessor's real property, Lessor shall notify Lessee in writing and Lessee shall pay the taxes attributable to Lessor within ten (10) days prior to the delinquency date for payment of such taxes and provide Lessor with confirmation of such payment.

9.6.3. Sales Tax/Rent Tax. Lessee shall be responsible for paying all applicable federal, state or local sales taxes and/or rent taxes which may, at any time during the Term of this Lease, be imposed on the Rent owed under this Lease.

9.6.4. Real Property Tax Exemption. Lessee acknowledges that the Hospital and the Campus are currently exempt from real property taxes. Notwithstanding anything in this Lease to the contrary, in the event that the applicable governmental or quasi-governmental authority having jurisdiction over the Hospital and the Campus determines that the Hospital and/or the Campus is no longer exempt from real property taxes due to Lessee's lease and occupancy of the Leased Premises, Lessor shall have the right to terminate this Lease upon thirty (30) days prior written notice to Lessee, at which time, all of the rights and obligations of the Parties under this Lease shall cease except as otherwise expressly set forth herein, provided, however, upon Lessor's election to terminate this Lease, Lessor and Lessee will work together in good faith to ensure that Lessee's patients are either discharged or relocated to other healthcare facilities, and to the extent that thirty (30) days is not a sufficient amount of time for Lessee to discharge or relocate all of its patients to other healthcare facilities, then Lessor agrees to provide Lessee with no more than thirty (30) additional days to accomplish the discharge and/or relocation of any remaining patients so long as (a) Lessee pays rent at the then current rental amount (and not a holdover amount) and continues to comply with the terms of this Lease during any extension of time, and (b) Lessee takes steps to discharge and/or relocate any remaining patients within the Leased Premises to other healthcare facilities, and (c) Lessee's occupancy of the Leased Premises during any additional time period beyond the original thirty (30) day notice period does not, in Lessor's reasonable opinion, materially increase the chances of the real property tax exemption being revoked for the Campus and/or Hospital.

ARTICLE 10.

DEFAULT AND REMEDIES

10.1. Events of Default by Lessee. The occurrence of any one or more of the following events shall be deemed to be an "Event of Default":

10.1.1. The failure of Lessee to pay any installment of Rent within fifteen (15) days after written notice and demand therefor is served upon Lessee by Lessor.

10.1.2. Lessee vacates the Leased Premises for more than thirty (30) consecutive days, other than in the event of a natural disaster, fire, casualty or for repairs or remodeling approved by Lessor in accordance with this Lease, or if Lessee ceases to operate the Inpatient Hospice Unit under this Lease for at least fifteen (15) consecutive days per month unless said cessation is due to circumstances beyond Lessee's control as noted in exceptions of natural disaster, fire, casualty, and/or repairs or remodeling approved by Lessor.

10.1.3. Any general assignment for the benefit of creditors by Lessee, filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy, in each case which is not dismissed within ninety (90) days; appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets or of Lessee's interest in this Lease, if possession is not restored to Lessee within ninety (90) days; or the attachment, execution or other judicial seizure of

substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Lease, if such seizure is not discharged within ninety (90) days.

10.1.4. The failure of Lessee to perform any other of its covenants under this Lease within thirty (30) days after written notice and demand therefor is served upon Lessee by Lessor, or such period of time longer than thirty (30) days if such longer period of time is reasonably required by Lessee; provided Lessee promptly commences and diligently prosecutes to completion the curing of any such failure.

10.2. Lessor's Remedies. Upon the occurrence of an Event of Default, Lessor shall have the option to exercise any one or more of the following remedies:

10.2.1. Terminate all rights of Lessee hereunder with or without terminating Lessee's obligations hereunder;

10.2.2. Re-enter the Leased Premises without terminating the Lease, with or without process of law, using such means as may be necessary to remove all persons and property therefrom; and/or

10.2.3. Exercise any other right or remedy available to Lessor at law or in equity in addition to or as an alternative to any of the other rights and remedies of Lessor herein specified upon the occasion of any such Event of Default.

10.3. Events of Default by Lessor; Lessee's Remedies. Lessor shall be deemed to be in default under this Lease if Lessor fails to perform any other of its covenants under this Lease within thirty (30) days after written notice and demand therefore is served upon Lessor by Lessee, or such period of time longer than thirty (30) days if such longer period of time is reasonably required by Lessor, provided Lessor promptly commences and diligently prosecutes to completion the curing of any such failure. In the event that Lessor shall be deemed to have committed an event of default, Lessee may exercise any remedy available to it by law or in equity.

10.4. Rights Cumulative. The rights and remedies provided to Lessor and Lessee by this Lease are cumulative and the use of any on right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to other rights the parties may have by law, statute, ordinance or otherwise.

ARTICLE 11.

SUBORDINATION AND NON-DISTURBANCE

This Lease is and shall be subordinate to any encumbrance, mortgage or pledge now affecting title to the Land or the application of Lessor's net revenues. Lessee shall, upon Lessor's reasonable request from time to time, execute a subordination, non-disturbance and attornment agreement, prepared at Lessor's sole cost and expense, in a form reasonably acceptable to Lessee, stating whether this Lease is in full force and effect, that the Lessee is then in possession of the

Leased Premises and paying the full Rent, that no rental payments have been made in advance except as therein stated, and stating the Commencement Date. So long as Lessee is not in default in the payment of Rent or in the performance of any of the terms of this Lease beyond any applicable cure period, Lessee's possession of the Leased Premises and Lessee's rights and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by the mortgagee or any other holder or holders of notes or other encumbrances.

ARTICLE 12.

REPRESENTATIONS AND WARRANTIES OF LESSOR

12.1. In order to induce Lessee to enter into this Lease Agreement, and in turn each subsequent renewal, and to perform its obligations hereunder, Lessor hereby represents and warrants to Lessee that, as of the Effective Date and to the knowledge of Lessor's Chief Executive Officer:

12.1.1. Lessor is a Full-Service Hospital, duly organized, validly existing and in good standing under the laws of Alabama and has the full power and authority corporate or otherwise, to own its property, to carry on its business as presently conducted and to enter into and perform the transactions contemplated by this Lease.

12.1.2. All corporate proceedings of Lessor necessary to authorize the execution, delivery and performance of this Lease and the consummation of the transactions contemplated hereby, have been duly and validly taken.

12.1.3. There are no actions, suits, proceedings, claims or investigations pending, or to the knowledge of Lessor, threatened in any court, before any governmental agency or instrumentality or in any arbitration proceeding against or by Lessor which would prevent the consummation of this Lease or declare the same to be unlawful or cause the rescission thereof.

12.1.4. Lessor possesses all of the rights, privileges, licenses, permits and governmental authorizations required to operate its business, excepts where the failure to possess such rights, privileges, licenses, permits or governmental authorizations would not have a material adverse effect on this Lease. Lessor is accredited by the Joint Commission as of the Effective Date and will maintain its accreditation.

ARTICLE 13.

REPRESENTATIONS AND WARRANTIES OF LESSEE

13.1. In order to induce Lessor to enter into this Lease Agreement, and in turn each subsequent renewal, and to perform its obligations hereunder, Lessee hereby represents and warrants to Lessor that, as of the Effective Date and to the knowledge of Lessee's President, Chief Operating Officer and Chief Executive Officer:

13.1.1. Lessee is a corporation duly organized, validly existing, and in good standing under the laws of the State of Alabama, with full power and authority to execute, deliver, and perform its obligations under this Lease and carry on its operations as described herein;

13.1.2. All corporate proceedings of Lessee necessary to authorize the execution, delivery and performance of this Lease and the consummation of the transactions contemplated hereby, have been duly and validly taken;

13.1.3. There are no actions, suits, proceedings, claims or investigations pending, or to the knowledge of Lessee, threatened in any court, before any governmental agency or instrumentality or in any arbitration proceeding against or by Lessee which would prevent the consummation of this Lease or declare the same to be unlawful or cause the rescission thereof.

13.1.4. Lessee possesses all of the rights, privileges, licenses, permits and governmental authorizations required to operate its business, except where the failure to possess such rights privileges, licenses, permits or governmental authorizations would not have a material adverse effect on the leases.

ARTICLE 14.

ASSIGNMENT AND SUBLETTING

14.1. By Lessee. Lessee shall not assign or encumber this Lease or any interest herein, or sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises or any part thereof by any Party other than Lessee, without the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion. An assignment for purposes of this section shall include any change in corporate form by operation of law including a change in the membership or a merger.

14.2. By Lessor. Lessor may freely assign its interest in this Lease, and Lessor shall be relieved of any further liability and obligations under this Lease from and after the date of such assignment; provided, however, Lessor's assignment of its interest in the Lease shall not relieve Lessor of any liability hereunder that accrued prior to such assignment or as a result or any representation and warranty made hereunder and any assignee shall agree to be bound by the terms of this Lease and to perform Lessor's obligations under this Lease.

ARTICLE 15.

MISCELLANEOUS

15.1. No Waiver. No waiver of any default of either Party hereunder shall be implied from any omission or failure to take any action on account of such default if such default persists or is repeated, unless set forth in writing signed by the Party acknowledging the waiver. No express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent therein stated.

15.2. Attorney's Fees. In the event Lessor or Lessee breaches any of the terms, conditions or covenants of this Lease whereby the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay the other Party reasonable attorney's fees and expenses so incurred by such other Party, including appeal.

15.3. Excuse. Neither Lessor nor Lessee shall be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by any acts of God, strikes, material or labor restrictions by any governmental authority, civil riot, floods or any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee or unable, wholly or in part, to prevent or overcome, except that the provisions of this paragraph shall not apply to the payment of any sum due and payable by Lessee under this Lease unless said payment(s) are abated or waived in accordance with the terms and conditions of this Lease.

15.4. Quiet Possession. On the Commencement Date, Lessor shall place Lessee in quiet possession of the Leased Premises and shall secure Lessee in the quiet possession thereof against all persons claiming the same during the Term so long as Lessee complies with the terms of this Lease. So long as Lessee complies with the terms of this Lease, Lessor agrees to make reasonable efforts to protect Lessee from interference or disturbance by third persons, including other lessees in the Hospital.

15.5. Encumbrances. Lessor covenants that the Leased Premises is not subject to any lien, claim or encumbrance, except as hereinafter set forth in Exhibit "F" ("Permitted Encumbrance").

15.6. Notices. All notices, requests, demands, or other communications provided for in this Lease shall be in writing and shall be deemed to have been given at the time when personally delivered, or three (3) days after the same is deposited in the United States Mail, certified mail, postage prepaid, return receipt requested, or the day after being sent if sent by a nationally-recognized overnight courier service which regularly provides receipts, and addressed to the parties as follows:

If to Lessor: USA Health HCA Providence Hospital, LLC
c/o USA Real Estate Services and Asset Mgmt.
775 N. University Blvd, Suite 150
Mobile, AL 36608
Attention: Harry Brislin
hbrislin@southalabama.edu

With copy to:
USA Health
207 N. Catherine Street, Room 209
Mobile, AL 36604

Attention: William B. Grete, Chief Legal Counsel
wgrete@health.southalabama.edu

If to Lessee: Saad Enterprises, Inc.
1515 University Blvd S.
Mobile, AL 36609
Attention: Henry Fulgham, Chief Operating Officer
henry.fulgham@saadhealthcare.com

and

Phillip Fulgham, VP, Operations
phillip.fulgham@saadhealthcare.com

or at such other address as hereafter may be notified in writing by one Party to the other, in accordance with this section. Notices may also be given by electronic mail, in which event, the notice shall be deemed delivered upon confirmation of delivery of said notice, provided a copy of such notice is deposited the same date with any nationally recognized airborne/overnight delivery service.

15.7. Parties Bound. This Lease shall be binding upon and inure to the benefit of the parties hereto and their permitted assigns.

15.8. Applicable Law and Venue. This Lease is executed in Mobile, Mobile County, Alabama, and shall be construed under and in accordance with the laws of the State of Alabama, and exclusive jurisdiction and venue to resolve any dispute under or affecting this Lease of real property shall lie within the Circuit Court, Thirteenth Judicial Circuit, in and for Mobile County, State of Alabama.

15.9. No Partnership or Joint Venture. The relationship between Lessor and Lessee at all times shall remain solely that of Lessor and Lessee and shall not be deemed to constitute a partnership or joint venture.

15.10. Excluded Party. Each Party represents and warrants that it has not been convicted of a crime and is not currently being investigated for a crime involving healthcare or is not excluded from participation in any federally funded healthcare program. Each Party agrees to immediately notify the other Party in the event that it is convicted, excluded or notified that such an action is proposed. In the event either Party to this Lease is excluded, suspended, debarred or otherwise rendered ineligible to participate in the Medicare Program ("Excluded Party"), the other Party may terminate this Lease upon written notice to the Excluded Party. Lessee acknowledges that Lessor has in place a Corporate Responsibility Plan which has as its goal to ensure that the Lessor complies with federal, state and local laws and regulations. It focuses on risk management, the promotion of good corporate citizenship, including a commitment to uphold a high standard of ethical and legal business practices and the prevention of misconduct. Lessee acknowledges Lessor's commitment to corporate responsibility and agrees to conduct all business transactions,

which occur pursuant to this Lease in accordance with the underlying philosophy and objectives of corporate responsibility adopted by Lessor.

15.11. Renegotiation. In the event that either Lessor or Lessee believes that any provision of this Lease to be in contravention of any federal regulation or law, including, without limitation, the Stark Law or the Anti-Kickback Statute, Lessor and Lessee shall meet in good faith to promptly modify this Lease to the minimum standard necessary to conform to federal regulation or law. If the parties cannot reach an agreement within thirty (30) days of meeting to renegotiate this Lease, notwithstanding any other provision of the Lease, either Party shall be entitled to immediately terminate this Lease upon written notice to the other.

15.12. Illegal Provision. If any provision of this Lease becomes clearly and materially violative of the applicable rules, regulations or reimbursement policies of any third party program, or federal or state statute, rule or regulation, or administrative or judicial decision, and such determination is provided in writing by counsel for the Party raising the issue, the parties shall work together in good faith to modify the terms of this Lease so that it no longer violates the same. If such change is not acceptable to one or both parties, notwithstanding any other provision of this Lease, either Party shall be entitled to immediately terminate this Lease upon written notice to the other.

15.13. Access to Books and Records. Lessor and Lessee shall, until the expiration of four (4) years after the furnishing of services pursuant to this Lease, make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller of the United States, or any of their duly authorized representatives, this Lease and books, documents and records that are necessary to certify the nature and extent of the cost of services provided pursuant to this Lease; and if Lessor and Lessee carry out any of its duties pursuant to this Lease through a subcontract with a value or cost of \$10,000 or more over a 12-month period with a related organization, such subcontract shall contain a clause placing the same obligations on subcontractor as this clause places on Lessor or Lessee. In the event this Lease is not subject to the provisions of 42 USA 1395x(v)(1)(I) and 42 CFR 420.300 et seq., or relevant regulations, this paragraph shall be null and void.

15.14. Severability. In case any or one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.15. Amendment. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

15.16. Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to the Leased Premises. This Lease supersedes any and all prior or

contemporaneous representations, negotiations, promises, covenants or discussions, whether oral or written, if any, between the parties relating to the subject matter hereof.

15.17. Headings: Terminology. The Article and Section headings herein are for convenience only and shall not affect the construction hereof. Unless the context of this Lease clearly requires otherwise, (a) pronouns, wherever used herein, and whatever gender, shall include natural persons and corporations and associations of every kind and character, and (b) the singular shall include the plural and the plural shall include the singular whenever and as often as may be appropriate.

15.18. Referrals. Nothing in this Agreement shall be construed as an offer or payment by one Party to the other Party (or any affiliate of either Party) of any remuneration for patient referrals or for recommending or arranging for the purchase, lease, or order of any item of service for which payment may be made in whole or in part by Medicare or Medicaid. Any payment made by either Party to the other is intended to represent fair market value of the space, supplies and/or services to be rendered by the respective Party hereunder and is not in any way related to or dependent upon referrals by and between the parties. Furthermore, it is the stated intent of both parties that nothing contained in this Lease is or shall be construed to be an endorsement for any act of either Party.

15.19. No Third-Party Beneficiaries. The provisions of this Lease are for the benefit of the parties hereto solely and not for the benefit of any other person or entity.

15.20. No Reliance. Each of the Lessor and Lessee acknowledges that it has not been induced to enter into this Lease by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference.

15.21. No Solicitation. During the Term, and for a period of two (2) years after termination of this Lease by lapse of time or otherwise, neither Party shall, without the prior written consent of the other Party, directly or indirectly, solicit or encourage, or permit the solicitation or encouragement, of any employee (including leased employees) of the other Party to become employed by or apply for employment with such Party or any affiliate of such Party. As used herein, employee or employment shall include part-time employees or employment. This provision shall survive the termination of this Lease, and in addition to any remedy at law shall be specifically enforced.

15.22. Interpretation. Whenever the context of any provision shall require it, the singular number shall include the plural number, and vice versa, and the use of any gender shall include any other or all genders as used in this instrument. The parties agree that each Party and its counsel have reviewed and revised this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Lease or any amendments or exhibits thereto.

15.23. Change in Ownership or Structure. This Lease shall not be affected by any change in ownership or structure of Lessor, unless such change has an impact on Lessee's rights or operations under this Lease. In the event that the interest or estate of Lessor in the Leased Premises or the Hospital shall terminate by sale, lease or other voluntary transfer of the Leased Premises or Hospital, then in such event, Lessor shall be released and relieved of all liability and responsibility as to obligations to be performed by Lessor hereunder or otherwise implied to be performed by Lessor after the date of such sale, lease or other transfer, but Lessor shall not be released or relieved of any liabilities or obligations to Lessee which accrued prior thereto. Lessor agrees, however, that as a condition to any such transfer, Lessor shall require that its successor in interest shall become liable and responsible to Lessee with respect to all obligations of Lessor under this Lease after the date of the sale, lease or other transfer.

15.24. Counterparts. This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument. Lessor and Lessee further agree that signatures transmitted by facsimile or in Portable Document Format (PDF) may be considered an original for all purposes, including, without limitation, the execution of this Lease and the enforcement of this Lease.


15.25. Brokers. Lessor and Lessee each represent to the other that it has not had dealings with any real estate or other broker, finder or other person with respect to this Lease. Lessor and Lessee shall hold each other harmless from all damages resulting from a breach or inaccuracy of the foregoing representation, warranty and agreement which shall survive the termination of this Lease.

15.26. Confidentiality. Unless otherwise required by law, neither Party shall disclose any of the terms of this Lease to any person or entity other than its counsel and other representatives or any prospective purchaser of the Hospital or any lending institution of Lessor. Lessor and Lessee agree that they will not make any press release or make any other public announcement regarding the leasing arrangement set forth in this Lease without obtaining the prior consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Lease as of the Effective Date.

LESSOR:

USA Health HCA Providence Hospital, LLC

By: 
Name: OWEN BAILEY
Title: CEO USA HEALTH
Date: 7.25.24

STATE OF ALABAMA
COUNTY OF MOBILE

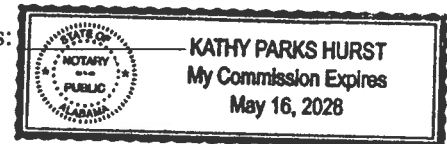
I, Kathy Parks Hurst, a notary public in and for said County, in said State, hereby certify that Owen Bailey, whose name as CEO of USA Health HCA Providence Hospital, LLC, an Alabama limited liability company and University Affiliate, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, (s)he, in such capacity, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 25th day of July, 2024.

Notary Public

[NOTARIAL SEAL]

My Commission Expires:



LESSEE:

Saad Enterprises, Inc.

By: 

Name: HENRY B. FULGHAM.

Title: CHIEF OPERATING OFFICER.

Date 07/02/2024.

STATE OF ALABAMA
COUNTY OF MOBILE

I, TERESA A. YAMANE, a notary public in and for said County, in said State, hereby certify that HENRY B. FULGHAM, whose name as Chief Operating Officer of Saad Enterprises, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, (s)he, in such capacity, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 2nd day of July, 2024.




Notary Public

My Commission Expires: 1-30-27.

EXHIBIT "A"

DESCRIPTION OF THE CAMPUS

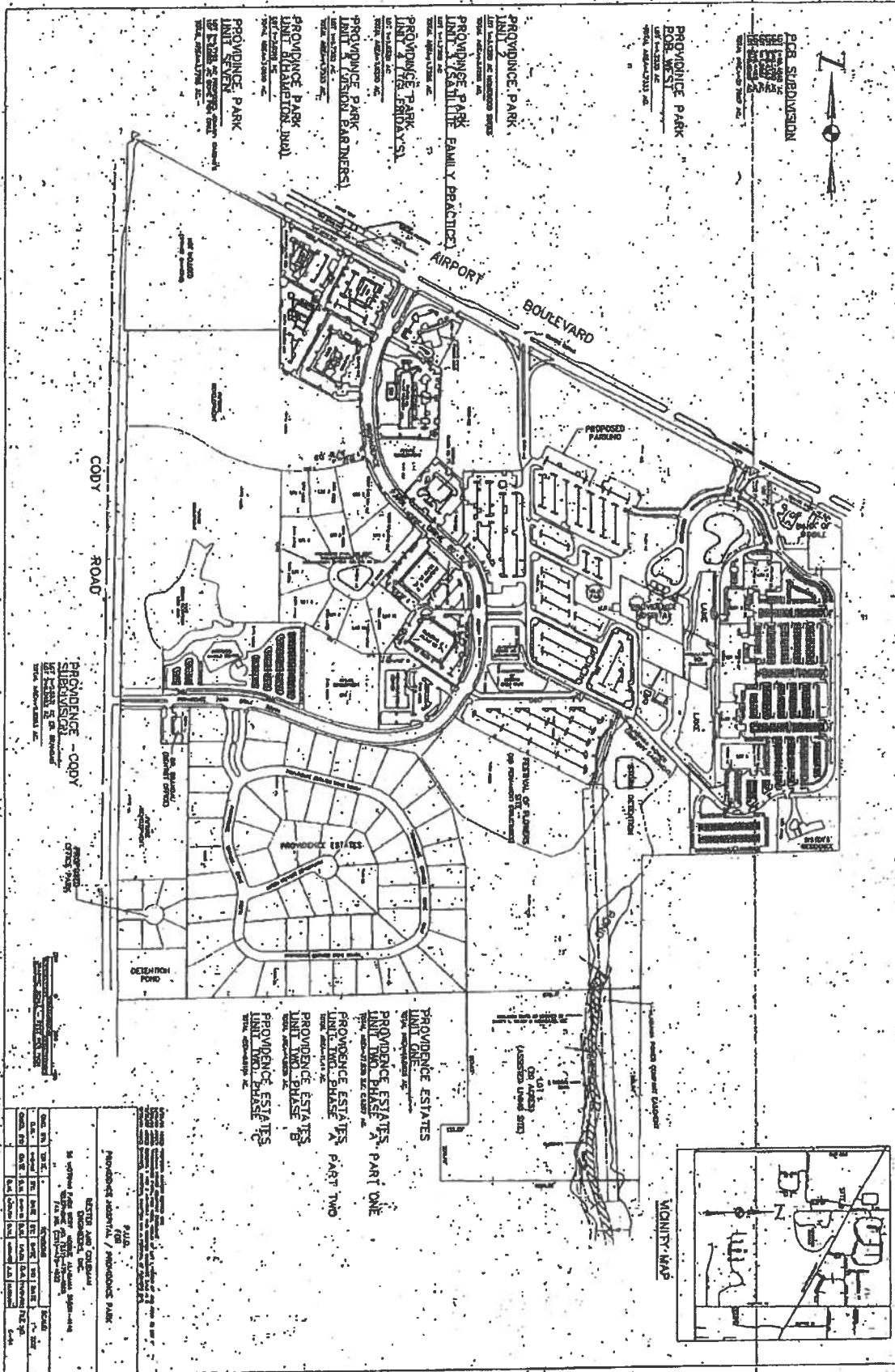


EXHIBIT "B"
DESCRIPTION OF THE LEASED PREMISES

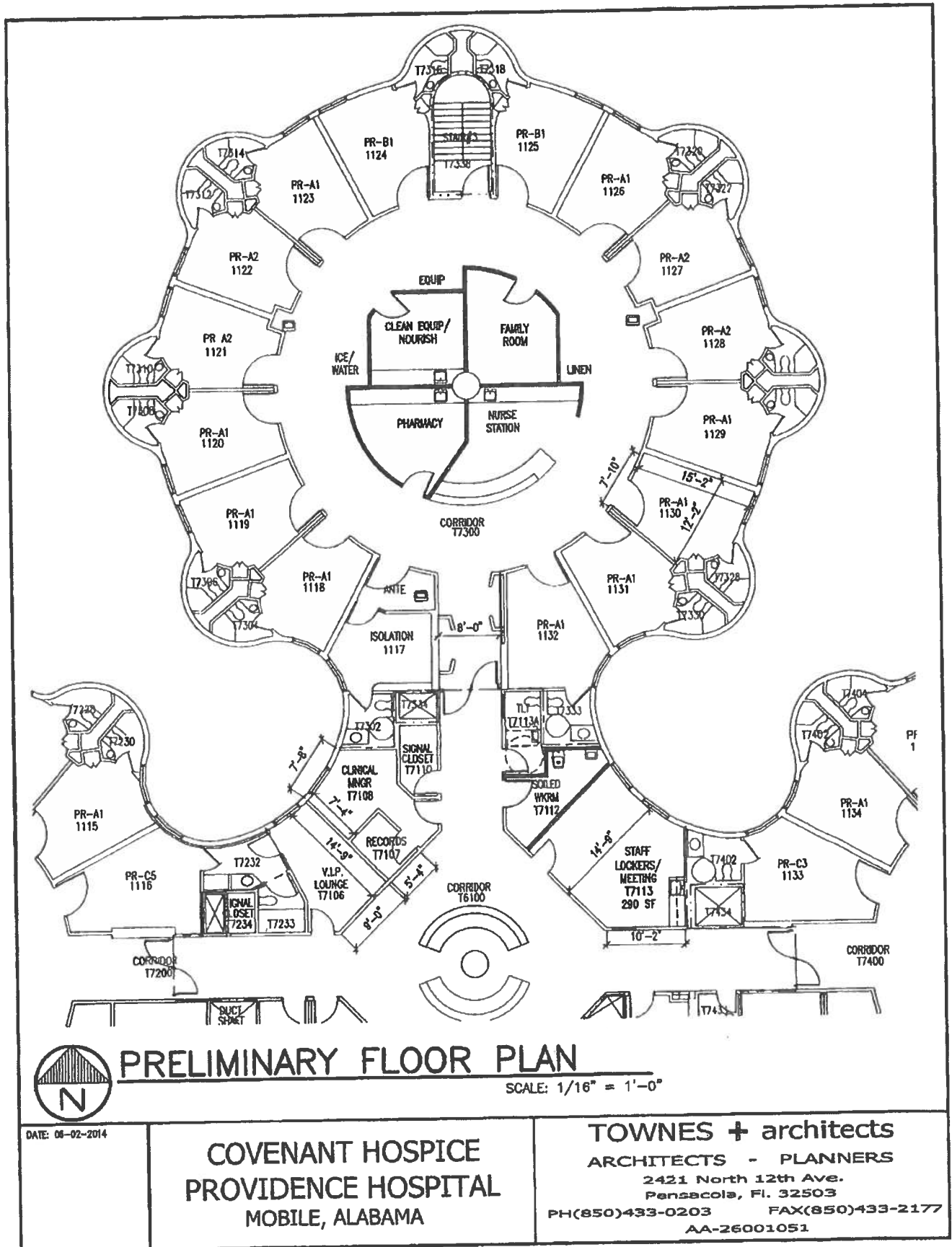


EXHIBIT "C"
HOSPITAL BUILDING RULES

EXHIBIT C

Rules and Regulations

1. Tenant shall not inscribe an inscription or post, place, or in any manner display any sign, notice, picture, placard or poster, or any advertising matter whatsoever, anywhere in or about the Building at places visible from anywhere outside of the Building, without first obtaining Lessee's written consent thereto. Lessee shall specify the color, size, style and material to be used. Except for such items approved by Lessee, Lessee reserves the right to remove all such items so placed without notice and at the expense of Tenant. All exterior and interior signs must be installed by Lessee or someone designated by it.

2. Replacement of signs caused by changes in group name, individual physicians' names or other causes generated by Tenant will be at Tenant's expense.

3. If a Tenant desires telegraphic or telephone connections, Lessee will direct the electricians as to where the wires are to be introduced and, without such direction, no boring or cutting of walls shall be permitted.

4. Lessee retains the right to prescribe the weight and proper position of safes and mechanical equipment. All safes, furniture, boxes, bulky articles and packages shall be moved into or out of the Building or from one part of the Building to another under supervision of Lessee and at such times and according to such regulations as may be designated by Lessee and at the entrance designated by Lessee. Each Tenant shall be responsible for all damage to the walls, floors, or other parts of the Building caused by or connected with any moving or delivery into or removal from the Building any safe, furniture, boxes or bulky articles without the written consent of Lessee in each instance. The Building shall not be overloaded. Tenant shall put no engine, boiler, or other machinery upon the Building.

5. No Tenant shall do or permit anything to be done in the Building which will be dangerous to life, or limb, or which will tend to create a nuisance or injure the reputation of the Building. Tenant shall not use burning fluid, camphine, alcohol, kerosene, or anything except steam, gas or electricity in lighting or heating the Building; or install any air conditioning or air cooling apparatus without the written consent of Lessee. Tenant shall not, in any way, injure or annoy them, or conflict with Applicable Laws, or with the regulations of the Fire Department, or with any insurance policy upon the Building or any regulations of any governmental agency or municipality having jurisdiction, or use the Building for any illegal or immoral purposes, and no beer, wine or intoxicating liquor shall be sold in the Building without written consent of Lessee in each instance.

6. The sidewalk, passages, and corridors shall not be obstructed by Tenant; or used for any purpose except for ingress and egress from and to offices or storerooms.

7. The doors, windows, and transoms that reflect or admit light into passageways or into any place in the Building, shall not be covered or obstructed by Tenant. The water closets and other apparatus shall not be used for any purpose other than those for which they were constructed and no sweeping, rubbish; rags or other substances shall be thrown therein. Any damage resulting to them from misuse shall be born by the tenant who shall cause it.

8. Tenant and its employees and guests are not to injure or deface the Building nor the woodwork, not the walls of the Building nor carry on any noxious, noisy or offensive business, nor conduct an auction

therein. No interference in any way with the other tenants or those having business with them will be permitted.

9. No room or rooms shall be occupied or used as sleeping or lodging apartments.

10. Tenant shall, when leaving the Building at close of business, or unoccupied at anytime, lock all doors and for any default or carelessness in this respect shall make good all injury sustained by other tenants and by Lessee or by either of them, for damages resulting from such default or carelessness.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, except for special security areas which Tenant shall be entitled to have, nor shall any changes be made in existing locks or the mechanism thereof, without the prior written approval of Lessee, which approval shall not be unreasonably withheld. Tenant will be supplied, free of charge, with a sufficient number of keys for Tenant's employees for each door of their suite. Each Tenant must, upon the termination of his tenancy, restore to Lessee all keys to stores, office and toilet rooms, either furnished or otherwise procured by such Tenant. Replacement keys or lock changes will be at the expense of Tenant.

12. No animal or bird shall be allowed in any part of the Building without the consent of Lessee.

13. Any person or persons, other than the housekeeping staff of Lessee, who shall be employed for the purpose of cleaning the Building, shall be employed at Tenant's cost. Further, Lessee shall in no way be responsible for any loss of property, on or from the Building, however occurring, or any damage done to the furniture or other effects of any Tenant by the housekeeping staff furnished by Tenant. Tenant will report any lack of attention in the service of the Building to Lessee.

14. No Tenant shall accumulate or store in the Building covered by this Lease any waste paper, discarded records, paper files, sweepings, rags, rubbish or other combustible matter and Tenant shall surrender such matter to Lessee without compensation to be handled and disposed by Lessee. Nothing shall be thrown by Tenant, their employees or guests, out of the windows or doors or down the passages of the Building.

15. Lessee reserves the right to exclude from the Building all drunken persons, idlers and peddlers, solicitors and generally persons of a character or conduct to create disturbance and persons entering in crowds or in such unusual numbers as to cause inconvenience to the tenants of the Building.

Lessee reserves the right to change these rules and to make such other and further reasonable rules and regulations as it affects all Tenants as, in its judgement, may from time to time be needed for the safety, care and cleanliness of the Demised Premises, for the preservation of good order therein or for any other cause. When such changes are made, such modified or new rules shall be deemed a part hereof, with the same effect as if written herein, when a copy shall have been delivered to Tenant or left with some person in charge of the Demised Premises.

This Exhibit C is a part of and is incorporated in, as if fully set forth in, the Office Space Lease between SAAD ENTERPRISES, INC. ("Tenant") and USA HEALTH HCA PROVIDENCE HOSPITAL, LLC ("Lessor"), executed on this ____ day of _____, 2024.

EXHIBIT "D"
CHARITY CARE POLICY

USA HEALTH

FINANCIAL ASSISTANCE POLICY

Pursuant to 501(r) of the Internal Revenue Code

Policy

USA Health's goal is to help our patients lead longer, better lives; we are committed to providing quality health care to those we serve. One of the ways USA Health fulfills this mission is by establishing a policy and procedure to grant financial assistance to uninsured and under-insured members of our community who receive emergency medical care or medically necessary hospital services and who have an established a need for this assistance. USA Health believes in personal responsibility, and as such, believes that an individual should make every effort to provide for their own health and well-being, as well as the health and well-being of those for whom they are responsible. USA Health's ability to provide care for free or at a reduced rate is not unlimited and is subject to availability of funds. In addition to the financial assistance offered pursuant to the terms of this Policy, USA Health may offers other assistance to patients including financial assistance for services that are not provided in a hospital setting.

Purpose

The purpose of this policy is to provide a fair and consistent method for uninsured and/or under-insured patients to apply and be considered for financial assistance for the personally responsible portion of their bill (after insurance payments) related to emergency and other medically necessary hospital care received while being treated at USA Health's Hospitals and Offsite Hospital Departments. While not all services of the USA Health are eligible under this Financial Assistance Policy (FAP), this policy is compliant with applicable federal, state and local laws.

Definitions

Amount Generally Billed (AGB): An amount that is not more than the amounts generally billed to individuals who have insurance covering such care as defined by IRS Section 501(r)(5)(A)

Applicant: Patient or other individual responsible for payment of the patient's care who seeks financial assistance.

Application Period: Begins on the date medical care is provided and ends 240 days after the first post-discharge billing statement or 30 days after the hospital or

authorized third party provides written notice of extraordinary collection actions the hospital plans to initiate, whichever is later.

Bad Debt: The unpaid charges for care to patients who are able but unwilling to pay all or some portion of the medical bills for which they are responsible.

Charity Committee: A committee appointed by the USA Health's CFO to review the applications for financial assistance, review the Presumptive Approvals, the recommendations for assistance, Patient Attestations and Affidavits, and Retrospective Charity and/or Indigent Care Approvals. This committee will consider appeals in the event a patient or their representative wishes a reconsideration of a denial of full or partial assistance. The Charity Committee will have final authority for Charity and/or Indigent Care Approvals as well as all appeals to assure that reasonable efforts have been made to determine an individual's eligibility.

USA Hospitals' Collection Policy: The USA Hospital Collection Policy is also known as the "Self-Pay Balance Follow-up and Collection" Policy details the actions that the facility may take in the event of nonpayment and maybe found on the USA Health website along with the FAP and Addendums.

Emergency Care: The care or treatment for an Emergency Medical Condition, as defined by EMTALA.

Emergency Department Credit Policy: The USA Policy that defines the methodology used to assess the patient's medical needs once the patient comes to the Emergency Department and determine charges in the event the patient is determined to have a non-emergent medical condition.

EMTALA: The Emergency Medical Treatment and Active Labor Act (42 U.S.C. § 1395dd).

Federal Poverty Level (FPL): The FPL is the set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities, (also known as Federal Poverty Guidelines) and are updated annually. The amount is adjusted for family size and may be regionally adjusted for eligibility in certain programs and benefits. Information on the FPL may be obtained at:

<https://www.healthcare.gov/glossary/federal-poverty-level-fpl/> (This website is maintained by the federal government and subject to change at their discretion.)

Financial Assistance: The cost of providing free or discounted care to individuals who cannot afford to pay all or a portion of their hospital medical bills based on the eligibility rules identified in this policy.

Gross Charges: The full established price for medical care provided to patients.

Medically Necessary Care: Health care services or products that a prudent physician would provide to a patient for the purpose of preventing, diagnosing, or treating an illness, injury, disease or its symptoms in a manner that is:

- In accordance with generally accepted standards of medical practice;

- Clinically appropriate in terms of type, frequency, extent, site and duration; and
- Not primarily for the economic benefit of the health plans and purchasers or for the convenience of the patient, treating physician, or other healthcare provider.

Patient: An individual who receives care at a USA Health Hospital and the person who is financially responsible for the care of the patient.

Self-pay Balance: The amount due to a provider or hospital after services are rendered and all other payment options or reimbursement methods are exhausted.

Self-Pay Balance Follow-Up and Collection Policy: The Policy and Procedure used for collection of Self-Pay balances due after insurance or if there was no insurance at all. This is sometimes referred to as the USA Hospitals' Collection Policy.

Uninsured Patient: A person who is uninsured or does not otherwise qualify for any governmental or private program that provides coverage for any of the services rendered and either:

- Qualifies for charity care as defined in this policy;
- Does not qualify for charity care but does qualify for some discount of his/her charges for hospital services based on a substantive assessment of his/her ability to pay ("Means Test"), such as total income, total medical bill, assets, mortgage payments, utilities, number of family members, disability considerations, etc.; or
- Has some means to pay but qualifies for a discount based on this policy.

Policy for Emergency and Medically Necessary Care

- This policy applies to all Emergency Care and Medically Necessary Care provided in the inpatient or outpatient acute care setting, and applies to all such care provided in the USA Health's Hospitals or by the USA Health's Practices as listed in an Addendum to this Policy. This policy does not include or apply to payment arrangements for elective procedures.
- USA Health's policy is to provide Emergency Care and Medically Necessary Care to patients without regard to race, creed, or ability to pay. Subject to the terms and conditions set forth below, uninsured patients who do not have the means to pay for services provided at USA Health Hospitals' facilities may request to be considered for approval of financial assistance under the FAP. The eligibility criteria for financial assistance and the procedures for receiving financial assistance set out in this FAP are intended to ensure that USA Health will have the financial resources necessary to meet its commitment to providing care to patients who are in the greatest financial need.
- Consistent with EMTALA, USA Health will provide an appropriate medical screening examination (MSE) to any individual, regardless of race, creed or

ability to pay, requesting treatment for a potential emergency medical condition. If, following an appropriate medical screening, USA Health personnel determine that the individual has an emergency medical condition, USA Health will provide services, within the capability of its facility, necessary to stabilize the individual's emergency medical condition, or will effect an appropriate transfer as defined by EMTALA.

- USA Hospitals are safety net providers for south Alabama and the surrounding areas and as such their emergency rooms see patients whose medical needs vary from emergency to non-emergent. Each patient entering the facility will have a MSE performed by a licensed professional to determine their medical needs. If the MSE determines that the patient is neither Emergent nor Urgent and that the Non-Emergency Condition is determined to not require immediate medical treatment, the patient will be informed of this determination.
- If the patient's condition is a non-emergent medical condition then immediate treatment is not considered medically necessary. Treatment for care that is not medically necessary is not covered further by this FAP. Once the patient has been informed that their condition does not require immediate treatment, they may choose to delay treatment and leave or they may choose to remain and receive treatment and will be subject to the fees detailed in the Emergency Department Credit Policy (EDCP). Patients will be informed of the fees per the EDCP. Whether the patient chooses to leave or seek further treatment in the Emergency Department the charge for the MSE (Triage) will be written off as covered under the FAP.

Providers Covered Under This Policy

All emergency and other medically necessary hospital care services provided in USA Health University Hospital and USA Health Children's & Women's in Mobile, Alabama as well as in hospital departments located in Mobile and Baldwin Counties.

A list of other USA Health's Practices that provide emergency or other medically necessary care in the hospital facilities and are covered by this FAP is listed in an Addendum to this Policy. The Addendum indicates the hospital and non-hospital services of these other providers covered by this FAP and the extent to which the services are covered. This Addendum entitled "USA FAP Addendum – Practices that provide emergency or other medically necessary care in the hospital facilities" is available on the Health's website and also available in writing upon request.

Notifications of the FAP to Patients and the Public

- USA Health's Hospitals will post a sign in conspicuous places in admission and registration areas (including in the Emergency Department) stating: "You may be eligible for financial assistance, under the terms and conditions of the USA Health's Financial Assistance Policy, offered to qualified patients. For additional information, contact the financial counselors by calling (251) 434-3505, Monday – Friday, 9 am – 4 pm. All inquiries, as well as all applications and supporting documents are confidential."
- A translation in Spanish and selected Asian languages will be included on the signage and the FAP, the Application and the Plain Language Summary will be translated on the website and made available in paper copies.
- USA Health will display in a prominent place on its website a notice of the Financial Assistance Policy, a plain language summary of the FAP, and an application along with instructions on applying.
- In addition to appearing on its website, a printed copy of the application and the plain language summary will be available at no charge at the hospital's Patient Access Department and the Emergency Department.
- USA Health will include a statement on each patient bill that patients meeting certain income criteria may qualify for the financial assistance under the FAP. A telephone number and website with additional information will be included.
- USA Health's Hospitals will include informational training for employees as well as specific information for referring patient inquiries about the FAP to employees in areas such as:
 - Switchboard,
 - Registration,
 - Scheduling,
 - Business Office,
 - Case Management,
 - Emergency Department Discharge Areas

Limitation on Amounts Generally Billed (AGB)

All patients of a USA Health Hospital are charged equally for the services provided. Once it is determined that a patient qualifies for financial assistance under this policy, the charges will be reduced by an amount appropriate to the award. If the award is 100%, the patient will be advised and the amount charged for those services will be reduced to zero and no longer billed. Where there is an award of financial assistance that does not cover 100% of the charges for the service, the amounts charged to patients eligible for discounted care will not be more than the amounts generally billed to patients under the Internal Revenue Service's "look-back method," which is the percentage of charges that USA Hospitals would have received from a combination of Medicare and all private insurers' patients. The

look-back percentage will be calculated separately for each hospital. The Amount Generally Billed (AGB) and the calculation methodology for the AGB of each hospital is shown in the "USA FAP Addendum - Amount Generally Billed (AGB)". This Addendum is included on the USA Health's website or is also available in writing upon request.

Limitations of Financial Assistance

As indicated above, the FAP is limited to Emergency or Medically Necessary Treatments. Treatments and procedures that are not deemed and generally considered as emergent or medically necessary, such as elective procedures are not covered by this policy. A non-exhaustive list of items and services that are not covered by the FAP is attached in an Addendum. Financial Assistance may further be limited to those whose self-pay balance exceeds a minimum amount. The minimums allowed for Financial Assistance are shown in an Addendum to the FAP "USA FAP Addendum - Self-Pay Balance Limitations to Financial Assistance".

Procedure and Who Qualifies

In general, patients are eligible for financial assistance when they receive emergency or medically necessary care at a USA Health Hospital, (or a practice listed in the Addendum of Participating Non-Hospital Practices), and the patient's family income is at or less than 300% of the Federal Poverty Level (FPL).

The amount of assistance is determined using a sliding scale and may be periodically subject to revision or change.

Approval of financial assistance is made on a case by case and discharge by discharge basis, and as individuals and families financial circumstances can change, the approval for financial assistance for one treatment does not obligate USA Health to continue to provide care free of charge or at reduced rates. Patients may be required to apply or re-apply for financial assistance at a frequency consistent with the FAP. Each USA site of service reserves the right to require a patient to re-apply at any time.

Once approved for financial assistance the patient's approved application will continue in effect for Emergency and Medically Necessary Hospital Services for a period 180 days, unless notified otherwise by the Hospital's Business Office.

To find out if you qualify for financial assistance, please complete the Application Form and attach the documents required to prove income, assets or other available resources. If you need assistance in completing the application, financial counselors are available by calling (251) 434-3505, Monday – Friday, 9 am – 4 pm.

Eligibility

We will determine financial assistance eligibility based upon income and asset guidelines and the Federal Poverty Limit Guidelines (FPL). Approved applications apply to USA Health's Hospital accounts only and apply to the patient responsibility amount (amount due after insurance).

USA Health FAP utilized a written application process to determine eligibility for financial assistance under the FAP. The application allows for the determination of the applicant's qualifying with the family income levels based of the FPL and what level of financial assistance can be allowed.

The levels of financial assistance for Hospital charges available under this policy are:

Family Income Level (of FPL)	Discount
Mobile County	
0 – 150%	100% of Charges
151% - 300%	Charges reduced to AGB
Outside Mobile County (Note)	
0 – 150%	100% of Charges
151% - 250%	Charges reduced to AGB

Notification of Eligibility

Applicants will be notified by letter regarding their financial assistance application status. If a patient is notified that they have been approved for a reduction of charges to AGB, they may still qualify for a greater discount by providing verification that their family income (or in the case where they have assets assumed to be too great to qualify, their assets/liabilities) meet the less than 200% of the FPL. Or in the event that they have been denied approval for financial assistance. They can appeal the decision!

An appeal can be filed within 240 days of the patient's first bill after discharge. To file an appeal the patient (or their representative on file) may contact the USA Health Business Office and request a review for appeal. They will be expected to explain and detail why they should receive financial assistance or a more generous discount. The Financial Counselor will inform them of what verification is needed to be provided for the appeal, and they may be asked to sign another affidavit.

The appeal and the verification provided will be reviewed by the Business Office and the Charity Committee and a decision to grant or deny the appeal will be communicated by USPS (mail).

Application Process

All inquiries, as well as all applications and supporting documents are confidential.

USA Health will make every reasonable effort to allow the most generous discount available and maximum financial assistance for which the patient qualifies.

To determine eligibility to the FAP, USA Health will utilize Presumptive, Attestation and Retrospective methodologies.

- Presumptive Methodology is the utilization of information from sources and vendors other than the patient's application. This would include patient interviews, recommendations from the Hospital's Medicaid and Financial Aid qualifying vendor, and the Hospital's Collection Company.
 - The amount of discount allowed under the presumptive methodology is to discount charges to the AGB unless provable evidence can be obtained.
- Attestation/Affidavit: An attestation/affidavit may be allowed to grant financial assistance to discount the amount due from the patient to in the AGB unless provable evidence can be obtained to qualify the patient for a more generous discount.

To obtain the maximum financial assistance available under the FAP, the patient or the patient's representative needs to complete the written application for assistance, attach the requested supporting documents, and mail to the Business Office at the following address:

Mail: USA Health

Attention: Business Office -Financial Counselor

P.O. Box 40010

Mobile, AL 36640-0010

When completing the application form, be sure to include documents that verify your income and assets both for yourself and for your spouse (if applicable).

Examples of documentation used to verify eligibility include pay stubs, tax returns, bank statements and medical bills owed. Additional forms of verification may also be required.

Verification of Income

- If you are currently employed, please provide verification of gross income for the last three (3) months. Verification can be a check stub or a letter from your employer on company letterhead.
- If you are self-employed, please provide a copy of your prior year's Tax Return, including all forms.
- If you are unemployed and drawing unemployment benefits, please provide verification of the amount you receive. Verification can be you notice of approval.
- If you are unemployed and have no income, please provide verification of your circumstances. Verification can be a statement from your physician, your church pastor, or attorney.
- If you are receiving Social Security Benefits, SSI, Social Security Disability, veteran's benefits a Military, Government or Private Pension, please provide verification of that income. Verification can be a copy of your most recent check/stub or deposit verification or a letter from the government or pension authority showing the amount you are receiving. If you have minor children or other members of your household receiving monthly payments, please show proof of those amounts.
- If you are collecting a retirement check, pension, annuity, short/long-term disability or worker's compensation, please provide verification of that income. Verification can be your most recent check/stub or a letter from the income source.
- **If you are collecting governmental assistance, such as rent assistance in a H.U.D. Property, Food Stamps, Medicaid, Alabama All Kids, Alabama Family Assistance, SNAP, WIC, Section 8 Housing, live in an AHEPA apartment, then you will have already had your income and assets verified and as such can use your governmental assistance as verification of income. A copy of your documentation of assistance can be provided as proof of income.**
- If you receive child support or alimony or receive assistance from your child's other parent (not living in your household), please provide verification of that income. Verification can be your child support order or divorce decree.
- If you are separated or going through a divorce, please provide legal proof of your separation or a letter from you lawyer.
- If your expenses exceed your income, please provide verification of how your monthly expenses are being satisfied. Verification can be letters of financial support from your family, friends, church or other organizations. Verification can be letters of financial support from your family, friends, church or other organizations. If you are using credit cards, cash advances or loans to satisfy your monthly expenses, please provide copies of the most recent statement of those items.

- The hospital will deny assistance under the FAP for failure to provide documentation or information only when such information or documentation was requested in the FAP or the FAP Application Form.

Verification of Assets

- Please provide the most recent copy of your complete bank statement (including all pages of all checking, savings or certificates of deposits, 401K investment statements). If your bank account has been closed, please provide a letter from the bank stating that the account has been closed.
- Other assets, such as real estate (other than your primary residence), rental income or investment equity will need to be verified during the approval process.

Charges and Collection Activity

- USA Health believes in personal responsibility and expects that when notified that USA Hospitals (or other entity) has a FAP to assist the patient, the patient or their representative will cooperate and make reasonable efforts to take advantage of that financial assistance.
- USA Health's Hospitals will allow a reasonable amount of time for the patient or the patient's representative to provide reasonable evidence and information required to determine if the patient qualifies for financial assistance.
 - The patient or the patient's representative should contact the Hospital Business Office or Patient Financial Counselor as soon as possible if they wish for and intend to apply for financial assistance.
 - The Hospital Business Office will not utilize outside collection efforts (ECA) during the first 120 days after the first bill.
 - During the period of 120 to 240 after the first patient bill, the Business Office will suspend outside collection efforts if an application for financial assistance is received.
 - If an application is received that needs additional information the applicant will be given 30 days to perfect their application, before collection activities resume.
 - If in the event collection activities have proceeded based on a USA Hospitals' Collection Policy. If the collection agency identifies a patient as likely meeting USA Hospitals' financial assistance eligibility under its FAP, the patient's account may be still considered for financial assistance. The Collection Agency will notify the USA Business Office and upon approval from the Business Office, collection activity will be suspended on these accounts until USA Hospitals Financial Counselors have reviewed the patient's account and attempted to make a determination under the FAP. If the entire account

balance is adjusted, the account will be returned to USA Hospitals. If a partial adjustment occurs, the patient fails to cooperate with the financial assistance process, or if the patient is not eligible for financial assistance, collection activity may resume.

Please Note: The financial assistance offered under this program does not apply to physician or other professional fees billed separately from the hospital fees unless otherwise noted in the Addendum.

For questions or assistance with the financial assistance application, please call our office at (251) 434-3505.

USA Health's Financial Assistance Policy – Plain Language Summary

Financial Assistance

USA Health's goal is to help our patients lead longer, better lives; we are committed to providing quality health care to those we serve. USA Health has established a policy and procedure that grants financial assistance to uninsured and under-insured members of our community who receive emergency medical care and medically necessary hospital services and who have an established need for assistance.

USA Health will make reasonable effort to collect funds from insurance companies and third-parties. Patients who meet certain income and asset levels may qualify for financial assistance for hospital charges based on the income levels below and apply that assistance to the patient responsibility amount (amount due after insurance). The amount of the discount allowed will be the Amount Generally Billed (AGB) which is an amount calculated to be the average amount generally billed to patients after their insurance coverage or 100% of Charges (depending on the patient's qualifications.:

Family Income Level (of FPL)	Discount
Mobile County	
0 – 150%	100% of Charges
151% - 300%	Charges reduced to AGB
Outside Mobile County	
0 – 150%	100% of Charges
151% - 250%	Charges reduced to AGB

How can I qualify?

To qualify for financial assistance, you must meet income and asset guidelines and the Federal Poverty Limit Guidelines (FPL). Please complete the Application Form and attach the documents required to prove income, assets or other available resources. In many cases, by providing proof of your current participation in other governmental assistance programs, may automatically qualify you for assistance from USA's Financial Assistance Policy. If you need assistance, in completing the application or have questions, financial counselors are available by calling (251) 434-3505, Monday – Friday, 9 am – 4 pm. Approved applications apply specifically to USA Health's Hospital accounts but may be used by some associated Physician Practices for addition assistance. All inquiries, as well as all applications and

supporting documents are confidential. Financial Assistance is limited to Emergency or Medically Necessary Treatments. Treatments and procedures that are not deemed and generally considered as emergent or medically necessary, such as elective procedures are not covered by this policy. Financial Assistance is further limited to those whose self-pay balance exceeds a minimum amount. Further explanations of Financial Assistance limitations are found in the USA Financial Assistance Policy (FAP) and Addendums.

How do I apply?

To find out if you qualify for financial assistance, please complete the Application Form and attach the documents required to prove income, assets or other available resources. If you need assistance in completing the application, financial counselors are available by calling (251) 434-3505, Monday – Friday, 9 am – 4 pm. All inquiries, as well as all applications and supporting documents are confidential. Your completed application should be mailed to the Patient Accounting Department at the following address:

USA Health
Attention Financial Counselor
P.O. Box 40010
Mobile, AL 36640-0010

Instructions

When completing the application form, be sure to include documents that verify your income and assets both for yourself and for your spouse (if applicable).

Examples of documentation used to verify eligibility include pay stubs, tax returns, bank statements and medical bills owed. Additional forms of verification may also be required.

Verification of Income

- If you are currently employed, please provide verification of gross income for the last three (3) months. Verification can be a check stub or a letter from your employer on company letterhead.
- If you are self-employed, please provide a copy of your prior year's Tax Return, including all forms.
- If you are unemployed and drawing unemployment benefits, please provide verification of the amount you receive. Verification can be your notice of approval.
- If you are unemployed and have no income, please provide verification of your circumstances. Verification can be a statement from your physician, your church pastor, or attorney. Please contact USA Health's financial counselors by calling (251) 434-3505, Monday – Friday, 9 am – 4 pm to discuss your circumstances.

- If you are receiving Social Security Benefits, SSI, Social Security Disability, veteran's benefits a Military, Government or Private Pension, please provide verification of that income. Verification can be a copy of your most recent check/stub or deposit verification or a letter from the government or pension authority showing the amount you are receiving. If you have minor children or other members of your household receiving monthly payments, please show proof of those amounts.
- If you are collecting a retirement check, pension, annuity, short/long-term disability or worker's compensation, please provide verification of that income. Verification can be your most recent check/stub or a letter from the income source.
- If you are collecting governmental assistance, such as rent assistance in a H.U.D. Property, Food Stamps, Medicaid, Alabama All Kids, Alabama Family Assistance, SNAP, WIC, Section 8 Housing, live in an AHEPA apartment, then you will have already had your income and assets verified and as such can use your governmental assistance as verification of income. A copy of your documentation of assistance can be provided as proof of income.
- If you receive child support or alimony or receive assistance from your child's other parent (not living in your household), please provide verification of that income. Verification can be your child support order or divorce decree.
- If you are separated or going through a divorce, please provide legal proof of your separation or a letter from you lawyer.
- If your expenses exceed your income, please provide verification of how your monthly expenses are being satisfied. Verification can be letters of financial support from your family, friends, church or other organizations. Verification can be letters of financial support from your family, friends, church or other organizations. If you are using credit cards, cash advances or loans to satisfy your monthly expenses, please provide copies of the most recent statement of those items.

Verification of Assets

- Please provide the most recent copy of your complete bank statement (including all pages of all checking, savings or certificates of deposits, 401K investment statements). If your bank account has been closed, please provide a letter from the bank stating that the account has been closed.
- Other assets, such as real estate (other than your primary residence), rental income or investment equity will need to be verified during the approval process.

Eligibility

We will determine financial assistance eligibility based upon income and asset guidelines and the Federal Poverty Income Guidelines. Approved applications apply to USA Health University Hospital and USA Health Children's & Women's Hospital

accounts only and apply to the patient responsibility amount (amount due after insurance).

Notification of Eligibility

Applicants will be notified by letter regarding their financial assistance application status.

Continued Collections

Please Note: The financial assistance offered under this program does not apply to physician or other professional fees billed separately from the hospital fees.

For questions or assistance with the financial assistance application, please call our office at (251) 434-3505.

EXHIBIT "E"
BASE RENT SCHEDULE

Base Rent (to include Rent for the CON, and subject to the annual escalation provision in Section 3.1) during the Term of the Lease shall be as follows:

Monthly Base Rent:	August 1, 2024	Year 1	\$27,500.00
	August 1, 2025	Year 2	\$28,050.00
	August 1, 2026	Year 3	\$28,611.00
	August 1, 2027	Year 4	\$29,183.22
	August 1, 2028	Year 5	\$29,766.89
	August 1, 2029	Year 6	\$30,362.22
	August 1, 2030	Year 7	\$30,969.47
	August 1, 2031	Year 8	\$31,588.86
	August 1, 2032	Year 9	\$32,220.64
	August 1, 2033	Year 10	\$32,865.05

EXHIBIT "F"
PERMITTED ENCUMBRANCES

None.

EXHIBIT "G"
CONFIRMATION OF LEASE COMMENCEMENT

THIS CONFIRMATION OF LEASE COMMENCEMENT (the "Confirmation") is entered into on _____ day of _____, 2024, between **USA HEALTH HCA PROVIDENCE HOSPITAL, LLC**, an Alabama limited liability company and University Affiliate as defined in the University Authority Act of 2016, Ala. Code Section 16-17A-2(14), with its principal office located at 6801 Airport Boulevard, Mobile, AL 36608 ("Lessor") and **SAAD ENTERPRISES, INC.**, an Alabama corporation with its principal business office located at 1515 S. University Boulevard, Mobile, AL 36609-2958 ("Lessee").

WHEREAS, on or about the 1st day of August, 2024, Lessor and Lessee entered into that certain lease agreement whereby Lessee agreed to lease from Lessor and Lessor agreed to lease to Lessee the Leased Premises at 6801 Airport Boulevard, Mobile, AL 36608; and

WHEREAS, in accordance with Section 2.1.1. of the Lease, Lessor and Lessee are obligated to execute this Confirmation for the Leased Premises to evidence the Commencement Date of the Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee, intending to be legally bound hereby, agree as follows:

1. That the "Lessee Improvements" on the Leased Premises have been deemed as being substantially complete in accordance with the Lease, and Lessee has received the Certificate of Occupancy for the Leased Premises.

2. That Lessee has accepted and is in possession of the Premises, and acknowledges that, under the provisions of the Lease, the Initial Term of the lease is for five (5) years, with two (2) options to renew for periods of five (5) years each, and commenced upon the 1st day of August, 2024 (the "Commencement Date"), and is currently scheduled to expire on the 31st day of August 2029, unless extended or sooner terminated pursuant to any provision of the Lease.

3. That, in accordance with the Lease, Rent has commenced (or shall commence) on the _____ day of _____, 2024.

4. If the Commencement Date of the Lease is other than the first day of the month, the first month's Rent will contain a pro rata adjustment. Each monthly amount due thereafter shall be for the full amount of the monthly installment as provided for in the Lease.

5. Except as expressly modified herein, all other terms and conditions of the Lease shall remain in full force and effect.

6. This Confirmation may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

7. All capitalized terms not herein defined shall have the meanings ascribed to such terms in the Lease.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Confirmation of Lease Commencement as of the day and year first written above.

LESSOR:

USA Health HCA Providence Hospital, LLC

By: _____

Name: _____

Title: _____

Date _____

LESSEE:

Saad Enterprises, Inc.

By: _____

Name: _____

Title: _____

Date _____

867364

ARTICLES OF INCORPORATION

OF

SAAD ENTERPRISES, INC.

The undersigned, acting as incorporator of a corporation under the Code of Alabama, adopts the following Articles of Incorporation for such corporation:

1. The name of the corporation is Saad Enterprises, Inc.
2. The corporation shall be of perpetual duration.
3. The purposes for which the corporation is organized

are:

(a) To buy and sell all manner of real and personal property wherever situated in the world and to conduct all manner of legal commerce, whether by the providing of goods, services or information, insofar as allowed by law.

(b) To acquire, own, hold, improve, develop, operate, exploit, sell, lease, convey, assign, exchange, transfer, dispose of, pledge, mortgage, encumber, borrow money upon and in all other lawful ways to deal with any real and personal property, whether tangible or intangible, wherever located, including but not by way of limitation lands, buildings, office or business furniture, fixtures, equipment and machines, vaults, safes and motor vehicles, and any interests in any such assets, including but not by way of limitation the power to lease any property to any persons, firms, partnerships, associations or corporations, and to furnish any or all maintenance and management services in connection with any such property or leases.

(c) To have one or more offices, to conduct and carry on all business operations, and to own or otherwise deal with all kinds of property, either within or without this state, and in all other states, the District of Columbia, the territories, possessions and dependencies of the United States, and in all foreign countries, without restrictions as to place or amount.

(d) To enter into, make, perform and carry out contracts of every sort and kind which may be necessary or convenient for the business and objects of this corporation, or business of a similar nature, with any person, firm, partnership, association or corporation or with any governmental body or subdivision or agency thereof.

(e) To borrow or raise money without limitation as to amount; to sell, pledge, and otherwise dispose of and realize upon book accounts and other choses of action; to make, draw, accept, endorse, execute and issue bonds, debentures, notes or other obligations of any nature or in any manner for money so borrowed or in payment for property purchased or for any other of the objects and purposes of this corporation, and to secure the principal thereof and the interest thereon by mortgage upon, or a pledge of, or conveyance or assignment in trust of, the whole or any part of the property, real or personal, of this corporation, wherever situated and whether at the time owned or thereafter acquired; and, in such manner and upon such terms as the officers or board of directors may from time to time determine, to sell, exchange, pledge, to offer for discount, or otherwise dispose of any and all such bonds, debentures, notes, or other obligations; subject, however, that no bonded indebtedness shall be increased except in conformity with Section 234 of the Constitution of the State of Alabama.

(f) To cause or allow the legal title, or any estate, right, or interest in any property owned, acquired, controlled, leased, or operated by the corporation to remain or to be vested in the name of any person, firm, partnership, association or corporation as agent, trustee, or nominee of this corporation, upon such terms or conditions which the officers or the board of directors may consider for the benefit of this corporation.

(g) To employ, hire, and to appoint corporations, associations, partnerships, firms and individuals in any and all parts of the world to act as agents for this corporation in such capacity and upon such conditions as may be determined from time to time by the board of directors.

(h) To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust or other enterprise.

(i) To acquire by purchase, exchange, or otherwise, all or any part of, or any interest in, the properties, assets, business, and good will of any one or more persons, firms, partnerships, associations or corporations heretofore or hereafter engaged in any business for which a corporation may now or hereafter be organized under the laws of this State; to pay for the same in cash, property, or its own or other securities; to hold, operate, reorganize, liquidate, sell, or by any manner dispose of the whole or any part thereof; and, in conjunction therewith, to assume or guarantee performance of any liabilities, obligations, or contracts of such persons, firms, partnerships, associations or corporations, and to conduct the whole or any part of any business thus acquired.

(j) To provide, fund and carry out, and to abolish, revise, or amend any plan or plans for the participation by all

or any of the employees (including directors and officers of this corporation or of any corporation in which or in the welfare of which this corporation has any interest, and those actively engaged in the conduct of this corporation's business) in the profits of this corporation or of any branch or division thereof, and any deferred compensation and stock purchase plans, as part of the corporation's legitimate expenses, and including plans for the furnishing to such employees and persons or any of them, at this corporation's expense, of medical services, insurance against accident, sickness or death, pensions during old age, disability or unemployment, education, housing, social services, recreation, or other similar aids for their relief or general welfare, all in such manner and upon such terms and conditions as may be determined by the board of directors.

(k) To purchase (by means of tender, direct purchase, bids in the market or otherwise), take, receive, redeem, exchange, or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of, at any time or from time to time, any of its common or other stock, whether or not redeemable, or other securities, and to hold, sell, and transfer or re-issue the same; provided that purchases of its own shares of stock may be only to the extent of earned surplus and capital surplus; and provided that any shares of the common stock of the corporation acquired by the corporation shall, until the disposition, retirement or cancellation thereof, be held by the corporation as treasury shares, unless, prior to the acquisition of any such shares, the board of directors of the corporation shall have determined that such shares shall, upon the acquisition thereof, be restored to the status of authorized but unissued shares.

(l) To enter into any legal arrangements for sharing of profits, union of interest, reciprocal concessions, or cooperation, as partner, joint venturer, or otherwise, with any person, partnership, corporation, association, combination, organization, entity or other body whatsoever, domestic or foreign, carrying on or proposing to carry on, or any business or transaction deemed necessary, convenient or incidental to carrying out of any of the objects of this corporation.

(m) To endorse, or otherwise guarantee, or become a surety with respect to, or obligate itself for, or without becoming liable therefor, nevertheless, to pledge or mortgage all or any part of its properties to secure the payment of the principal of, and interest on, or either thereof, any bonds, including construction or performance bonds, debentures, notes, scrip, coupons, contracts or other obligations or evidences of indebtedness, or the performance of any contract, lease, construction, performance or other bond, mortgage, or obligation of any other corporation or association, domestic or foreign, or of any firm, partnership, joint venture, or other person whatsoever, in which this corporation may have a lawful interest, or on account of, or with respect to, any transaction in which this corporation shall receive any lawful

consideration, advantage or benefit, on any account whatsoever. Irrespective of any other profit, consideration, if any, irrespective of the relative net worth of the corporations, associations, or persons involved, and of the relative amounts of obligations involved, this corporation shall be deemed to have a lawful interest in any corporation, association, firm, partnership, joint venture or person (A) which owns stock in this corporation, or (B) which owns stock in another corporation which owns stock in this corporation, or (C) in which this corporation owns stock, or (D) in which another corporation owns stock which also owns stock in this corporation, or (E) in which any one or more persons who own stock in this corporation also owns stock, or (F) which or who has entered into any contractual arrangement pursuant to which any such corporation, association, firm, partnership or person undertakes corresponding or like obligations of endorsement, guarantee, or suretyship, with respect to all or any such obligations or evidences of indebtedness, contracts of this corporation, or which may engage with this corporation, in the conduct of any joint venture or enterprise, or in the use of common facilities or services.

(n) To lend money and use its credit to assist its employees.

(o) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

(p) To make donations for the public welfare or for charitable, scientific or educational purposes.

(q) To carry on any other business in connection with the foregoing.

(r) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of this corporation, to the same extent as natural persons might or could do and in any part of the world, as principal, factor, agent, contractor, or otherwise, either alone or in conjunction with any person, firm, partnership, association, corporation or any entity of whatsoever kind, and to do any and all such acts and things and to exercise any and all such powers to the full extent authorized or permitted to a corporation under any laws that may be now or hereafter applicable or available to this corporation.

The foregoing clauses, and each phrase thereof, shall be construed as objects and purposes of this corporation, as well as powers and provisions for the regulation of the business and the conduct of the affairs of the corporation, the directors,

and stockholders thereof, all in addition to those powers specifically conferred upon the corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of purposes and powers shall not be held to limit or restrict in any manner the powers of the corporation otherwise granted by law. Nothing herein contained, however, shall be construed as authorizing this corporation to carry on the business of banking or that of a trust company or the business of insurance.

4. The aggregate number of shares which the corporation shall have authority to issue is Ten Thousand (10,000) shares of common stock of the par value of One Dollar (\$1.00) each.

5. The address of the initial registered office of the corporation is 2300 Airport Boulevard, Mobile, Alabama, and the name of the initial registered agent at such address is Elias John Saad.

6. The number of directors constituting the board of directors of the corporation is seven (7), and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are:

Dorothy S. Saad
2300 Airport Boulevard
Mobile, Alabama

Elias John Saad
2300 Airport Boulevard
Mobile, Alabama

Barbara Saad Fulgham
2300 Airport Boulevard
Mobile, Alabama

Alexander James Saad
2300 Airport Boulevard
Mobile, Alabama

Gregory B. Saad
2300 Airport Boulevard
Mobile, Alabama

Dorothy Ann Saad
2300 Airport Boulevard
Mobile, Alabama

Leland L. Saad
2300 Airport Boulevard
Mobile, Alabama

7. The name and address of each incorporator is:

Janet P. Spencer
601 Bel Air Boulevard
Mobile, Alabama 36606

8. Provisions for the regulation of the internal affairs of the corporation are:

(a) The bylaws of the corporation shall contain provisions for the regulation and management of the internal affairs of the corporation not inconsistent with any provisions of the Articles of Incorporation, and not inconsistent with the laws of the State of Alabama. The initial bylaws of the corporation shall be adopted by the shareholders. The bylaws of the corporation shall be subject to alteration, amendment or repeal, and new bylaws may be adopted by the affirmative vote of a majority of the directors; provided, however, that the board of directors may not alter, amend or repeal any bylaw establishing what constitutes a quorum at shareholders' meetings.

(b) This corporation may from time to time issue its shares of stock for such consideration (but not less than par if such shares have a par value) as may be fixed from time to time by the board of directors and may receive payment therefor, in whole or in part, in money, in other property (real or personal, tangible or intangible) or in labor or services actually performed for the corporation. In the absence of actual fraud in the transaction, the judgment of the board of directors as to the value of such labor, services or property shall be conclusive. Any and all shares so issued for which the consideration so fixed shall have been paid or delivered shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payment in respect thereof. Neither promissory notes nor future services shall constitute payment or part payment for the issuance of shares of the corporation.

(c) This corporation may, from time to time, lawfully enter into any agreement to which all, or less than all, the holders of record of the issued and outstanding shares of its capital stock shall be parties, restricting the transfer of any or all shares of its capital stock represented by certificates therefor upon such reasonable terms and conditions as may be

approved by the board of directors of this corporation, provided that such restrictions be noted conspicuously upon each certificate representing such shares.

(d) No contract or other transaction between this corporation and one or more of its directors, or between this corporation and any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, if the contract or transaction is fair and reasonable to the corporation and if either:

(1) The fact of such relationship or interest is disclosed to the board of directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors or

(2) The fact of such relationship or interest is disclosed to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent.

Common or interested directors may not be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

9. No sale of shares shall be made by any shareholder to any person who is not a shareholder of the corporation, except as follows:

(a) In the event any shareholder desires to sell his shares or any portion thereof, to any person who is not a shareholder of the corporation, he shall first submit to the shareholders of the corporation satisfactory evidence of an agreement to purchase such shares by such third person and the price to be paid therefore.

(b) In the event the remaining shareholders agree to purchase said shares at the same price which the shareholders can receive from the third party, then the shares shall be sold to the shareholders of the corporation in such proportionate amounts as their respective shareholders of the corporation.

(c) In the event that any of the shareholders do not desire to purchase said shares, then such shares shall be sold at the same price which the shareholder can receive from the third party to such of the shareholders who may desire to purchase the same, in the same proportion as above set forth.

(d) No shares shall be sold to any person other than the shareholders of the corporation until each of the shareholders shall have been afforded an opportunity to purchase such shares at the price as above set forth and shall have declined to do so.

(e) Notice in writing to the shareholders of the corporation of the desire of any shareholder to sell his shares shall be given by such shareholder, and at the time, satisfactory evidence set forth. Shareholders shall have Thirty (30) days time after the receipt of such notice within which to elect in writing to purchase same shares or to decline to do so.

10. The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter provided by law, and all rights conferred upon officers, directors and shareholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto subscribed her signature to these Articles of Incorporation this 12th day of March, 1984.

RECORD FEE \$25.50
STATE OF ALABAMA
1 CERTIFICATE OF INCORPORATION
MAR 13 12 18 PM '84
TO THE CLERK OF THE COURT
COUNTY OF MOBILE
JANET P. SPENCER
JANET P. SPENCER

Janet P. Spencer (SEAL)
Janet P. Spencer

Notice is given as required by Alabama law that this instrument was prepared by E. J. Saad, Brown, Hudgens, Richardson, Whitfield & Gillion, P. C., 601 Bel Air Boulevard, Mobile, Alabama 36606.

STATE OF ALABAMA

§

PROBATE OF SAID COUNTY

§

COUNTY OF MOBILE

§

CERTIFICATE OF INCORPORATION OF

SAAD ENTERPRISES, INC.

KNOW YE, That Janet P. Spencer

.....and

your associates and successors are duly organized as a corporation under the name of

SAAD ENTERPRISES, INC. for the purposes expressed in the

ARTICLES OF INCORPORATION filed in the Office of the Probate Judge of Mobile County,

Alabama on the 13th day of March 1984 having the

powers, capacity and authority conferred by law. The said Corporation

977548

ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
SAAD ENTERPRISES, INC.

Pursuant to the provisions of Section 10-2A-113, Code of Alabama, 1975, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Saad Enterprises, Inc.

SECOND: The following Amendment to the Articles of Incorporation was adopted by the shareholders of said corporation on the 6th day of December, 1985, in the manner prescribed by the Alabama Business Corporation Act.

That the paragraph designated 4. in said Articles of Incorporation be amended to read as follows:

4. The aggregate number of shares which the corporation shall have authority to issue is One Million (1,000,000) shares of common stock of the par value of One Cent (\$.01) each.

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 10,000 shares; and the number of shares entitled to vote thereon was 10,000 shares.

FOURTH: The numbers of shares voted for such amendment was 10,000 shares; and the number of shares voted against such amendment was 0.

DONE this 12th day of December, 1985

BY: Barth J. Saad
PRESIDENT

BY: Barbara M. Lybman
SECRETARY

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, Jenni Klein, a Notary Public, do hereby certify that on the 12th day of December, 1984, personally appeared before me Barth J. Saad and Barbara M. Lybman, who, being by me first duly sworn, declares that they were the President and Secretary of Saad Enterprises, Inc., that they signed the foregoing document as the President and Secretary of the corporation, and that the statements therein contained are true.

Jenni Klein
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/89

Pursuant to the requirements of Alabama law, notice is given that this instrument was prepared by Stephanie K. Alexander, Attorney at Law, Corporate Counsel, Saad Enterprises, Inc., 2654 Cameron Street, Suite A-2, Mobile, Alabama 36607.

RECORD FEE
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

DEC 13 3 14 PM '85

RECORDED & INDEXED
DEED TAX \$3.00
MORTGAGE TAX \$1.00
BEEN PAID ON THIS INSTRUMENT

CLERK OF COURSE

STATE OF ALABAMA

§

PROBATE COURT OF SAID COUNTY

§

COUNTY OF MOBILE

§

CERTIFICATE OF AMENDMENT OF


SAAD ENTERPRISES, INC.

KNOW YE, that ARTICLES OF AMENDMENT of

SAAD ENTERPRISES, INC.

..... were filed for record in the Office
of the Judge of Probate of Mobile County, Alabama on the 13th day of December
198 5; said ARTICLES appearing to conform to law, the corporation under the name of
SAAD ENTERPRISES, INC.
..... is hereby AMENDED as to the
item(s) stated therein.

WITNESS, my hand and seal of the Probate Court of Mobile County, Alabama, this 13th
day of December 198 5


L.W. NOONAN
Judge of Probate
Mobile County, Alabama

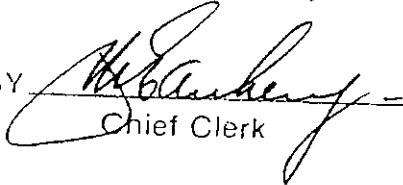
STATE OF ALABAMA
MOBILE COUNTY

I, L. W. Noonan, Judge of Probate in and for said State and County do hereby certify
that the attached 3 pages(s) is a true and correct copy of the instrument that
appears of record in my office in RP Book 2854 Page 361.

GIVEN under my hand and seal of office this 13th day of
December 19 85.

L. W. NOONAN, Judge of Probate

BY


Chief Clerk

20-13-78
ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION
OF
SAAD ENTERPRISES, INC.

Pursuant to Section 10-2A-113 of the Code of Alabama (1975), Saad Enterprises, Inc., adopts the following Articles of Amendment of its Articles of Incorporation:

FIRST: The name of the corporation is Saad Enterprises, Inc.

SECOND: The following amendments to the Articles of Incorporation were adopted upon the unanimous written consent of all of the shareholders and all of the members of the Board of Directors of the Corporation on the 1st day of April, 1993, in the manner prescribed by the Alabama Business Corporation Act:

Numbered Paragraph 4 of the Articles of Incorporation, which was subsequently amended by an Amendment to the Articles of Incorporation filed on December 6, 1985, is deleted as currently constituted so that said Paragraph 4 of the Articles of Incorporation shall hereinafter read in its entirety as follows:

"The total number of shares which the Corporation shall have the authority to issue shall be Ten Thousand (10,000) shares of common capital stock of the par value of One Dollar (\$1.00) per share, constituting total authorized capital of Ten Thousand Dollars (\$10,000) and consisting of such one class only."

Numbered Paragraph 8 of the Articles of Incorporation shall be amended by adding after the lettered subparagraphs (a) through (d), additional sub-paragraphs (e) and (f), which will provide as follows:

99019166

"(e) In all elections for directors, every shareholder shall have the right to vote, in person or by proxy, the number of shares owned by him, for as many persons as there are directors to be elected, or to accumulate said shares and to give one candidate as many votes as the number of directors multiplied by the number of his shares shall equal, or to distribute them on the same principle among as many candidates as he shall see fit.

(f) The number of members of the Board of Directors from and after April 1, 1993, shall be eight (8)."


THIRD: The increase in the par value of the shares increases the stated capital of the Corporation from \$61.36 to \$6,136.00.

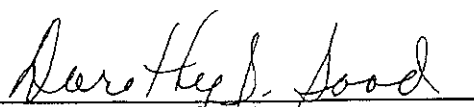
FOURTH: There are 6,136 outstanding shares of the Corporation, all being voting common shares entitled to vote on these amendments.

FIFTH: The holders of all 6,136 shares unanimously voted in favor of the adoption of these amendments and such vote was exercised by virtue of the signing of a Unanimous Written Consent executed by each and every one of the shareholders.

DATED this 1st day of April, 1993.

SAAD ENTERPRISES, INC.

BY: 
BARBARA S. FULGHAM
As Its Secretary

BY: 
DOROTHY S. SAAD
As its President

1961-1962

BARBARA S. FULGHAM
Secretary

COUNTY OF MOBILE

Florence M. Foley
NOTARY PUBLIC
My Commission Expires: 01/07/96

b:aa-saad.smj

RECORDED
FILED
STATE OF ALA. FILE NO. 11-00
CERTIFY THIS INSTRUMENT
WAS FILED & RECORDED
1994 NOV -3 PM 3:53
HUGO TAX CREDIT TAX HAS
MIN EXEMPT TAX WAS
SEEN P.O. IN THIS INSTRUMENT
JUDGE OF PROBATE

State of Alabama
Mobile County

CERTIFICATE OF _____

OF


The undersigned, as Judge of Probate of Mobile County,
State of Alabama, hereby certifies that the foregoing Articles of

duly signed and verified pursuant to the provisions of Alabama
_____ Corporation Act, have been received in this office
and are found to conform to law.

Accordingly the undersigned, as such Judge of Probate, and by
virtue of the authority vested in him by law, hereby, issues this
Certificate of _____
of _____

Given Under My Hand and Official Seal on this the _____
day of _____, 19 _____




L. W. Noonan
Judge of Probate
Mobile County, Alabama

6901910174

STATE OF ALABAMA)

COUNTY OF MOBILE)

RESOLUTION OF THE BOARD OF DIRECTORS

On the 31st day of November, 1994, a meeting of the Board of Directors, (the "Board"), of Saad Enterprises, Inc., (Corporation), was held at the offices of the Corporation located in Mobile, Alabama. A quorum of the Board being present, the following resolution was approved by the Board, as follows:

BE IT RESOLVED, that the Articles of Incorporation of the Saad Enterprises, Inc., be amended to read as follows:

- "1. The name of the corporation is Saad Enterprises, Inc.
2. The corporation shall be of perpetual duration.
3. The purposes for which the corporation is organized are:
 - (a) To engage in the providing of health care services and the sales of related goods and services to individuals and other entities.
 - (b) To acquire, own, hold, improve, develop, operate, exploit, sell, lease, convey, assign, exchange, transfer, dispose of, pledge, mortgage, encumber, borrow money upon and in all other lawful ways to deal with any real and personal property, whether tangible or intangible, wherever located, including but not by way of limitation lands, buildings, office or business furniture, fixtures, equipment and machines, vaults, safes and motor vehicles, and any interest in any such assets including but not by way of limitation the power to lease any property to any persons, firms, partnerships, associations or corporation, and to furnish any or all maintenance and management services in connection with any such property or leases.
 - (c) To have one or more offices, to conduct and carry on all business operations, and to own or otherwise deal with all kinds of property, either within or without this state, and in all other states, the District of Columbia, the territories, possessions and dependencies of the United States, and in all foreign countries, without restrictions as to place or amount.

- (d) To enter into, make, perform and carry out contracts of every sort and kind which may be necessary or convenient for the business and objects of this corporation, or business of a similar nature, with any person, firm, partnership, association or corporation or with any governmental body or subdivision or agency thereof.
- (e) To borrow or raise money without limitation as to amount; to sell, pledge, and otherwise dispose of and realize upon book accounts and other choices of action; to make, draw, accept, endorse, execute and issue bonds, debentures, notes or other obligations or any nature or in any manner for money so borrowed or in payment for property purchased or for any other of the objects and purposes of this corporation, and to secure the principal thereof and the interest thereon by mortgage upon, or a pledge of, or conveyance of assignment in trust of, the whole or any part of the property, real or personal, of this corporation, wherever situated and whether at the time owned or thereafter acquired; and, in such manner and upon such terms as the officers or board of directors may from time to time determine, to sell, exchange, pledge, to offer for discount, or otherwise dispose of any and all such bonds, debentures, notes, or other obligations; subject, however, that no bonded indebtedness shall be increased except in conformity with Section 234 of the Constitution of the State of Alabama.
- (f) To cause or allow the legal title, or any estate, right, or interest in any property owned, acquired, controlled, leased, or operated by the corporation to remain or to be vested in the name of any person, firm, partnership, association or corporation as agent, trustee, or nominee of this corporation upon such terms or conditions which the officers or the board of directors may consider for the benefit of this corporation.
- (g) To employ, hire, and to appoint corporations, associations, partnerships, firms and individuals in any and all parts of the world to act as agents for this corporation in such capacity and upon such conditions as may be determined from time to time by the board of directors.
- (h) To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust or other enterprise.
- (i) To acquire by purchase, exchange, or otherwise, all or any part of, or any interest in, the properties, assets, business, and good will of any one or more persons, firms, partnerships, associations or corporations heretofore or hereafter engaged in any business for which a corporation may now or hereafter be organized under the laws of this State; to pay for the same in cash, property, or its own or other securities; to hold, operate, reorganize, liquidate, sell, or by any manner dispose of the whole or any part thereof; and, in conjunction

therewith, to assume or guarantee performance of any liabilities, obligations, or contracts of such persons, firms, partnerships, associations or corporations, and to conduct the whole or any part of any business thus acquired.

- (j) To provide, fund and carry out, and to abolish, revise, or amend any plan or plans for the participation by all or any of the employees (including directors and officers of this corporation or of any corporation in which or in the welfare of which this corporation has any interest, and those actively engaged in the conduct of this corporation's business) in the profits of this corporation or of any branch or division thereof, and any deferred compensation and stock purchase plans, as part of the corporation's legitimate expenses, and including plans for the furnishing to such employees and persons or any of them, at this corporation's expense, of medical services, insurance against accident, sickness or death, pensions during old age, disability or unemployment, education, housing, social services, recreation, or other similar aids for their relief or general welfare, all in such manner and upon such terms and conditions as may be determined by the board of directors.
- (k) To purchase (by means of tender, direct purchase, bids in the market or otherwise), take, receive, redeem, exchange, or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of, at any time or from time to time, any of its common or other stock, whether or not redeemable, or other securities, and to hold, sell, and transfer or re-issue the same; provided that purchases of its own shares of stock may be only to the extent of earned surplus and capital surplus; and provided that any shares of the common stock of the corporation acquired by the corporation shall, until the disposition, retirement or cancellation thereof, be held by the corporation as treasury shares, unless, prior to the acquisition of any such shares, the board of directors of the corporation shall have determined that such shares shall, upon the acquisition thereof, be restored to the status of authorized but unissued shares.
- (l) To enter into any legal arrangements for sharing of profits, union of interest, reciprocal concessions, or cooperation, as partner, joint venturer, or otherwise, with any person, partnership, corporation, association, combination, organization, entity or other body whatsoever, domestic or foreign, carrying on or proposing to carry on, or any business or transaction deemed necessary, convenient or incidental to carrying out of any of the objects of this corporation.
- (m) To endorse, or otherwise guarantee, or become a surety with respect to, or obligate itself for, or without becoming liable therefor, nevertheless, to pledge or mortgage all of any part of its properties to secure the payment of the principal of, and interest on, or either thereof, any bonds, including

construction or performance bonds, debentures, notes, scrip, coupons, contracts or other obligations or evidences of indebtedness, or the performance of any contract, lease, construction, performance or other bond, mortgage, or obligation of any other corporation or association, domestic or foreign, or of any firm, partnership, joint venture, or other person whatsoever, in which this corporation may have a lawful interest, or on account of, or with respect to, any transaction in which this corporation shall receive any lawful consideration, advantage or benefit, on any account whatsoever. Irrespective of any other profit, consideration, if any, irrespective of the relative net worth of the corporations, associations, or persons involved, and of the relative amounts of obligations involved, this corporation shall be deemed to have a lawful interest in any corporation, association, firm, partnership, joint venture or person (A) which owns stock in this corporation, or (B) which owns stock in another corporation which owns stock in this corporation, or (C) in which this corporation owns stock, or (D) in which another corporation owns stock which also owns stock in this corporation, or (E) in which any one or more persons who own stock in this corporation also owns stock, or (F) which or who has entered into any contractual arrangement pursuant to which any such corporation, association, firm, partnership or person undertakes corresponding or like obligations of endorsement, guarantee, or suretyship, with respect to all or any such obligations or evidences of indebtedness, contracts of this corporation, or which may engage with this corporation, in the conduct of any joint venture or enterprise, or in the use of common facilities or services.

- (n) To lend money and use its credit to assist its employees.
- (o) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.
- (p) To make donations for the public welfare or for charitable, scientific or educational purposes.
- (q) To carry on any other business in connection with the foregoing.
- (r) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of this corporation, to the same extent as natural persons might or could do and in any part of the world, as principal, factor, agent, contractor, or otherwise, either alone or in conjunction with any person, firm, partnership, association, corporation or any entity of whatsoever kind, and to do any and all such acts and things and to exercise any and all such powers to the full extent authorized or permitted to a corporation under any laws that

may be now or hereafter applicable or available to this corporation.

The foregoing clauses, and each phrase thereof, shall be construed as objects and purposes of this corporation, as well as powers and provisions for the regulation of the business and the conduct of the affairs of the corporation, the directors and stockholders thereof, all in addition to those powers specifically conferred upon the corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of purposes and powers shall not be held to limit or restrict in any manner the powers of the corporation otherwise granted by law. Nothing herein contained, however, shall be construed as authorizing this corporation to carry on the business of banking or that of a trust company or the business of insurance.

4. The aggregate number of shares which the corporation shall have authority to issue is Fifty Thousand (50,000) shares of common stock of the par value of One and No/100 (\$1.00) Dollar each.

5. The incorporator and initial registered office of the corporation is as follows:

- (a) The address of the incorporator of the corporation is 601 Bel Air Blvd. , Mobile, Alabama 36606, and the name of the incorporator at such address is Janet P. Spencer.
- (b) The address of the registered office of the corporation is 6207 Cottage Hill Road, Suite G, Mobile, Alabama 36609, and the name of the registered agent at such address is Alexander J. Saad.

6. The number of directors constituting the board of directors of the corporation is eight (8). Such number of directors may be changed from time to time by amendment to the by-laws or the corporation. The names and addresses of the persons who are to serve as directors until the next following annual meeting of shareholders or until their successors are elected and qualified are:

Mr. John E. Saad
5913 Shenandoah Dr. N.
Mobile, Alabama 36609

Mrs. Dorothy S. Saad
5913 Shenandoah Dr. N.
Mobile, Alabama 36609

Mr. E. J. Saad
5900 McDonald Rd.
Theodore, Alabama 36582

Mr. Henry B. Fulgham
5917 Shenandoah Road North
Mobile, Alabama 36608

Mr. Alexander J. Saad
4 Confederate Point
Spanish Fort, Alabama 36527

Mrs. Dorothy Saad Dunning
8101 Fairway Villa
Gautier, MS. 39553

Mr. Gregory B. Saad
2401 Ryegate Court
Mobile, Alabama 36609

Mr. Leland L. Saad
2601 Charleston Oak Court
Mobile, Alabama 36695

7. Provisions for the regulation of the internal affairs of the corporation are:

- (a) The By-laws of the corporation shall contain provisions for the regulation and management of the internal affairs of the corporation not inconsistent with any provisions of the Articles of Incorporation, and not inconsistent with the laws of the State of Alabama. The initial By-laws of the corporation shall be adopted by the shareholders. The By-laws of the corporation shall be subject to alteration, amendment or repeal, and new By-laws may be adopted by the affirmative vote of a majority of the directors; provided, however, that the board of directors may not alter, amend or repeal any By-law establishing what constitutes a quorum at shareholders' meetings.
- (b) This corporation may from time to time issue its shares of stock for such consideration (but not less than par if such shares have a par value) as may be fixed from time to time by the board of directors and may receive payment therefor, in whole or in part, in money, or other property (real or personal, tangible or intangible) or in labor or services actually performed for the corporation. In the absence of actual fraud in the transaction, the judgment of the board of directors as to the value of such labor, services or property shall be conclusive. Any and all shares so issued for which the consideration so fixed shall have been paid or delivered shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payment in respect thereof. Neither promissory notes nor future services shall constitute payment or part payment for the issuance of shares of the corporation.

(c) This corporation may, from time to time, lawfully enter into any agreement to which all, or less than all, the holders of record of the issued and outstanding shares of its capital stock shall be parties, restricting the transfer of any or all shares of its capital stock represented by certificates therefor upon such reasonable terms and conditions as may be approved by the board of directors of this corporation, provided that such restrictions be noted conspicuously upon each certificate representing such shares.

(d) No contract or other transaction between this corporation and one or more of its directors, or between this corporation and any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, if the contract or transaction is fair and reasonable to the corporation and if either:

(1) The fact of such relationship or interest is disclosed to the board of directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

(2) The fact of such relationship or interest is disclosed to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent.

Common or interested directors may not be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

8. The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter provided by law, and all rights conferred upon officers, directors and shareholders herein are granted subject to this reservation.

9. No sale of shares shall be made by any shareholder to any person who is not a shareholder of the corporation, except as follows:

(a) In the event any shareholder desires to sell his shares or a any portion thereof, to any person who is not a shareholder of the corporation, he shall first submit to the shareholders of the corporation satisfactory evidence of an agreement to purchase such shares by such third person and the price to be paid therefore.

- (b) In the event the remaining shareholders agree to purchase said shares at the same price which the shareholders can receive from the third party, then the shares shall be sold to the shareholders of the corporation in such proportionate amounts as their respective shareholders of the corporation.
- (c) In the event that any of the shareholders do not desire to purchase said shares, then such shares shall be sold at the same price which the shareholder can receive from the third party to such of the shareholders who may desire to purchase the same, in the same proportion as above set forth.
- (d) No shares shall be sold to any person other than the shareholders of the corporation until each of the shareholders shall have been afforded an opportunity to purchase such shares at the price as above set forth and shall have declined to do so.
- (e) Notice in writing to the shareholders of the corporation of the desire of any shareholder to sell his shares shall be given by such shareholder, and at the time, satisfactory evidence set forth. Shareholders shall have thirty (30) days time after the receipt of such notice within which to elect in writing to purchase same shares or to decline to do so.

10. Each shareholder shall have such preemptive rights as are provided by Ala. Code, (1975), §10-2A-44; provided, however, that the shareholder's right to exercise his or her preemptive rights as to any shares of stock shall not extend beyond the thirtieth (30th) day next following the date of notice by the corporation of its intent to sell shares of the corporation, which said notice shall state: (i) the total number of shares offered to all shareholders; (ii) the proportion of his or her holdings of such class of shares; (iii) the number of shares available to each shareholder based on his or her respective proportionate holdings; (iv) the price, which may be in excess of par value, and/or other terms as shall be fixed and determined by the board of directors; (v) the date and place of the sale shall occur and (vi) the identity of the person conducting the sale. In the event that all shares offered to any shareholder are not purchased by said shareholder, on the date of the sale or any written extension thereof as is signed by the president and secretary of the corporation, then, in such event, the shares not purchased shall then be offered for sale to those shareholders who purchased their respective shares and at no less a price and under similar terms as had been offered to the declining shareholder(s). Any remaining shares shall be available to persons other than existing shareholders of the corporation or, if the shareholders determine, by a majority vote, said unsold shares may be withdrawn from sale to any person. To the extent that the rights and/or procedure set forth herein is different from that provided by Alabama law, then all other or different preemptive rights are deemed to be denied and non-existent to the result that no shareholder shall have preemptive rights which are different or greater than set forth herein.

11. For the purpose of the election of directors of the corporation and for no other purpose, each shareholder of the corporation shall be entitled to vote his or her shares through the process of cumulative voting."

Dorothy S. Saad Pres.
DOROTHY S. SAAD, PRESIDENT

AMENDMENT OF THE
ARTICLES OF INCORPORATION
OF
SAAD ENTERPRISES, INC.

By resolution of the Board of Directors, upon the affirmative vote of the shareholders of Saad Enterprises, Inc., and pursuant to Ala. Code §10-2B-10.03 and §10-2B-10.06 the Corporation's Articles of Incorporation are amended as follows:

1. The name of the corporation is Saad Enterprises, Inc.
2. The Articles of Incorporation are amended as follows:
 - "1. The name of the corporation is Saad Enterprises, Inc.
 2. The corporation shall be of perpetual duration.
 3. The purposes for which the corporation is organized are:
 - (a) To engage in the providing of health care services and the sales of related goods and services to individuals and other entities.
 - (b) To acquire, own, hold, improve, develop, operate, exploit, sell, lease, convey, assign, exchange, transfer, dispose of, pledge, mortgage, encumber, borrow money upon and in all other lawful ways to deal with any real and personal property, whether tangible or intangible, wherever located, including but not by way of limitation lands, buildings, office or business furniture, fixtures, equipment and machines, vaults, safes and motor vehicles, and any interest in any such assets including but not by way of limitation the power to lease any property to any persons, firms, partnerships, associations or corporation, and to furnish any or all maintenance and management services in connection with any such property or leases.
 - (c) To have one or more offices, to conduct and carry on all business operations, and to own or otherwise deal with all kinds of property, either within or without this state, and in all other states, the District of Columbia, the territories, possessions and dependencies of the United States, and in all foreign countries, without restrictions as to place or amount.

- (d) To enter into, make, perform and carry out contracts of every sort and kind which may be necessary or convenient for the business and objects of this corporation, or business of a similar nature, with any person, firm, partnership, association or corporation or with any governmental body or subdivision or agency thereof.
- (e) To borrow or raise money without limitation as to amount; to sell, pledge, and otherwise dispose of and realize upon book accounts and other choices of action; to make, draw, accept, endorse, execute and issue bonds, debentures, notes or other obligations or any nature or in any manner for money so borrowed or in payment for property purchased or for any other of the objects and purposes of this corporation, and to secure the principal thereof and the interest thereon by mortgage upon, or a pledge of, or conveyance of assignment in trust of, the whole or any part of the property, real or personal, of this corporation, wherever situated and whether at the time owned or thereafter acquired; and, in such manner and upon such terms as the officers or board of directors may from time to time determine, to sell, exchange, pledge, to offer for discount, or otherwise dispose of any and all such bonds, debentures, notes, or other obligations; subject, however, that no bonded indebtedness shall be increased except in conformity with Section 234 of the Constitution of the State of Alabama.
- (f) To cause or allow the legal title, or any estate, right, or interest in any property owned, acquired, controlled, leased, or operated by the corporation to remain or to be vested in the name of any person, firm, partnership, association or corporation as agent, trustee, or nominee of this corporation upon such terms or conditions which the officers or the board of directors may consider for the benefit of this corporation.
- (g) To employ, hire, and to appoint corporations, associations, partnerships, firms and individuals in any and all parts of the world to act as agents for this corporation in such capacity and upon such conditions as may be determined from time to time by the board of directors.
- (h) To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust or other enterprise.
- (i) To acquire by purchase, exchange, or otherwise, all or any part of, or any interest in, the properties, assets, business, and good will of any one or more persons, firms, partnerships, associations or corporations heretofore or hereafter engaged in any business for which a corporation may now or hereafter be organized under the laws of this State; to pay for the same in cash, property, or its own or other securities; to hold, operate, reorganize, liquidate, sell, or by any manner dispose of the whole or any part thereof; and, in conjunction

therewith, to assume or guarantee performance of any liabilities, obligations, or contracts of such persons, firms, partnerships, associations or corporations, and to conduct the whole or any part of any business thus acquired.

- (j) To provide, fund and carry out, and to abolish, revise, or amend any plan or plans for the participation by all or any of the employees (including directors and officers of this corporation or of any corporation in which or in the welfare of which this corporation has any interest, and those actively engaged in the conduct of this corporation's business) in the profits of this corporation or of any branch or division thereof, and any deferred compensation and stock purchase plans, as part of the corporation's legitimate expenses, and including plans for the furnishing to such employees and persons or any of them, at this corporation's expense, of medical services, insurance against accident, sickness or death, pensions during old age, disability or unemployment, education, housing, social services, recreation, or other similar aids for their relief or general welfare, all in such manner and upon such terms and conditions as may be determined by the board of directors.
- (k) To purchase (by means of tender, direct purchase, bids in the market or otherwise), take, receive, redeem, exchange, or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of, at any time or from time to time, any of its common or other stock, whether or not redeemable, or other securities, and to hold, sell, and transfer or re-issue the same; provided that purchases of its own shares of stock may be only to the extent of earned surplus and capital surplus; and provided that any shares of the common stock of the corporation acquired by the corporation shall, until the disposition, retirement or cancellation thereof, be held by the corporation as treasury shares, unless, prior to the acquisition of any such shares, the board of directors of the corporation shall have determined that such shares shall, upon the acquisition thereof, be restored to the status of authorized but unissued shares.
- (l) To enter into any legal arrangements for sharing of profits, union of interest, reciprocal concessions, or cooperation, as partner, joint venturer, or otherwise, with any person, partnership, corporation, association, combination, organization, entity or other body whatsoever, domestic or foreign, carrying on or proposing to carry on, or any business or transaction deemed necessary, convenient or incidental to carrying out of any of the objects of this corporation.
- (m) To endorse, or otherwise guarantee, or become a surety with respect to, or obligate itself for, or without becoming liable therefor, nevertheless, to pledge or mortgage all of any part of its properties to secure the payment of the principal of, and interest on, or either thereof, any bonds, including

construction or performance bonds, debentures, notes, scrip, coupons, contracts or other obligations or evidences of indebtedness, or the performance of any contract, lease, construction, performance or other bond, mortgage, or obligation of any other corporation or association, domestic or foreign, or of any firm, partnership, joint venture, or other person whatsoever, in which this corporation may have a lawful interest, or on account of, or with respect to, any transaction in which this corporation shall receive any lawful consideration, advantage or benefit, on any account whatsoever. Irrespective of any other profit, consideration, if any, irrespective of the relative net worth of the corporations, associations, or persons involved, and of the relative amounts of obligations involved, this corporation shall be deemed to have a lawful interest in any corporation, association, firm, partnership, joint venture or person (A) which owns stock in this corporation, or (B) which owns stock in another corporation which owns stock in this corporation, or (C) in which this corporation owns stock, or (D) in which another corporation owns stock which also owns stock in this corporation, or (E) in which any one or more persons who own stock in this corporation also owns stock, or (F) which or who has entered into any contractual arrangement pursuant to which any such corporation, association, firm, partnership or person undertakes corresponding or like obligations of endorsement, guarantee, or suretyship, with respect to all or any such obligations or evidences of indebtedness, contracts of this corporation, or which may engage with this corporation, in the conduct of any joint venture or enterprise, or in the use of common facilities or services.

- (n) To lend money and use its credit to assist its employees.
- (o) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.
- (p) To make donations for the public welfare or for charitable, scientific or educational purposes.
- (q) To carry on any other business in connection with the foregoing.
- (r) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of this corporation, to the same extent as natural persons might or could do and in any part of the world, as principal, factor, agent, contractor, or otherwise, either alone or in conjunction with any person, firm, partnership, association, corporation or any entity of whatsoever kind, and to do any and all such acts and things and to exercise any and all such powers to the full extent authorized or permitted to a corporation under any laws that

may be now or hereafter applicable or available to this corporation.

The foregoing clauses, and each phrase thereof, shall be construed as objects and purposes of this corporation, as well as powers and provisions for the regulation of the business and the conduct of the affairs of the corporation, the directors and stockholders thereof, all in addition to those powers specifically conferred upon the corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of purposes and powers shall not be held to limit or restrict in any manner the powers of the corporation otherwise granted by law. Nothing herein contained, however, shall be construed as authorizing this corporation to carry on the business of banking or that of a trust company or the business of insurance.

4. The aggregate number of shares which the corporation shall have authority to issue is Fifty Thousand (50,000) shares of common stock of the par value of One and No/100 (\$1.00) Dollar each.

5. The incorporator and initial registered office of the corporation is as follows:

- (a) The address of the incorporator of the corporation is 601 Bel Air Blvd. , Mobile, Alabama 36606, and the name of the incorporator at such address is Janet P. Spencer.
- (b) The address of the registered office of the corporation is 6207 Cottage Hill Road, Suite G, Mobile, Alabama 36609, and the name of the registered agent at such address is Alexander J. Saad.

6. The number of directors constituting the board of directors of the corporation is eight (8). Such number of directors may be changed from time to time by amendment to the by-laws or the corporation. The names and addresses of the persons who are to serve as directors until the next following annual meeting of shareholders or until their successors are elected and qualified are:

Mr. John E. Saad
5913 Shenandoah Dr. N.
Mobile, Alabama 36609

Mrs. Dorothy S. Saad
5913 Shenandoah Dr. N.
Mobile, Alabama 36609

Mr. E. J. Saad
5900 McDonald Rd.
Theodore, Alabama 36582

Mr. Henry B. Fulgham
5917 Shenandoah Road North
Mobile, Alabama 36608

Mr. Alexander J. Saad
4 Confederate Point
Spanish Fort, Alabama 36527

Mrs. Dorothy Saad Dunning
8101 Fairway Villa
Gautier, MS 39553

Mr. Gregory B. Saad
2401 Ryegate Court
Mobile, Alabama 36609

Mr. Leland L. Saad
2601 Charleston Oak Court
Mobile, Alabama 36695

7. Provisions for the regulation of the internal affairs of the corporation are:

- (a) The By-laws of the corporation shall contain provisions for the regulation and management of the internal affairs of the corporation not inconsistent with any provisions of the Articles of Incorporation, and not inconsistent with the laws of the State of Alabama. The initial By-laws of the corporation shall be adopted by the shareholders. The By-laws of the corporation shall be subject to alteration, amendment or repeal, and new By-laws may be adopted by the affirmative vote of a majority of the directors; provided, however, that the board of directors may not alter, amend or repeal any By-law establishing what constitutes a quorum at shareholders' meetings.
- (b) This corporation may from time to time issue its shares of stock for such consideration (but not less than par if such shares have a par value) as may be fixed from time to time by the board of directors and may receive payment therefor, in whole or in part, in money, or other property (real or personal, tangible or intangible) or in labor or services actually performed for the corporation. In the absence of actual fraud in the transaction, the judgment of the board of directors as to the value of such labor, services or property shall be conclusive. Any and all shares so issued for which the consideration so fixed shall have been paid or delivered shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payment in respect thereof. Neither promissory notes nor future services shall constitute payment or part payment for the issuance of shares of the corporation.

(c) This corporation may, from time to time, lawfully enter into any agreement to which all, or less than all, the holders of record of the issued and outstanding shares of its capital stock shall be parties, restricting the transfer of any or all shares of its capital stock represented by certificates therefor upon such reasonable terms and conditions as may be approved by the board of directors of this corporation, provided that such restrictions be noted conspicuously upon each certificate representing such shares.

(d) No contract or other transaction between this corporation and one or more of its directors, or between this corporation and any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, if the contract or transaction is fair and reasonable to the corporation and if either:

(1) The fact of such relationship or interest is disclosed to the board of directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

(2) The fact of such relationship or interest is disclosed to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent.

Common or interested directors may not be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

8. The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter provided by law, and all rights conferred upon officers, directors and shareholders herein are granted subject to this reservation.

9. No sale of shares shall be made by any shareholder to any person who is not a shareholder of the corporation, except as follows:

(a) In the event any shareholder desires to sell his shares or a any portion thereof, to any person who is not a shareholder of the corporation, he shall first submit to the shareholders of the corporation satisfactory evidence of an agreement to purchase such shares by such third person and the price to be paid therefore.

- (b) In the event the remaining shareholders agree to purchase said shares at the same price which the shareholders can receive from the third party, then the shares shall be sold to the shareholders of the corporation in such proportionate amounts as their respective shareholders of the corporation.
- (c) In the event that any of the shareholders do not desire to purchase said shares, then such shares shall be sold at the same price which the shareholder can receive from the third party to such of the shareholders who may desire to purchase the same, in the same proportion as above set forth.
- (d) No shares shall be sold to any person other than the shareholders of the corporation until each of the shareholders shall have been afforded an opportunity to purchase such shares at the price as above set forth and shall have declined to do so.
- (e) Notice in writing to the shareholders of the corporation of the desire of any shareholder to sell his shares shall be given by such shareholder, and at the time, satisfactory evidence set forth. Shareholders shall have thirty (30) days time after the receipt of such notice within which to elect in writing to purchase same shares or to decline to do so.

10. Each shareholder shall have such preemptive rights as are provided by Ala. Code §10-2B-6.30; provided, however, that the shareholder's right to exercise his or her preemptive rights as to any shares of stock shall not extend beyond the thirtieth (30th) day next following the date of notice by the corporation of its intent to sell shares of the corporation, which said notice shall state: (i) the total number of shares offered to all shareholders; (ii) the proportion of his or her holdings of such class of shares; (iii) the number of shares available to each shareholder based on his or her respective proportionate holdings; (iv) the price, which may be in excess of par value, and/or other terms as shall be fixed and determined by the board of directors; (v) the date and place of the sale shall occur and (vi) the identity of the person conducting the sale. In the event that all shares offered to any shareholder are not purchased by said shareholder, on the date of the sale or any written extension thereof as is signed by the president and secretary of the corporation, then, in such event, the shares not purchased shall then be offered for sale to those shareholders who purchased their respective shares and at no less a price and under similar terms as had been offered to the declining shareholder(s). Any remaining shares shall be available to persons other than existing shareholders of the corporation or, if the shareholders determine, by a majority vote, said unsold shares may be withdrawn from sale to any person. To the extent that the rights and/or procedure set forth herein is different from that provided by Alabama law, then all other or different preemptive rights are deemed to be denied and non-existent to the result that no shareholder shall have preemptive rights which are different or greater than set forth herein.

11. For the purpose of the election of directors of the corporation and for no other purpose, each shareholder of the corporation shall be entitled to vote his or her shares through the process of cumulative voting."

3. The date of adoption of amendment by the Shareholders is 31st day of November, 1994.

4. There exists ten thousand 6,136 shares outstanding and of this amount 3,636 shares are entitled to vote all of which are of a single class of common stock.

5. Of the number of shares authorized to vote, 3,068 shares voted for the amendment and -0- shares voted against the amendment.

6. All other provisions of the Articles of Incorporation of the corporation shall deemed repealed and no longer of any effect.

IN WITNESS WHEREOF, these Articles of Amendment have been executed by the President and Secretary of the corporation on this 13 day of July, 1995.

Dorothy S. Saad Pres
DOROTHY S. SAAD, PRESIDENT

ATTESTATION:

Barbara S. Fulgham
BARBARA S. FULGHAM, SECRETARY

STATE OF ALABAMA §
§
COUNTY OF MOBILE §

I, the undersigned Notary Public in and for said state and county, do hereby certify that on this 13th day of July, 1995, personally appeared before me, DOROTHY S. SAAD, who being by me first duly sworn, declared that she is the President of the corporation, that she signed the foregoing instrument as its President and that the statements contained therein are true and correct.

Rose M. Rich
NOTARY PUBLIC

Commission Expires: 10/29/96

STATE OF ALABAMA §
COUNTY OF MOBILE §

I, the undersigned Notary Public in and for said state and county, do hereby certify that on this 13th day of July, 1995, personally appeared before me, BARBARA S. FULGHAM, who being by me first duly sworn, declared that she is the Secretary of the corporation, that she signed the foregoing instrument as its Secretary and that the statements contained therein are true and correct.

Roci M. Rich
NOTARY PUBLIC
Commission Expires: 10/29/96

THIS INSTRUMENT PREPARED BY:

E. J. Saad, Esquire
Crosby, Saad, Beebe, Crump & Hood, P.C.
Post Office Drawer 850249
Mobile, Alabama 36685-0249

ALABAMA
PROBATE
MOBILE CO.
JUN 14 10 57 AM '95

STATE OF ALABAMA

I, Billy Joe Camp, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that the domestic corporation records on file in this office disclose that Saad Enterprises, Inc. incorporated in Mobile County, Mobile, Alabama on March 13, 1984. I further certify that the records do not disclose that said Saad Enterprises, Inc. has been dissolved.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

December 1, 1992

Date

A handwritten signature in cursive script, appearing to read 'Billy Joe Camp', written over a horizontal line.

Billy Joe Camp

Secretary of State

L. W. NICHOLSON, JUDGE
PROBATE COURT OF MOBILE COUNTY
MOBILE, ALA. 36682-1000

RECEIVED
RECEIVED

**FOURTH ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF
SAAD ENTERPRISES, INC.**

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge
Signature [Signature]
Joe Motarchek, Jr., Chief Clerk
Date 05/07/08

WHEREAS, Saad Enterprises, Inc., desires to amend its Articles of Incorporation, dated March 12, 1984, as heretofore amended by Articles of Amendment dated July 13, 1995.

NOW, THEREFORE, pursuant to the provision of Section 10-2B-10.01 of the Code of Alabama 1975, the undersigned corporation adopts the following Articles of Amendment:

FIRST: The name of the corporation is Saad Enterprises, Inc.

SECOND: The following amendments of the Articles of Incorporation were consented to, approved, and adopted by the shareholders of the corporation on the 19th day of March, 2008, in the manner prescribed by the Alabama Business Corporation Act, Ala. Code (1975) §§ 10-2B-1.01, et seq.:

1. Article 6 is hereby deleted in its entirety and replaced with the following:

"The number of directors constituting the board of directors of the corporation is seven (7). Such number of directors may be changed from time to time by amending the Articles of Incorporation."

2. Article 11, which provides for the election of directors by cumulative voting, is hereby deleted in its entirety.

THIRD: The corporation adopted the amendments on March 19, 2008.

FOURTH: The number of shares of the corporation outstanding at the time of such adoption was six thousand one hundred thirty six (6,136), and the number of shares entitled to vote thereon was three thousand six hundred thirty six (3,636).

FIFTH: The number of shares voted for such amendments was One Thousand Eight Hundred Thirty Seven (1,837), the number voted against such amendments was Zero (0), and the number of shares abstaining from voting was One Thousand Seven Hundred Ninety Nine (1,799).

Dated: March 19th, 2008.

SAAD ENTERPRISES, INC.

[Signature]
As Its President

**FIFTH ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
SAAD ENTERPRISES, INC.**

WHEREAS, Saad Enterprises, Inc., desires to amend its Articles of Incorporation, dated March 12, 1984, as heretofore amended by Articles of Amendment dated July 13, 1995, and Fourth Articles of Amendment dated March 19, 2008.

NOW, THEREFORE, pursuant to the provision of Section 10-2B-10.01 of the Code of Alabama 1975, the undersigned corporation adopts the following Articles of Amendment:

FIRST: The name of the corporation is Saad Enterprises, Inc.

SECOND: The following amendments of the Articles of Incorporation were consented to, approved, and adopted by the shareholders of the corporation on the 28th day of May, 2010, in the manner prescribed by the Alabama Business Corporation Act, Ala. Code (1975) §§ 10-2B-1.01, et seq.:

1. The flush paragraph at the end of Section 7 is hereby deleted in its entirety and replaced with the following:

“Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.”

2. Article 9 is hereby deleted in its entirety.

3. Article 10 is hereby deleted in its entirety and replaced with the following:

“No shareholder shall have any preemptive rights as are provided by Ala. Code Section 10-2B-6.30. All restrictions or conditions on the transfer or issuance of any class of stock of the corporation, including any preemptive rights, shall arise solely pursuant to the terms of that certain Shareholder's Agreement dated the 28th day of May, 2010, as may be amended from time to time.”


THIRD: The corporation adopted these amendments on the 28th day of May, 2010.

FOURTH: The number of shares of the corporation outstanding at the time of such adoption was Three Thousand Six Hundred Thirty Six (3636), and the number of shares entitled to vote thereon was Three Thousand Six Hundred Thirty Six (3636).

FIFTH: The number of shares voted for such amendments was Three Thousand Six Hundred Thirty Six (3636), the number voted against such amendments was Zero (0), and the number of shares abstaining from voting was Zero (0).

Dated: June 4, 2010

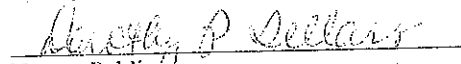
SAAD ENTERPRISES, INC.


By Barbara S. Fulgham
Its: President

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public in and for said state and county, hereby certify that Barbara S. Fulgham, whose name as President of Saad Enterprises, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she as such President and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal on this the 4th day of June, 2010.


Notary Public
My Commission Expires: 7/20/11

This instrument was prepared by:

This instrument prepared by:
James G. Saad, Esq.
3601 Spring Hill Business Park Suite 200
Mobile, Alabama 36608

State of Alabama-Mobile County
I certify this instrument was filed on:
June 11, 2010 @ 11:07:04 AM
RECORDING FEE \$10.00
S.R. FEE \$2.00
RECORDING FEES \$1.00
TOTAL AMOUNT \$13.00
2010031906
Don Davis, Judge of Probate

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge

Signature 
Joe McEachern, Jr. Chief Clerk

Date 6-11-10

Notice is given as required by Alabama law that this instrument was prepared by I. David Cherniak, Attorney, Eighth Floor, Royal - St. Francis Building, Mobile, Alabama 36602.

373018.doc

State of Alabama-Mobile County
I certify this instrument was filed on:
May 7, 2008 @ 11:50:26 AM
RECORDING FEE \$10.00
S.R. FEE \$2.00
RECORDING FEES \$1.00
TOTAL AMOUNT \$13.00

2008031619
Don Davis, Judge of Probate

BYLAWS
of
SAAD ENTERPRISES, INC.

Article I. Offices

The principal office of the corporation in the State of Alabama shall be located in the city of Mobile. The corporation may have such other offices, either within or without the State of Alabama, as the Board of Directors may designate or as the business of the corporation may require from time to time.

The registered office of the corporation, which is required by law to be located within the State of Alabama, may be, but need not be, identical with the principal office in the State of Alabama. The address of the registered office may be changed from time to time by the Board of Directors.

Article II. Shareholders

Section 1. Annual Meeting. The annual meeting of the shareholders shall be held each year on a date and at a time to coincide with the annual retreat, such specific date and time to be determined no less than twenty (20) days prior to such date. In all events, the annual meeting shall be held no earlier than the 3rd Wednesday of March and no later than the last day of September. If no date and time has been determined prior to September 9th, then the annual meeting shall be held on September 30th at 4:00 PM. The annual meeting shall be held for the purpose of electing directors and the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Alabama, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as is convenient. At such meeting the shareholders may elect the directors and transact other business with the same force and effect as at an annual meeting duly called and held.

Section 2. Special Meeting. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than Fifty (50) per cent of all outstanding shares of the corporation entitled to vote at the meeting.

Section 3. Place of Meeting. Meetings of the shareholders, whether annual or special, may be held at any place, either within or without the State of Alabama, as is designated in the call of such meeting. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Alabama, as the place for the holding of such meeting. If no designation is made, or if a

special meeting be otherwise called, the place of the meeting shall be the principal office of the corporation in the State of Alabama.

Section 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten nor more than fifty days before the date of the meeting either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid. Except where otherwise required by law, notice of any adjourned meeting of the shareholders shall not be required to be given except by announcements at the meeting from which the adjournment is taken. Notwithstanding the provisions of this section, the stock or bonded indebtedness of the corporation shall not be increased at a meeting unless notice of such meeting shall have been given as may be required by Section 234 of the Constitution of Alabama as the same may be amended from time to time.

Section 5. Closing of Transfer Books or Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose the Board of Directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, ten (10) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders such books shall be closed for at least one day immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than one day prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof except where the determination had been made through the closing of the stock transfer books and the stated period of closing has expired.

Section 6. Voting Record. The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least ten (10) days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number

of shares held by each. A shareholder, or his or her agent or attorney, is entitled on written demand to inspect and, for a proper purpose, to copy the list, during regular business hours and at his or her expense, during the period said list is available for inspection. The corporation shall make the shareholder's list available at the meeting, and any shareholder, or his or her agent or attorney, is entitled to inspect the list at any time during the meeting or any adjournment.

Section 7. Quorum. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. Once a share is represented for any purpose at a meeting, it is, unless established to the contrary, presumed present for quorum purposes for the remainder of the meeting. If a quorum is present when a vote is taken, action on a matter (other than the election of directors) is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Constitution of Alabama 1901, as the same may be amended from time to time, or applicable law requires a greater number of affirmative votes.

Section 8. Proxies.

a. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

b. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. Appointments coupled with an interest include the appointment of (i) a pledge; (ii) a person who purchased or agreed to purchase the shares; (iii) a creditor of the corporation who extended it credit under terms requiring the appointment; (iv) an employee of the corporation whose employment contract requires the appointment; or (v) a party to a voting agreement.

c. The revocation of an appointment or the death or incapacity of the shareholder appointing the proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the revocation, death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment.

d. An appointment made irrevocable under subparagraph (b) above is revoked when the interest with which it is coupled is extinguished.

e. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares.

f. Subject to applicable law and to any express limitation on the proxy's authority appearing on the face of the appointment form, the corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

Section 9. Voting of Shares. Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of the shareholders,

Section 10. Voting of Shares By Certain Holders.

a. Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or in the absence of such provision, as the Board of Directors of such corporation may determine.

b. Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of the trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

c. Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof in his name if authority to do so be contained in an appropriate order of the court by which such receiver is appointed.

d. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

e. Neither shares of its own stock held by the corporation, nor those held by another corporation if a majority of the shares entitled to vote for the election of directors of such other corporation are held by the corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time for purposes of any meeting.

f. The corporation is entitled to reject a vote, consent, waiver, or proxy appointment if the Secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature or about the signatory's authority to sign for the shareholder.

Section 11. Informal Action by Shareholders. Any action required to be taken at a meeting of the shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. If not otherwise determined, the record date for determining shareholders entitled to take action without a meeting is the date the first shareholder signs the consent under the preceding sentence.

Section 12. Employees of the Corporation. It being the sole and exclusive province of the officers of the corporation, unless otherwise authorized by the Bylaws or the Board of Directors, no shareholder shall directly contact any employee of the corporation, during normal business hours.

Article III. Board of Directors

Section 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors of the corporation shall be seven (7). Each director shall hold office until the next annual meeting of shareholders and until his successor shall have been elected and qualified, or until removed from office if earlier removed with or without cause by affirmative vote of a majority of the outstanding shares entitled to vote. A director shall be a natural person of the age of at least nineteen (19) years but need not be a resident of the State of Alabama or a shareholder of the corporation unless otherwise stated herein or in the Articles of Incorporation.

Section 3. Regular Meeting. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Alabama, for the holding of additional regular meetings without other notice than such resolution.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any director.

Section 5. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Alabama, as the place of meeting for any regular or special meeting of the Board of Directors. Members of the Board of Directors may participate in a meeting of such board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Section 6. Notice. Written notice of any special meeting stating the place, date and hour of the meeting shall be given at least three days previously thereto by notice

delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 7. Quorum. A majority of the number of directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If less than a majority of the directors are represented at a meeting, a majority of the directors may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present is the act of the Board of Directors. A director is, unless established to the contrary, presumed present for quorum purposes for the remainder of a meeting at which he or she has been present for any purpose.

Section 8. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 9. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by all of the directors. Any director with an interest in the subject matter of the consent must also sign the consent acknowledging his or her interest in order for the written consent to be effective.

Section 10. Resignation. Any director may resign at any time by giving written notice to the President or Secretary of the corporation. Such resignation shall take effect on the earlier of the date specified therein which shall be at least fifteen days after notice of such resignation is delivered, either personally or by mail, to the President or Secretary of the corporation or the date on which the resignation is accepted by the affirmative vote of a majority of the shareholders. If no time is specified in the notice of resignation, it shall take effect on the earlier of fifteen days after the date of delivery of the notice or the date on which the resignation is accepted by the affirmative vote of a majority of the shareholders. If mailed such notice shall be deemed to be delivered when deposited in the United States mail, properly addressed to the President or Secretary of the corporation at the principal office address of the corporation, with postage thereon prepaid. The acceptance of a resignation shall not be necessary to make it effective, unless otherwise specified in the notice of resignation.

Section 11. Removal. Any director or the entire Board of Directors may be removed, with or without cause, by affirmative vote of a majority of the outstanding shares entitled to vote at an election of directors. Such action by the shareholders shall take place only at a meeting of the shareholders called expressly for the taking of such action. Following the removal of any director or the entire Board of Directors, the shareholders may then proceed to elect a successor or successors for the unexpired term.

Section 12. Vacancies. In the event that a vacancy shall occur in the Board of Directors, such vacancy may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected to serve until the next annual meeting of shareholders. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose.

Section 13. Compensation. By resolution of the Board of Directors, each director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation thereof.

Section 14. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered or certified mail or personal delivery to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 15. Reliance Upon Reports and Records. A director shall, in the performance of his duties, be fully protected in relying upon information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- a. One or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented;
- b. Counsel, public accountants or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence;
- c. A committee of the Board of Directors of which he or she is not a member, if the director reasonably believes the committee merits confidence.

Article IV. Officers

Section 1. Number. The officers of the corporation shall be a Chairman of the Board, a President, an Executive Vice President of Mississippi Operations, a Secretary, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers as it shall deem desirable. Such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person.

Section 2. Election and Term of Office. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Resignation. Any officer or agent may resign at any time by giving written notice to the President or Secretary of the corporation. Such resignation shall take effect when delivered, either personally or by mail, to the President or Secretary of the corporation at the principal office address of the corporation, with postage thereon prepaid. The acceptance of a resignation shall not be necessary to make it effective, unless otherwise specified in the notice of resignation. Any such resignation shall be without prejudice to the contract rights, if any, of the corporation. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4. Removal. Any officer or agent may be removed, with or without cause, by the Board of Directors whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. Chairman of the Board. The Chairman of the Board is a director who shall preside at all meetings of the Board of Directors and shall be *ex officio* a member of all committees of the Board and shall appoint members of all such committees. The Chairman of the Board may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any certificates for shares of the corporation, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the corporation. The Chairman, along with the President, is the only person having the authority to hire and terminate an employee of the corporation. The Chairman shall, in general, perform all duties incident to the office

of Chairman of the Board and such other duties as may be prescribed by the Board of Directors from time to time.

Section 7. President. The President shall be the Chief Executive Officer of the corporation and shall be the representative of the Board of Directors in the management of the corporation. The President shall have the necessary authority and responsibility to operate the corporation, subject only to such policies as may be issued by the Board of Directors or by any of its committees to which the Board has delegated power and responsibility for such action. The President shall direct the general policy of the corporation and have primary control over methods and amounts of capital financing and shall have the authority to sign statements and reports on behalf of the Corporation and to execute in the corporate name any certificates for shares of the corporation, contracts, all deeds, mortgages and bonds properly authorized by the corporation, and to make acknowledgment thereof. The President, along with the Chairman of the Board, is the only person having the authority to hire and terminate an employee of the corporation. The President shall, in general, perform all duties incident to the office of President and the office of Chief Executive Officer and shall perform such other duties as may be prescribed by the Board of Directors.

Section 8. Executive Vice President of Operations. The Executive Vice President of Operations shall be the Chief Operating Officer. In the absence of the President, or in the event of his/her death, inability or refusal to act, the Executive Vice President of Operations shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all of the restrictions upon the President. The Executive Vice President of Operations of the corporation shall, in general, supervise and control all of the business and affairs of the corporation. The Executive Vice President of Operations may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any certificates for shares of the corporation, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the corporation. The Executive Vice President of Operations shall, in general, perform all duties incident to the office of Executive Vice President of Operations and the office of Chief Operating Officer and such other duties as may be prescribed by the President or the Board of Directors from time to time. The authority and responsibility of the Executive Vice President of Operations shall also include:

- a. Carrying out all policies established by the Board of Directors and advising on the formulation of such policies.
- b. Ensuring that the corporation is operated and managed in accordance with the terms and provisions of the Articles of Incorporation of the corporation and any amendments thereto.
- c. Preparing, or causing to be prepared, an annual budget for the corporation showing the expected revenue and expenditures.

d. Selecting, appointing, employing, controlling, and discharging employees of the corporation.

e. Maintaining physical properties in a good and safe state of repair and operating condition, conferring with the Board of Directors on major matters but carrying on routine repairs and maintenance without such consultation, and making recommendations concerning the amount and nature of insurance needed for the protection of the corporation.

f. Supervising business affairs such as the records of financial transactions, collection of accounts, and purchase and issue of supplies and equipment, and being certain that all funds are collected and expended to the best possible advantage.

g. Presenting to the Board of Directors, or its authorized committees, periodic reports reflecting the professional services and financial activities of the various companies and such special reports as may be required by the Board of Directors from time to time.

h. Preparing a plan for the achievement of the corporation's specific objectives and periodically reviewing and evaluating those plans.

i. Representing the companies in their relationships with regulating agencies.

j. Delegating duties and responsibilities to the Vice Presidents.

k. In general, performing or causing the performance of all general managerial functions and other duties that may be necessary or in the best interests of the corporation.

Section 9. Executive Vice President of Mississippi Operations. The Executive Vice President of Mississippi Operations shall perform and discharge the corporation's operations in the State of Mississippi and may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any certificates for shares of the corporation, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the corporation. The Executive Vice President of Mississippi Operations shall, in general, perform all duties incident to the office of Executive Vice President and such other duties as may be prescribed by the President or the Board of Directors from time to time.

Section 10. The Secretary. The duties of the Secretary shall include: (a) keeping the minutes of the proceedings of the shareholders and of the Board of Directors in one or more books provided for that purpose; (b) ensuring that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) serving as the

custodian of the corporate records and of the seal of the corporation and seeing that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) keeping a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholders; (e) signing with the Chairman of the Board, the President, the Executive Vice President of Operations, or the Executive Vice President of Mississippi Operations, certificates for shares of the corporation, or contracts, deeds or mortgages the issuance or execution of which shall have been authorized by resolution of the Board of Directors; (f) having general charge of the stock transfer books of the corporation subject to the authority delegated to a transfer agent or registrar if appointed; (g) generally performing all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 11. The Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 12. Managerial Officers. All officers shall have the right, as they deem necessary, to establish other managerial positions, create such titles, and set the compensation for such officers. All managerial officers serve at the pleasure of the Chairman of the Board and the President.

Section 13. Salaries. The salaries of the officers, not including the managerial officers, shall be fixed from time to time by the Compensation Committee of the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the corporation.

Section 14. Reliance on Reports and Records. In discharging his or her duties, an officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

a. One or more officers or employees of the corporation whom the officer reasonably believes to be reliable and competent in the matters presented;

b. Counsel, public accountants, or other persons as to matters which the member of the Executive Committee reasonably believes to be within such person's professional or expert competence; and

c. A committee of the Board of Directors of which he or she is not a member, if the officer reasonably believes the committee merits confidence.

Section 15. Legal Advice. Only the officers of the corporation, including the Chairman of the Board, are entitled to seek advice from the corporation's legal counsel on behalf of the corporation.

Article V. Standing Committees of the Board of Directors

Section 1. Standing Committees. The corporation shall have the Compensation Committee of the Board of Directors and such other standing committees as may be prescribed by the Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of members on each Committee shall be at least three (3), as appointed by and including the Chairman of the Board. Each member shall hold office for a term of one year and until his or her successor shall have been appointed and qualified, or until removed from office if earlier, with or without cause, in the sole and exclusive discretion of the Chairman of the Board of Directors.

Section 3. Compensation Committee. The Compensation Committee shall consist of, in addition to the Chairman of the Board, two (2) to four (4) other Directors or Executive Officers of the Corporation, who shall be appointed and relieved of their appointment in the sole and exclusive discretion of the Chairman of the Board. The Chairman of the Board may, in his or her sole and exclusive discretion, appoint members of the Compensation Committee for a specified term or for the consideration of a specific issue. In the event the compensation of the Chairman of the Board or any Executive Officer also holding the position of Chairman of the Board is to be considered, then the Compensation Committee shall, for the purposes of such consideration, consist of the Executive Vice President of Operations and two (2) other Directors or Executive Officers of the Corporation, who shall be selected in the sole and exclusive discretion of the Executive Vice President of Operations. The Compensation Committee shall establish and review the remuneration of each of the Corporation's Executive Officers, Directors, members of the Committees of the Board of Directors, shareholders who are also employees or prospective employees of the Corporation, and extended family of any degree of any shareholder which such extended family member is also an employee or prospective employee of the Corporation. Such remunerations shall be determined by affirmative vote of a majority of the members of the Compensation Committee, provided, however, that no such member shall be entitled to vote on his or her own or spouse's remuneration. The Compensation Committee shall make a recommendation to the Board of Directors regarding compensation, and such compensation shall be approved upon a majority vote of the disinterested Directors of the Corporation.

Section 4. Finance Committee. The Finance Committee shall consist of, in addition to the Chairman of the Board, the Executive Vice President of Operations and one (1) other Director appointed by the Chairman of the Board. The Finance Committee

shall establish a budget for each fiscal year to be approved by the Board of Directors, this budget to show, among other things, the expected receipts and expenditures for the fiscal year. The committee shall examine the financial reports of the corporation, report on the annual audit by certified public accountants, make recommendations to the Board of Directors concerning such reports, and provide advice and oversight on other matters relating to the finances of the corporation as may be requested by the Board of Directors or its Chairman acting for the Board of Directors.

Section 5. Legal Committee. The Legal Committee shall consist of, in addition to the Chairman of the Board, the Executive Vice President of Operations and one (1) other Director appointed by the Chairman of the Board. The Legal Committee shall assist the Board of Directors as may be necessary with matters of a legal nature which may arise from time to time for consideration and/or action by the Board of Directors and shall consider all other matters relating to the legal matters of the corporation, including assistance with litigation, as may be requested by the Board of Directors or its Chairman acting for the Board of Directors.

Section 6. Facilities Committee. The Facilities Committee shall consist of, in addition to the Chairman of the Board, the Executive Vice President of Operations and one (1) other Director appointed by the Chairman of the Board. It shall be the duty of the Facilities Committee to make recommendations to the Board of Directors, and to advise and assist management, in the acquisition and maintenance of all physical facilities of the corporation and to consider all other matters relating to the physical facilities of the corporation as may be requested by the Board of Directors or its Chairman acting for the Board of Directors.

Article VI. Contracts, Loans, Checks and Deposits

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Article VII. Interested Directors and Quorum

Section 1. Interested Directors. No contract or transaction between the corporation and one or more of its directors, or between the corporation and any other corporation, firm, association, or other entity in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors thereof which authorizes, approves or ratifies such contract or transaction, if the contract or transaction is fair and reasonable to the corporation and if either:

a. The fact of such relationship or interest is disclosed to the Board of Directors which authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of the disinterested directors; or

b. The fact of such relationship or interest is disclosed to the Board of Directors which authorizes, approves or ratifies such contract or transaction by vote or written consent.

Section 2. Quorum. Common or interested directors may not be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves or ratifies such contract or transaction.

Article VIII. Employment of Relatives

Section 1. Employment of Relatives. No person shall be employed by the corporation if related within the second degree by affinity (marriage) or within the third degree of consanguinity (blood) to any shareholder, officer, or director of the corporation.

Section 2. Applicability. All employees, including those employed on a part-time basis.

Section 3. Exceptions. No employee of the corporation employed on or before March 19, 2008, shall be subject to this Article VIII so long as such employee continuously remains employed with the corporation. The Chairman of the Board, in his or her sole and exclusive discretion, shall have the authority to waive the application of this Article VIII for any prospective employee.

Article IX. Indemnification of Officers and Directors

Section 1. Indemnification of Officers, Directors, Employees and Agents. As partial inducement to the officers and directors of the corporation to accept such positions, the corporation shall henceforth be obligated to, and it hereafter shall, indemnify and hold harmless all officers and directors of the corporation, whether or not their terms as such officers or directors shall have expired, of and from any loss, liability, and expense of any kind whatsoever which they may at any time pay or incur as a direct

or indirect consequence of any actions taken or omitted, by the corporation, by other officers or directors of the corporation as such, or by themselves as such officers or directors, excepting only such as may be incurred by them as a direct and proximate result of actions or omissions on the part of the respective officers or directors themselves with respect to which actions or omissions they shall have been personally finally adjudicated by a court of competent jurisdiction to have been guilty of fraud or willful misconduct. The termination of any claim, action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, the same will not create a presumption that the person had reasonable cause to believe that his/her conduct was unlawful. The indemnification shall be cumulative with any other rights of such persons and the same shall extend to, by way of example and not limitation, the following: penalties, judgments, or other awards in favor of the corporation, its creditors, or other parties or authorities; amounts paid or incurred in good faith in settlement or compromise of any claim or litigation; and all expenses, including reasonable attorney fees, in connection with the investigation and defense of any litigation or claims, or in prosecuting the rights hereunder of such current or former officers or directors of the corporation.

Section 2. Insurance. The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was an officer or director of the corporation against any liability asserted against and incurred by him/her in any such capacity or arising out of his/her status as such, whether or not the corporation would have the power to indemnify him/her against such liability under the provisions of this Article.

Article X. Certificates for Shares and Their Transfer

Section 1. Certificates for Shares. Certificates representing shares of the corporation shall be signed by the Chairman of the Board of Directors, the President, or the Treasurer and by the Secretary, an assistant secretary or an assistant treasurer and may be sealed with the corporate seal or a facsimile thereof. The signature of any one of such officers upon a certificate may be a facsimile if the certificate is signed by another of such officers, and the signatures of both of such officers may be facsimiles if the certificate is counter-signed by a transfer agent, or registered by a registrar, other than the corporation itself or one of its employees. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefore upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

Section 2. Form of Certificate. Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors, provided that each certificate shall state upon the face thereof the following:

- a. That the corporation is organized under the laws of Alabama.
- b. The name of the person to whom the certificate is issued.
- c. The number and class of shares, and the designation of the series, if any, which such certificates represents.
- d. The par value of each share represented by such certificate, or a statement that the shares are without par value.

Section 3. Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

Article XI. Dividends

The Board of Directors may, from time to time, declare, and the corporation may pay, dividends on its outstanding shares in cash, property or its own shares in the manner and upon the terms and conditions provided by law and the Articles of Incorporation.

Article XII. Corporate Seal

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the word "Corporate Seal" and any other words deemed appropriate by the Board of Directors.

Article XIII. Waiver of Notice

Whenever any notice is required to be given to any shareholder or director of the corporation under the provisions of the Constitution of Alabama, under the Alabama Business Corporations Act, these bylaws or the Articles of Incorporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of any officer or director at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Article XIV. Amendments

These bylaws may be altered, amended or repealed and new bylaws may be adopted by the Board of Directors or by the shareholders at any regular or special meeting; provided, however, that the Board of Directors may not alter, amend, or repeal any bylaw establishing what constitutes a quorum at shareholder's meetings.

Article XV. Conflicts

If any conflict or discrepancy exists between these bylaws and the Articles of Incorporation, the Articles of Incorporation shall govern.


CERTIFICATION


I hereby certify the foregoing to be the bylaws of SAAD ENTERPRISES, INC., which were adopted by the Board of Directors on MARCH 12TH, 2011.

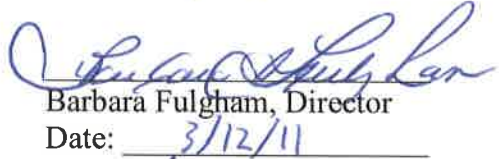

Secretary

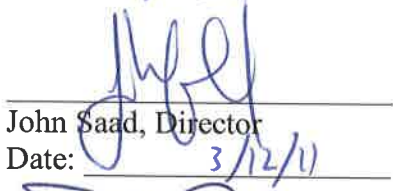
Certification of each of the Directors of Saad Enterprises, Inc.:


Dorothy Dunning, Director
Date: 3/12/11


Phillip Fulgham, Director
Date: 3/12/11


Henry Fulgham, Director
Date: 3/12/11


Barbara Fulgham, Director
Date: 3/12/11


John Saad, Director
Date: 3/12/11


James Saad, Director
Date: 3/12/11


Gregory Saad, Director
Date: 3/12/11

Loree J. Skelton, LLC
P.O. Box 26214
Birmingham, Alabama 35260
Office (205)790-1930 • loreeskelton@bellsouth.net • Fax (205)824-3721

September 20, 2024

Via Electronic Filing
gloria.harris@adph.state.al.us

Ms. Gloria Harris
The Alabama Department of Public Health
Bureau of Health Provider Standards – Licensure and Certification
RSA Tower – Suite 700
201 Monroe Street
Montgomery, Alabama 36104

**Re: Change of Ownership Application for Licensure Saad Enterprises,
Inc. d/b/a Saad Hospice, Inc. – USA Providence, Inpatient Hospice Unit**

Dear Ms. Harris:

Please see attached Saad Enterprises, Inc. dba Saad Hospices' Change of Ownership Application and accompanying documents as required for processing.

The documents attached hereto are as follows:

1. CHOW request for License Application;
2. SHPDA Approval of CHOW Application;
3. License Certificate;
4. Medical Director Agreement
5. Articles of Incorporation for Saad Enterprises, Inc.;
6. By-Laws for Saad Enterprises, Inc.;

7. USA Health – Saad Lease Agreement

Additionally, the required filing fee of \$240.00, plus an additional \$30.00 of \$6.00 per bed will be submitted. The total is 15 beds, but, as the instructions state, the first 10 beds are excluded in the additional fee calculation. Said check will be submitted via U.S. Mail or verified carrier for delivery to the ADPH.

Thank you for your consideration in this matter.

If you have any questions or comments, please do not hesitate to contact me at (205)790-1930.

Respectfully submitted,

A handwritten signature in cursive script that reads "Loree J. Skelton".

Loree J. Skelton

On behalf of Saad Enterprises, Inc.,

cc : Dana Billingsly, Esq. via email

From: Loree Skelton <loreeskelton@bellsouth.net>
Sent: Tuesday, September 24, 2024 2:31 PM
To: [REDACTED] <[\[REDACTED\]@adph.state.al.us](mailto:[REDACTED]@adph.state.al.us)>
Cc: [REDACTED] <[\[REDACTED\]@adph.state.al.us](mailto:[REDACTED]@adph.state.al.us)>
Subject: Re: FW: CHOW - USA - Providence IP Hospice

[REDACTED]
Thank you so much for letting me know. I know it was sent out Friday.
I will check on it.
Best,
Loree

On September 24, 2024 2:28:44 PM "[REDACTED] <[\[REDACTED\]@adph.state.al.us](mailto:[REDACTED]@adph.state.al.us)>" <[REDACTED]> wrote:

H Loree,

It was received. We're just waiting on the payment.

Thanks

Health Services Administrator - Licensure Unit
Civil Money Penalties (CMP) Coordinator
Alabama Department of Public Health
Bureau of Provider Services -
Phone: (334) 206-3391
Email: [\[REDACTED\]@adph.state.al.us](mailto:[REDACTED]@adph.state.al.us)

From: "Loree Skelton" <loreeskelton@bellsouth.net>
To: <[\[REDACTED\]@adph.state.al.us](mailto:[REDACTED]@adph.state.al.us)>
Cc: <[\[REDACTED\]@adph.state.al.us](mailto:[REDACTED]@adph.state.al.us)>
Date: 09/24/2024 02:00 PM
Subject: FW: CHOW - USA - Providence IP Hospice

Good afternoon [REDACTED]:

I am following up regarding the email that I sent you both on Friday just to confirm that y'all received.

Could you please advise when you have a moment?

Thank you in advance,

Loree

Loree J. Skelton

On behalf of Saad Enterprises, Inc.

Loree J. Skelton, LLC

P.O. Box 26214

Birmingham, Al. 35260-0214

(205)790-1930 (O)

loreeskelton@bellsouth.net

From: Loree Skelton <loreeskelton@bellsouth.net>

Sent: Friday, September 20, 2024 5:06 PM

To: @adph.state.al.us' <adph.state.al.us>

Cc: @adph.state.al.us' <@adph.state.al.us>

Subject: FW: CHOW - USA - Providence IP Hospice

Dear Ms. [REDACTED]:

Please see the attached letter submitted on behalf of Saad Enterprises, Inc. dba Saad Hospices' Change of Ownership Application and accompanying documents as required for processing.

The documents attached hereto are as follows:

1. CHOW request for License Application;
2. SHPDA Approval of CHOW Application;
3. License Certificate;
4. Medical Director Agreement
5. Articles of Incorporation for Saad Enterprises, Inc.;
6. By-Laws for Saad Enterprises, Inc.;

7. USA Health – Saad Lease Agreement

Additionally, the required filing fee of \$240.00, plus an additional \$30.00 of \$6.00 per bed. The total is 15 beds, but, as the instructions state, the first 10 beds are excluded in the additional fee calculation. Said check will be submitted via U.S. Mail or verified carrier for delivery to ADPH.

Thank you for your consideration in this matter.
Please do not hesitate to contact me with any questions or comments.

Respectfully submitted,

Loree J. Skelton
On behalf of Saad Enterprises, Inc.

Loree J. Skelton, LLC
P.O. Box 26214
Birmingham, AL 35260-0214
(205)790-1930 (O)
loreeskelton@bellsouth.net

Confidentiality Notice - *This e-Mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential or privileged information. If this message concerns a lawsuit, it may be considered a privileged communication. Any unauthorized*

Exhibit D

Saad ADPH Amended CHOW Application (October 10, 2024)

**STATE OF ALABAMA
DEPARTMENT OF PUBLIC HEALTH
DIVISION OF PROVIDER SERVICES
P.O. BOX 303017 (MAILING ADDRESS)
MONTGOMERY, ALABAMA 36130-3017
THE RSA TOWER, SUITE 700, 201 MONROE STREET, MONTGOMERY, AL 36104
(PHYSICAL LOCATION)**

CHANGE OF OWNERSHIP APPLICATION TO OPERATE A HOSPICE

<p style="text-align: center;">APPLICATION FEE</p> <p>APPLICATION FEES ARE NOT REFUNDABLE.</p> <p>The fee for an in-home Hospice is \$240. The fee for an inpatient Hospice is \$240, plus \$6 for each bed, excluding the first 10 beds.</p> <p>MAKE CHECK OR MONEY ORDER PAYABLE TO: ALABAMA DEPARTMENT OF PUBLIC HEALTH</p>	<p style="text-align: center;">FOR DEPARTMENTAL USE ONLY</p> <p>Classification _____ No. of Beds (Inpatient) _____</p> <p>Application Fee _____ Check # _____</p> <p>Facility ID # _____</p>
---	---

1. SAAD ENTERPRISES INC.
DBA SAAD HOSPICE SERVICES.
Applicant
(see instructions on page 4)
2. 1515 University Blvd. S.
Applicant Address
3. Mobile AL 36609
City State Zip Code
4. 251-343-9600
Applicant Telephone Number
5. PHILLIP S. FULGHAM
Facility Administrator
6. 15
Inpatient Hospice Bed Capacity
(see instructions on page 4)
7. SAAD HOSPICE at PROVIDENCE
Facility Name
(see instructions on page 4)
1515 University Blvd.
8. Mobile, AL 36609
(see instructions on page 5)
9. 1515 University Blvd. S.
Facility Mailing Address
(see instructions on page 5)
10. Mobile 36609 Mobile
City Zip Code County
11. phillip.fulgham@saadhealthcare.com
Facility Administrator's Email Address
12. 251-343-9600
Facility Telephone Number
13. _____
Facility ID Number

13. This application is to apply for (check one):

- a. Change of Ownership ☐ b. Change of Ownership and name change ☒

The facility is currently licensed as SAAD HOSPICE SERVICES
(Facility Name)

14. Applicant Information

a. Applicant is a (check one):

- | | | | | | |
|---------------------------|-------------------------------------|-----------------------|--------------------------|-------------------|--------------------------|
| Individual | <input type="checkbox"/> | Nonprofit Corporation | <input type="checkbox"/> | City | <input type="checkbox"/> |
| Partnership | <input type="checkbox"/> | Hospital Authority | <input type="checkbox"/> | County | <input type="checkbox"/> |
| Corporation | <input checked="" type="checkbox"/> | State | <input type="checkbox"/> | Joint City County | <input type="checkbox"/> |
| Limited Liability Company | <input type="checkbox"/> | Other: | | | <input type="checkbox"/> |
- Specify

b. List all the applicant's board members and officers (attach additional paper if necessary).

SEE ATTACHED.

c. List the name(s) of any person or business entity that has 5% or more ownership interest in the applicant (attach additional paper if necessary). Attach a schematic depicting both the pre-transaction and post-transaction organizational structure of the governing body and Hospice.

SEE ATTACHED.

d. Does this applicant or any of its owners listed in item "c" operate any other health care facility in Alabama or in any other state? YES ☒ NO ☐ If yes, attach a list including the type(s) of facility(s), name(s), address(s), and owner(s).

THE RETREAT HOSPICE INPATIENT by SAAD OWNERSHIP SAME
1515 B UNIVERSITY BLVD. S., MOBILE, AL 36609. AS (b.) - (c.) above.

e. Have any of the facilities listed in item "d" had any adverse licensure action taken against them or been subject to exclusion from the Medicare or Medicaid Reimbursement Programs? YES ☐ NO ☒ If yes, attach an explanation.

f. Has the applicant, or any of its officers or principals, ever had a license application denied by this or any other state? YES ☐ NO ☒ If yes, attach an explanation.

15. Are there any outstanding citations of deficiency, either Federal or State, that have not been corrected? YES ☐ NO ☒
If yes, has the plan of correction for these deficiencies been accepted by the Division of Health Care Facilities? YES ☐ NO ☐

Note: The new operator will be responsible for correcting all outstanding deficiencies and may be subject to sanctions imposed for past or present deficiencies, including payment of any uncollected civil monetary penalties. Approval of applications for changes of ownership of Hospices with outstanding deficiencies remains subject to the sole discretion of the Department.

16. Has the facility administrator listed in Item 5 of this application:
- a. ever been convicted of a crime? YES ☐ NO ☒
 - b. ever been found guilty of abusing another individual? YES ☐ NO ☒
 - c. ever had adverse action taken against any professional license, held by him/her, such as a license as a nursing home administrator, attorney, nurse, or physician? YES ☐ NO ☒
 - d. ever been excluded from participation in any Medicare or Medicaid Reimbursement Program? YES ☐ NO ☒

If the answer is yes to a, b, c, or d, please attach an explanation.

17. Provide the name, phone number, and email address for a knowledgeable person that can provide additional information about this application.


Name (print) LOREE J. Skelton, Attorney

Phone 205-790-1930

Email loreeskelton@bellsouth.net

18. Administrator's Signature:

I declare, under penalty of perjury, that I have not operated or allowed the operation of this or any other facility without a license. I agree to operate this facility according to the Rules of the Alabama State Board of Health.


Signature

8/19/24.
Date

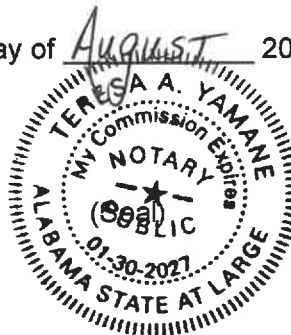
Phillip S. Fulgham.
Printed Name

NOTARIZED:

Sworn to and subscribed before me this 19TH day of AUGUST 2024.

Teresa A. Yamane
(Notary Public)

My commission expires 1/30/27.



19. Attestation of Responsible Person:

I declare, under penalty of perjury, that I have personal knowledge about the statements made in this application and certify that all the statements made herein are true and correct, to the best of my knowledge and belief. To the best of my knowledge, neither the applicant nor any of its owners or principals, including myself, nor the administrator, has operated, or allowed the operation of, this or any other facility without a license. I certify that I am authorized to make this representation on behalf of the applicant.

Henry B. Fulgham
Signature

8/19/24
Date

HENRY B. FULGHAM
Printed Name

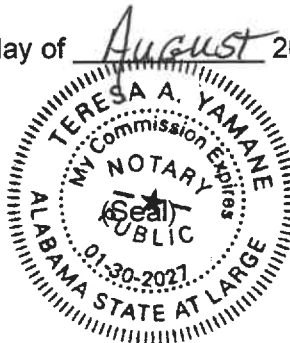
CHIEF OPERATING OFFICER
Title/Position

NOTARIZED:

Sworn to and subscribed before me this 19TH day of AUGUST 2024.

Teresa A. Yamane
(Notary Public)

My commission expires 1/30/27.



20. Current Licensee's Signature

I declare, under penalty of perjury, that the current licensee of this facility concurs with this change of ownership and recommends that this application for a change of ownership be granted. I certify that I am authorized to make this representation on behalf of the current licensee.

THE RETREAT HOSPICE INPATIENT by SAAD
Name of Currently Licensed Facility


Signature

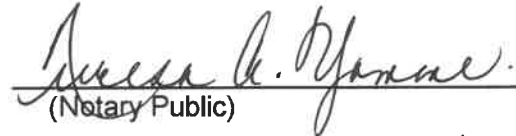
8/19/24.
Date

PHILLIP S. FULGHAM.
Printed Name

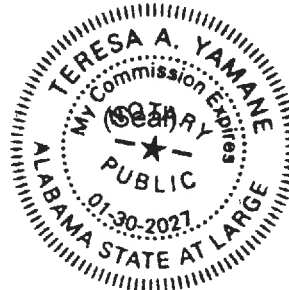
VP - Hospice.
Title/Position

NOTARIZED:

Sworn to and subscribed before me this 19TH day of AUGUST 2024.


(Notary Public)

My commission expires 1/30/27.





Certificate # 28820

This is to certify that a license is hereby granted by the State Board of Health to
SAAD HOSPICE, INC.
to operate

THE RETREAT HOSPICE INPATIENT BY SAAD

as a

HOSPICE

This license is valid for the following location

1515 S. UNIVERSITY BLVD • MOBILE, AL 36609



Licensed Beds: **24**

E4922

Facility Identification

2024

Scott Harris, MD

Scott Harris, M.D.
State Health Officer

This License shall expire December 31, 2024.



**SAAD ENTERPRISES, INC. – 100% Ownership
SHAREHOLDERS OF THE CORPORATION
As of January 1, 2024**

SHAREHOLDER/OWNESHIP INTEREST	SHARES	PERCENT
Barbara S. Fulgham	357.00	14.43%
Henry B. Fulgham	124.00	5.01%
Barbara and Henry Fulgham	612.07	24.74%
Ellen Thompson	36.00	1.455%
Phillip S. Fulgham	36.00	1.455%
Emily G. Haynes	36.00	1.455%
Preston S. Fulgham	36.00	1.455%
Dorothy S. Dunning	981.07	39.65%
Claudia Carianne Dunning	124.00	5.01%
Leland Dunning	132.00	5.34%
TOTAL SHARES	2474.14	100.00%

Saad

Healthcare

SAAD ENTERPRISES, INC. Corporate Officers, Directors, Relationships 2024

OFFICERS:

Barbara S. Fulgham	President & CEO
Henry B. Fulgham	Executive VP, CFO, COO
Dorothy S. Dunning	Executive VP, Mississippi Operations

DIRECTORS:

1. Barbara S. Fulgham	Director
2. Henry B. Fulgham	Director
3. Dorothy S. Dunning	Director
4. Phillip S. Fulgham	Director
5. Ellen G. Thompson	Director
6. Preston S. Fulgham	Director
7. Emily F. Haynes	Director
8. Leland Dunning	Director
9. Claudia C. Dunning	Director

RELATIONSHIPS:

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Barbara Fulgham	Henry Fulgham	Barbara & Henry Fulgham are husband and wife.
Barbara Fulgham	Dorothy S. Dunning	Barbara Fulgham & Dorothy Dunning are sisters.
Barbara & Henry Fulgham	Phillip Fulgham, Ellen Thompson, Preston S. Fulgham, Emily F. Haynes	Barbara & Henry Fulgham are the parents of Phillip Fulgham, Ellen Thompson, Preston S. Fulgham, and Emily F. Haynes.
Dorothy Dunning	Leland Dunning Claudia C Dunning	Dorothy Dunning is the parent of Leland Dunning and Claudia C. Dunning

EXHIBIT E

From: Loree Skelton <loreeskelton@bellsouth.net>
Sent: Tuesday, September 24, 2024 2:31 PM
To: [REDACTED] <[\[REDACTED\]@adph.state.al.us](mailto:[REDACTED]@adph.state.al.us)>
Cc: [REDACTED] <[\[REDACTED\]@adph.state.al.us](mailto:[REDACTED]@adph.state.al.us)>
Subject: Re: FW: CHOW - USA - Providence IP Hospice

[REDACTED]
Thank you so much for letting me know. I know it was sent out Friday.
I will check on it.
Best,
Loree

On September 24, 2024 2:28:44 PM "[REDACTED] <[\[REDACTED\]@adph.state.al.us](mailto:[REDACTED]@adph.state.al.us)>" <[REDACTED]>
wrote:

H Loree,

It was received. We're just waiting on the payment.

Thanks

Health Services Administrator - Licensure Unit
Civil Money Penalties (CMP) Coordinator
Alabama Department of Public Health
Bureau of Provider Services -
Phone: (334) 206-3391
Email: [\[REDACTED\]@adph.state.al.us](mailto:[REDACTED]@adph.state.al.us)

From: "Loree Skelton" <loreeskelton@bellsouth.net>
To: <[\[REDACTED\]@adph.state.al.us](mailto:[REDACTED]@adph.state.al.us)>
Cc: <[\[REDACTED\]@adph.state.al.us](mailto:[REDACTED]@adph.state.al.us)>
Date: 09/24/2024 02:00 PM
Subject: FW: CHOW - USA - Providence IP Hospice

Good afternoon [REDACTED]:

I am following up regarding the email that I sent you both on Friday just to confirm that y'all received.

Could you please advise when you have a moment?

Thank you in advance,

Loree

Loree J. Skelton

On behalf of Saad Enterprises, Inc.

Loree J. Skelton, LLC

P.O. Box 26214

Birmingham, Al. 35260-0214

(205)790-1930 (O)

loreeskelton@bellsouth.net

From: Loree Skelton <loreeskelton@bellsouth.net>

Sent: Friday, September 20, 2024 5:06 PM

To: @adph.state.al.us' <adph.state.al.us>

Cc: @adph.state.al.us' <@adph.state.al.us>

Subject: FW: CHOW - USA - Providence IP Hospice

Dear Ms. [REDACTED]:

Please see the attached letter submitted on behalf of Saad Enterprises, Inc. dba Saad Hospices' Change of Ownership Application and accompanying documents as required for processing.

The documents attached hereto are as follows:

1. CHOW request for License Application;
2. SHPDA Approval of CHOW Application;
3. License Certificate;
4. Medical Director Agreement
5. Articles of Incorporation for Saad Enterprises, Inc.;
6. By-Laws for Saad Enterprises, Inc.;

7. USA Health – Saad Lease Agreement

Additionally, the required filing fee of \$240.00, plus an additional \$30.00 of \$6.00 per bed. The total is 15 beds, but, as the instructions state, the first 10 beds are excluded in the additional fee calculation. Said check will be submitted via U.S. Mail or verified carrier for delivery to ADPH.

Thank you for your consideration in this matter.
Please do not hesitate to contact me with any questions or comments.

Respectfully submitted,

Loree J. Skelton
On behalf of Saad Enterprises, Inc.

Loree J. Skelton, LLC
P.O. Box 26214
Birmingham, AL 35260-0214
(205)790-1930 (O)
loreeskelton@bellsouth.net

Confidentiality Notice - *This e-Mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential or privileged information. If this message concerns a lawsuit, it may be considered a privileged communication. Any unauthorized*

EXHIBIT F

From: loreeskelton@bellsouth.net <loreeskelton@bellsouth.net>
Sent: Wednesday, October 16, 2024 2:36 PM
To: [REDACTED]@adph.state.al.us' <[REDACTED]@adph.state.al.us>
Subject: RE: FW: CHOW - USA - Providence IP Hospice

Yes ma'am. Will do. Ok. Thank you for the guidance. I will do so. I will follow up soon.
Best,
Loree

From: [REDACTED]@adph.state.al.us <[REDACTED]@adph.state.al.us>
Sent: Wednesday, October 16, 2024 12:16 PM
To: loreeskelton@bellsouth.net
Cc: [REDACTED]@adph.state.al.us
Subject: Re: FW: CHOW - USA - Providence IP Hospice

Hello Ms. Skelton,

Since the unit was previously licensed and subsequently closed, you will be required to submit an initial license application in order to reopen the unit to operate those beds. This does not imply a change of ownership, as it was closed prior to this process.

Thanks

Exhibit G

ADPH Certificate of Completion (March 14, 2025)

STATE OF ALABAMA
DEPARTMENT OF PUBLIC HEALTH
DIVISION OF PROVIDER SERVICES
P.O. BOX 303017 (MAILING ADDRESS)
MONTGOMERY, ALABAMA 36130-3017
THE RSA TOWER, SUITE 700, 201 MONROE STREET, MONTGOMERY, AL 36104
(PHYSICAL LOCATION)

INITIAL LICENSE APPLICATION TO OPERATE A HOSPICE

<p style="text-align: center;">APPLICATION FEE</p> <p>APPLICATION FEES ARE NOT REFUNDABLE</p> <ul style="list-style-type: none">The fee is \$240 for an <u>in-home hospice</u>.The fee for an <u>inpatient hospice</u> is \$240 plus \$6 for each bed, excluding the first ten beds. <p>MAKE CHECK OR MONEY ORDER PAYABLE TO: ALABAMA DEPARTMENT OF PUBLIC HEALTH</p>	<p style="text-align: center;">FOR DEPARTMENTAL USE ONLY</p> <p>Application Fee _____ Check # _____</p> <p>Facility ID # _____</p>
--	---

<p>1. <u>SAAD ENTERPRISES INC. D/B/A</u> <u>SAAD HOSPICE SERVICES.</u> Applicant (see instructions on page 3)</p> <p>2. <u>1515 UNIVERSITY BLVD. S.</u> Applicant Address</p> <p>3. <u>MOBILE</u> <u>AL</u> <u>36609.</u> City State Zip Code</p> <p>4. <u>251-343-9600.</u> Applicant Telephone Number</p> <p>5. <u>PHILLIP S. FULGHAM</u> Facility Administrator</p> <p>6. <u>15</u> Inpatient Hospice Bed Capacity (see instructions on page 3)</p>	<p>7. <u>SAAD HOSPICE at PROVIDENCE.</u> Facility Name (see instructions on page 3)</p> <p>8. <u>6801 AIRPORT BLVD., SUITE 11TH FL.</u> <u>MOBILE, AL 36608</u> Facility Physical Address</p> <p>9. <u>1515 UNIVERSITY BLVD. S.</u> Facility Mailing Address (see instructions on page 3)</p> <p>10. <u>MOBILE</u> <u>36609</u> <u>MOBILE.</u> City Zip Code County</p> <p>11. <u>251-343-9600.</u> Facility Telephone Number</p> <p><u>phillip.fulgham@saadhealthcare.com.</u> Facility Administrator Email Address</p>
--	--

12. This hospice location is a: Parent Office ☐ Satellite Office ☒ (NOTE BELOW)

If Satellite Office checked, provide Parent Provider Number: 01-1503.(PTAN)

AND Parent Office Name: SAAD HOSPICE SERVICES.

13. Applicant Information

- a. Applicant is a (check one):

Individual	<input type="checkbox"/>	Nonprofit Corporation	<input type="checkbox"/>	City	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	Hospital Authority	<input type="checkbox"/>	County	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>	State	<input type="checkbox"/>	Joint City County	<input type="checkbox"/>
Limited Liability Company	<input type="checkbox"/>	Other:	<input type="checkbox"/>		

Specify

- b. List all the applicant's board members and officers (attach additional paper if necessary).

SEE ATTACHED.

- c. List the name(s) of any person or business entity that has 5% or more ownership interest in the applicant (attach additional paper if necessary). Also, attach a diagram depicting the organizational structure.

SEE ATTACHED.

- d. Does this applicant or any of its owners listed in item "c" operate any other health care facility in Alabama or in any other state? YES ☒ NO ☐ If yes, attach a list including the type(s) of facility(s), name(s), address(s), and owner(s).

THE RETREAT HOSPICE INPATIENT by SAAD
1515 B UNIVERSITY BLVD.S., MOBILE, AL 36609
OWNERSHIP SAME AS LISTED IN B+C ABOVE (see attached)

- e. Have any of the facilities listed in item "d" had any adverse licensure action taken against them or been subject to exclusion from the Medicare or Medicaid Reimbursement Programs? YES ☐ NO ☒ If yes, attach an explanation.

- f. Have the applicant, officers or principals ever had a license application denied by this or any other state? YES ☐ NO ☒ If yes, attach an explanation.

14. Has the facility administrator listed in item "5" of this application:

- a. ever been convicted of a crime? YES ☐ NO ☒
- b. ever been found guilty of abusing another individual? YES ☐ NO ☒
- c. ever had adverse action taken against a professional license, for example, nursing home administrator license, attorney license, nurse license, physician license. YES ☐ NO ☒
- d. ever been excluded from participation in Medicare or Medicaid Reimbursement Program?
YES ☐ NO ☒

If a, b, c, or d are yes, attach an explanation for each affirmative answer.

15. Provide the name, phone number, and email address for a knowledgeable person that can supply details about this application.

Name (print) LOREE J. SKELTON, ATTORNEY

Phone 205-790-1930

Email loreeskelton@bellsouth.net

15. Administrator Signature:


I declare, under penalty of perjury, that I have not operated or allowed to be operated this facility, or any other facility, without a license. I agree to operate this facility according to the Rules of the Alabama State Board of Health.

PHILLIP S. FULGHAM. [Signature]
Printed Name Signature

10/17/24.
Date

NOTARIZED:

Sworn to and subscribed before me this 17TH
day of OCTOBER 20 24.
[Signature]
(Notary Public)



16. Attestation of Responsible Person:


I declare, under penalty of perjury, that I have personal knowledge about the statements made in this application and certify that all statements are true and correct. To the best of my knowledge, neither the applicant nor any of the principals, including myself, the owners, and the administrator, have operated or allowed to be operated this facility, or any other facility, without a license. I certify that I am authorized to make this representation on behalf of the applicant.

[Signature] HENRY B. FULGHAM.
Signature Print Name

CHIEF OPERATING OFFICER 10/17/24.
Title/Position Date

NOTARIZED:

Sworn to and subscribed before me this 17TH
day of OCTOBER 20 24.
[Signature]
(Notary Public)





Certificate # 28820

This is to certify that a license is hereby granted by the State Board of Health to
SAAD HOSPICE, INC.
to operate

THE RETREAT HOSPICE INPATIENT BY SAAD
as a
HOSPICE

This license is valid for the following location

1515 S. UNIVERSITY BLVD • MOBILE, AL 36609



Licensed Beds: **24**

E4922

Facility Identification

Scott Harris, MD

Scott Harris, M.D.
State Health Officer

This License shall expire December 31, 2024.

2024



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As of January 1, 2024**

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Saad

Healthcare

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Dorothy Dunning	Leland Dunning Claudia C Dunning	Dorothy Dunning is the parent of Leland Dunning and Claudia C. Dunning

Exhibit H

**Saad Resubmitted ADPH Initial License Application (originally filed with ADPH on
October 21, 2024 and resubmitted on March 20, 2025)**



January 17, 2025

Tony Dunklin
Technical Service Unit
Alabama Department of Public Health
The RSA Tower, Suite 1510
P.O. Box 303017
Montgomery, AL 36130-3017

cc: Phillip Fulgham
SAAD Hospice

Loree J. Skelton, Esq.

RE: SAAD Hospice Inpatient at Providence
Providence Hospital
11th Floor
6801 Airport BLVD.
Mobile, AL 36608

Dear Mr. Dunklin,

We have reviewed the 'Rules of Alabama State Board of Health/ Alabama Department of Public Health Chapter 420-5-17/ Hospices' and conclude, based on these regulations, that this facility complies.

The facility contains 15 licensed beds on the 11th floor of Providence Hospital. The existing space of the facility previously served as a 15-bed hospice for 6-7 years prior to the current renovation. The proposed renovation is cosmetic with no effect on the electrical, HVAC, structural integrity of the building, with no changes to functional operation, life safety or additional beds added.

Attached are pages from Chapter 420-5-17 with comments stating compliance. In addition, a Floor Plan of the hospice facility and a Typical Patient Room are included to assist you with your review.

Please feel free to contact me with any questions.

Hans D. Strauch

Hans D. Strauch
Registered Architect
State of Alabama
Lic. # 5803



TRANSMITTAL FORM

DRAWINGS & SPECIFICATIONS

A separate transmittal form is required for each submittal.

Architect Project Number

☐ First Submittal for this project OR

ADPH Project Number

The Project Name and Location as Provided on the Pre-licensure or License

Project Title/Description

Project Phase

☐ Preliminary ☐ Final Stage ☐ Fire Sprinkler

Building Construction as provided on the drawings

Number of Stories: ____ Sprinkler System? ____
NFPA Construction Type: _____ IBC Construction Type: _____
[Type II (111), etc.]

This space is for ADPH use only.

ADPH acknowledges receipt, as stamped above.

Project Type

☐ Abortion Clinic ☐ Surgery Center
☐ Assisted Living ☐ Other
☐ Dialysis Center
☐ Free-standing Emergency Department
☐ Hospital
☐ Inpatient Hospice
☐ Nursing Home
☐ Rehabilitation Center

Architect or Sprinkler Contractor Name and Address

Contact Person _____
Phone _____ FAX _____
E-mail _____

Owner Name and Address

Contact Person _____
Phone _____ FAX _____
E-mail _____

This plan submittal must include your written response to ADPH comments made on previous submittals.

Printed name of contact person submitting documents

Date

Courier Address

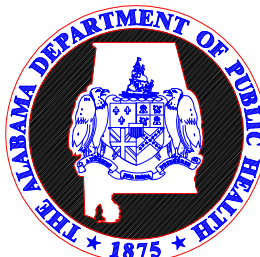
TECHNICAL SERVICES UNIT

ALABAMA DEPARTMENT OF PUBLIC HEALTH

The RSA Tower, Suite 1510

201 Monroe Street

Montgomery, AL 36104



Mailing Address

TECHNICAL SERVICES UNIT

ALABAMA DEPARTMENT OF PUBLIC HEALTH

The RSA Tower, Suite 1510

P.O. Box 303017

Montgomery, AL 36130-3017

420-5-17-.25 Physical Plant Inpatient Hospices.

The provisions of this section shall apply to all inpatient hospices licensed by the State Board of Health.

(1) General Requirements. The hospice shall have physical space for private patient and family visiting.

- (a) The hospice shall provide accommodations for family members to remain with the patient throughout the night.

Each room includes a chair that adjusts into a position for sleeping.

Common areas will convert to sleeping accommodations at night.

- (b) The hospice shall provide accommodations for family privacy after a patient's death.

All patient rooms are private.

Multipurpose Room and Consult Room are available for families.

- (c) The patient areas in the hospice shall have decor which is homelike in design and function.

Additions of furniture, art and home-like lighting

- (d) Patients shall be permitted to receive visitors, including small children, at any hour.

As per policy, Patients can receive visitors at any time.

(2) Location.

- (a) Each hospice shall be located so that they are free from undue noises, smoke, dust, or foul odors and shall not be located adjacent to railroads, freight yards, airports, industrial plants, disposal plants, cemeteries, funeral homes, or any other similar facility or activity. This rule shall not prevent additions to existing facilities.

Previously existing facility; In Compliance with this requirement.

- (b) The location and construction of all facilities shall comply with local zoning, building, and fire ordinances. Evidence to this effect, signed by local fire, building, and zoning officials, shall be furnished to the State Board of Health.

Not applicable in this instance

- (c) Facilities shall be located on the streets or roads, which are kept passable at all times. Facilities constructed after the effective date of these rules shall be located on paved roads.

Not applicable in this instance

(3) Submission of Plans and Specifications. When construction is contemplated, either for new buildings, conversions, additions, or major alterations to existing buildings coming within the scope of these rules, plans, and specifications shall be submitted for review and approval to the Alabama Department of Public Health, in accordance with Alabama Administrative Code Rule 420-5-22, "Submission of Plans and Specifications for Healthcare Facilities."

- (a) Minor alterations and remodeling which do not affect the structural integrity of the building, do not change functional operation, do not affect fire safety, and do not add beds over those for which the facility is licensed, need not be submitted for approval.

Not applicable in this instance.

(4) Inspections. The State Board of Health and its authorized representative shall have access to the site for inspection.

Hospital in compliance with this requirement.

(5) Remodeling and Alterations. The remodeled area of existing facilities shall be upgraded to comply with the current requirements for new construction.

- (a) Any remodeling to existing facilities shall not diminish the level of safety, which existed prior to the start of the work.

Not applicable in this instance.

(6) General Requirements - Inpatient Hospices.

The provisions of the section shall apply to all inpatient hospices, licensed by the State Board of Health on the effective date of these regulations.

- (a) All hospices shall comply with the applicable regulations of the State Board of Health in the codes and standards as adopted by the State Board of Health, see Alabama Administrative Code, Rule 420-5-22, "Submission of Plans and Specifications for Healthcare Facilities."

In Compliance

(b) The occupancy classification for all hospice facilities shall be “health care – limited care facility” as defined in the NFPA 101 Life Safety Code.

1. Exception 1 – a hospice located within a hospital shall meet the NFPA 101 Life Safety Code requirement for “health care – hospital” and all requirements for hospitals by the Department of Public Health in addition to those requirements contained within these regulations.

In Compliance

2. Exception 2– a hospice located within a nursing home shall meet the NFPA 101 Life Safety Code requirement for “health care – nursing home” and all requirements for nursing homes by the Department of Public Health in addition to the requirements contained within these regulations.

Not Applicable

(c) Water Supply.

1. If at all possible, all water shall be obtained from a public water supply. If it is impossible to connect to a public water system, the private water supply shall be approved by the State Board of Health.

Hospital in compliance with this requirement.

2. Water under pressure of not less than 15 lbs. per square inch shall be piped within the building to all sinks, toilets, lavatories, tubs, showers, and other fixtures requiring water.

Hospital in compliance with this requirement.

3. An adequate supply of hot water shall be provided at all times throughout the facility. Temperature of hot water at plumbing fixtures used by patients shall be automatically regulated thermostatically by control values and will not exceed 120 degrees Fahrenheit.

Hospital in compliance with this requirement.

4. In the laundry, provision shall be made to increase the water temperature to 160 degrees Fahrenheit.

Laundry handled by hospital or third party, in compliance

5. There shall be procedures established to ensure that water can be provided for all essential services in the event of loss of the normal water supply.

Hospital in compliance with this requirement.

(d) Disposal of liquid and human wastes.

1. There shall be installed within the building a properly designed waste disposal system connecting to all fixtures to which water under pressure is piped.

Hospital in compliance with this requirement.

2. All liquid and human waste, including floor wash water and liquid waste from refrigerators, shall be disposed of through trapped drains into a public sanitary sewer system in localities where such system is available.

Hospital in compliance with this requirement.

3. In localities where a public sanitary sewer is not available, liquid and human waste shall be disposed through trapped drains into a sewage disposal system approved by the county health department and/or the State Board of Health.

Hospital in compliance with this requirement.

4. The sewage disposal system shall be of a size and capacity based on the number of patients and personnel housed and employed in the institution. Where the sewage disposal system is installed prior to the opening of the institution, it shall be assumed, unless otherwise proven, that the system was designed for 10 or fewer persons.

Hospital in compliance with this requirement.

5. Plumbing shall be sized, installed, and maintained to carry adequate quantities of water to required locations throughout the facility, to prevent contamination of the water supply, and to properly convey sewage and liquid waste from the establishment to the sewerage or sewage disposal system, in a manner not to constitute a source of contamination or create an unsanitary condition or nuisance.

Hospital in compliance with this requirement

(di) Solid waste.

1. Solid, non-infectious wastes shall be kept in leak proof, non-absorbent containers, which shall be kept covered with tight-fitting lids, and shall be disposed of with sufficient frequency and in a manner to prevent a nuisance.

Proper disposal of liquids and human waste executed through hospital systems.

2. Solid wastes which are potentially infectious shall be burned on the premises in an incinerator approved by the State Board of Health or disposed of in a manner approved by the State Board of Health or its appropriate designated agency.

Proper disposal of liquids and human waste executed through hospital systems.

3. Trash chutes are prohibited.

Proper disposal of liquids and human waste executed through hospital systems.

(f) No part of a hospice may be rented, leased, or used for any purpose that is disruptive to the operation of the facility. Building uses not necessary to the facility operation shall be distinctly separated from the licensed facility operation. The State Board of Health shall approve all plans for functions not necessary to the operation of the facility. These areas shall be separated from the licensed facility by a two-hour fire separation.

In compliance with this requirement.

(g) Construction type. The construction type of all buildings shall be classified according to National Fire Protection Association 220. All buildings shall meet the minimum construction requirements called for in the applicable occupancy sections of National Fire Protection Association 101 including automatic sprinkler system if required.

Hospital in compliance with this requirement. No changes are being made affecting structural integrity or fire safety.

(h) The building shall be structurally sound from leaks and excessive moisture, in good repair, and painted at sufficient intervals to be reasonably attractive inside and out.

Hospital in compliance with this requirement.

- (i) Distance to property line or adjacent structures.

1. There shall be a minimum of 30 feet of clear space measured perpendicular between a patient bedroom window and any building or the property line.

Hospital in compliance with this requirement

2. There shall be, as a minimum, 30 feet between any part of the building and any adjacent building(s) not conforming to the requirements of these regulations.

Hospital in compliance with this requirement.

- (j) The building area shall not occupy more than 40 percent of the site.

Hospital in compliance with this requirement.

- (k) There shall be telephone, as necessary, to summon help in case of fire or other emergency.

Hospital in compliance with this requirement.

(l) Lighting.

1. All lighting shall be electric.

In Compliance

2. Each patient's room and bathroom shall have artificial light adequate for eating and other uses as needed. All entrances, hallways, stairways, ramps, cellars, rooms, storerooms, kitchens, laundries, and service units shall have sufficient artificial lighting to prevent accidents and promote efficiency of service.

Hallways equipped with always-on lights. Other listed areas have lighting satisfying requirements.

3. Night lights shall be provided in bedrooms, hallways, and toilets and/or bathrooms that open in the patient rooms. Glowing toggle switches are acceptable in toilets and/or bathrooms.

Night lights in Patient Rooms. Bathrooms/Toilets have glowing toggle switches.

(li) Floors.

1. All floors are smooth and free from cracks and finished so that they can be easily cleaned. All floors in the facility except mechanical rooms shall be covered wall-to-wall with inlaid linoleums, resilient tile, hard tile, carpet, or the equivalent. A painted floor finish is not acceptable except in mechanical rooms and electrical rooms. Carpet is not acceptable in kitchens, utility rooms, toilets, baths, and janitor's closets.

In Compliance

2. All carpet must meet NFPA 101 requirements for "Class I" interior floor finishes.

Carpet In Compliance with the requirement of having a critical radiant flux of at least 0.45 W/cm².

(n) Patient bedrooms shall have an outside window, installed so that it can be opened from the inside without the use of tools or keys. Screens shall be provided on all operable windows.

Patient bedrooms have one window but it is non-operable by the hospitals standards/requirements of safety.

(o) Walls and ceilings shall be of sound construction with an acceptable surface and maintained in good repair.

In Compliance

(p) A ceiling height of 8 feet or more (does not include furred area) shall be provided throughout the facility. After the effective date of these regulations, a ceiling height of 7 foot 6 inches is allowed in corridors.

Ceiling heights exceed 8 feet.

(q) Doors. To avoid the danger of a patient falling and blocking the swing of a door, all doors to patient's baths and toilets shall swing out or be double acting and equipped with an emergency stop release.

Negative Pressure Room (Room 15) has a bathroom door that swings outward. All other Patient rooms have double-acting bathroom doors.

(r) Fire hydrants. All facilities shall have access to public fire, hydrant protection, or the equivalent approved by the local fire department or state Marshall. Access to fire hydrants shall be within 500 feet.

Hospital in compliance with this requirement.

(s) Handrails shall be installed on both sides of all corridors and shall be maintained in safe repair. Handrails shall return to the wall at the end of each handrail section.

Handrails have been installed in corridors and return to wall as specified.

(t) Nurse call system.

A nurse call system is implemented and In Compliance

1. The facility shall have an electrical nurse call system at the side of each bed, which will provide an audible and visual signal on an annunciator panel at the nurses station.

A nurse call system is implemented and In Compliance.

2. Each facility shall have a light over the door to the bedroom in the corridor.

A nurse call system is implemented and In Compliance.

3. Nurse call system shall be provided in each patient toilet and bath.

A nurse call system is implemented and In Compliance.

(u) Elevators.

1. Facilities with patients on one or more floors above the first floor shall be equipped with at least one automatic elevator of a size sufficient to carry a patient on a stretcher.

Hospital In Compliance and maintains elevators.

2. Routine inspections should be made of elevators in accordance with codes and city ordinances.

Hospital In Compliance and maintains elevators.

(v) Exit signs. Exit signs shall be provided at all required exits. Additional exit signs shall be provided in corridors to indicate two directions of exit travel from any point additional exit signs for suites and places of assembly shall be installed as required.

Hospital In Compliance and maintains exit signs.

(w) General storage. A general storage room shall be provided for the central storage of equipment, supplies, etc. at the rate of 8 feet squared per bed and concentrated in one area. The storage room shall be designed to provide adequate and orderly storage so as to prevent the use of corridors and non-storage areas for storage purposes. When any part of the facility is remodeled or renovated, general storage shall be provided at the rate of 8 feet squared per bed. The general storage room shall be adequately ventilated space under stairs shall not be used for storage purposes.

Meets and/or Exceeds requirement for storage of 120 s.f or 8 square feet per bed (15). Storage is located in central area designated on plan. Total storage (150+ s.f.)

(x) Facilities for physically handicapped. Necessary physical accommodations shall be made to meet the needs of persons with physical disabilities site and hearing disabilities disabilities of coordination as well as other disabilities in accordance with the standards adopted by the State Board of Health.

Unit has a facility/bathroom for physically handicapped at the entrance of the unit.

(y) Heating ventilation and air conditioning. The building shall be well-ventilated at all times. Patient bedrooms shall be ventilated in such a manner as to supply fresh air and to prevent accumulation of objectionable odors. Kitchens, laundry, servicerooms, toilets, bathrooms, and all inside rooms shall be vented to prevent offensive odors from entering other parts of the building.

1. Ventilating fans and blowers. Ventilating fans and blowers, if installed, shall not be so located that they will obstruct any required exit, stairway, or corridor, and shall not create a draft from one floor to another.

Hospital in compliance and maintains heating ventilation and air conditioning.

2. Temperature to be maintained. The heating and cooling system must be capable of maintaining a temperature of 70°F throughout the patient/resident section of the building. The heating of all facilities shall be restricted to steam, hot water, or warm air systems, employing central heating plants or UL listed electric heating. The use of portable heaters of any kind is prohibited.

Hospital in compliance and maintains heating ventilation and air conditioning.

3. A laboratory, if provided, shall be ventilated and temperature controlled for proper equipment, operation, and/or test results.

Hospital in compliance and maintains heating ventilation and air conditioning.

(z) Ramps and inclines. Exterior and interior ramps and inclines, shall not be steeper than one footing rise in 12 feet of run, shall be finished with a nonslip surface and shall be provided with handrails on both sides.

Hospital in compliance with this requirement.

(aa) Basements.

1. The basement shall be considered as a story if 1/2 or more of its perimeter is level with or above grade.

Not applicable

2. No patient/resident shall be housed in any room that is more than 50 percent below ground level.

Not applicable as unit is located on 11th floor of hospital.

(bb) Emergency power. An emergency generator shall be provided to supply power to the following:

Hospital in compliance with this requirement.

1. Emergency corridor illumination
2. Exit signs
3. And exterior light at each exit.
4. Fire alarm system.
5. Smoke detection system.
6. Sprinkler system.
7. Life support system systems by providing wall receptacles in the corridor, at least every 50 feet and in at least two bedrooms in each nursing unit.
8. Telephone system.
9. Public address system.
10. Nurses call system.
11. Medicine preparation area.
12. Sprinkler riser room.
13. Main electrical panel room.
14. Emergency generator location.

(cc) Existing mechanical and electrical systems. Mechanical and electrical systems installed prior to the effective date of these rules shall be inspected by local building, electrical plumbing officials or the state fire marshal or such other persons as the State Board of Health may request, and the recommendations regarding adequacy and safety shall be presented to the board.

- *Hospital is in compliance with this requirement.*

(dd) Smoke dampers.

- *Hospital is in compliance with this requirement.*

1. Smoke dampers shall be located in all ducts, passing through smoke partitions. They shall be arranged to close upon activation of the fire alarm system by an initiating device.

2. Dampers shall remain closed while the fire alarm system is in the silence mode and shall remain closed until the fire alarm system is reset to normal.

(ee) Fire alarm.

○ *Hospital is in compliance with this requirement.*

1. Manual fire alarm system shall be provided to generate an audible and visual alarm throughout the facility.
2. Manual pull stations shall be installed at each exit.
3. The visual signal shall continue to flash while the alarm system is in the silence mode.
4. The fire alarm system shall sound upon activation of the automatic detection system, extinguishing system, and manual system.
5. In all buildings and additions connected by a common wall and corridor, the fire alarm system shall operate in all parts of the facility as one system.

(ff) Sprinkler. Building protection shall be provided throughout by an approved supervised automatic sprinkler system installed in accordance with NFPA 13 standard for the installation of sprinkler systems.

○ *Hospital in compliance with this requirement.*

(gg) Dead end corridor shall not exceed 20 feet in length.

○ *Hospital in compliance with this requirement.*

(hh) Rooms spaces and equipment.

○ *Hospice Unit In Compliance with these requirements.*

1. Each nursing unit shall have:

- (i) Nurses station.
In Compliance
- (ii) Soiled utility room.
In Compliance
- (iii) Clean utility room.
In Compliance

(iv) Medicine preparation area.

In compliance

(v) Clean linen storage area. Cabinets on the corridor are not allowable.

In Compliance, in clean Utility Room

(vi) Wheelchair and stretcher storage areas.

Hospital in compliance with this requirement.

maintains janitorial duties.

(vii) Janitors closet.

Hospital in compliance with this requirement and

(viii) On a nursing unit no patient bedroom door shall be more than 120 feet from the nurses station.

In Compliance

2. Bedrooms.

Hospice Unit In Compliance with the requirements below.

(i) Patient's bedrooms shall be located so as to minimize the entrance of odors, noise, and other nuisances.

In compliance

(ii) Patient's bedroom shall be directly accessible from the main corridor of the nursing unit. In no case shall a patient's bedroom be used for access to another patient's room.

In compliance

(iii) The bed capacity of any room shall not exceed four.

Rooms limited to 1 patient per room.

(iv) The minimum floor area of bedrooms (exclusive of toilet closet, wardrobe, alcove, or vestibules) shall be as follows:

All patient rooms exceed the 120 feet squared requirement. All patient rooms are private.

Private bedroom – 120 feet squared per bed

Multi patient bedroom – 80 feet squared per bed

(v) There shall be sufficient space to permit nursing procedures to be performed and to permit the placing of beds at least 3 feet apart and 2 feet from the wall at the side of the bed and 3 feet from the wall at the foot of the bed.

In compliance with space requirements for bed location.

(vi) Private bedrooms shall be provided at the ratio of one per 15 beds, or a major fraction thereof, which may include the special care or isolation room(s).

All rooms are private. One isolation room is provided with negative pressure and is located on plans provided. Patient Room 15

(vii) Each multi patient room shall have permanently installed cubicle curtains and tracks to permit in closing each bed with curtains to allow for the privacy of each patient without obstructing the passage of other patients to the corridor, closet, and toilet/ lavatory.

All patient rooms are private. In compliance.

(viii) Cubicle curtains installed in sprinkler building shall have 1/2 inch mesh openings extending 18 inches below the sprinkler deflector.

In compliance

3. Accommodations for patients. The minimum accommodations for patient shall include the following:

(i) Bed patient shall be provided with an adjustable hospital bed with proper fitting mattress and personal care items.

Adjustable beds and personal care items are supplied for all patients.

(ii) Ambulatory patients shall be provided with a standard or adjustable hospital bed.

Adjustable beds and personal care items are supplied for all patients.

(iii) Pillows and necessary coverings.

Bedding Provided by Hospice

(iv) Chair and bedside table.

Bedside nightstand with storage and a sleeper chair provided.

(v) Chest for storage of clothing, toilet articles, and personal belongings.

Bedside nightstand with storage provided.

(vi) Bedside electrical call system for summoning aid.

Nurse call light system implemented.

(vii) Waste paper receptacle.

Provided by Hospice.

(viii) Closet or wardrobe unit for each bed.

Patient rooms have one closet-like storage in each room.

(ix) All facilities shall have a bed light mounted on the wall at the head of the bed, operable by patient.

The overhead bed light has a switch/toggle next to the patient bed for operation.

(x) All facilities shall provide a hand washing lavatory in each room. They may be omitted from a single-bed or two-bedroom when a lavatory is provided in an adjoining toilet or bathroom.

Every patient room has an adjoining bathroom/lavatory with soap dispenser and disposable hand towels.

4. Isolation rooms shall be provided at the rate of not less than one private bedroom per 50 beds or major fraction thereof for the isolation of patients suffering from infectious disease diseases. The bedroom shall meet all of the requirements for bedrooms in these rules. Isolation bedrooms may be used to provide for the special care of patients with special needs. Isolation rooms shall have a private toilet.

One isolation room is available. It is directly to the left upon entering the unit. Patient Room 15.

5. The nurses station for each nursing unit shall include as a minimum of the following:

- a. Annunciator board for receiving patients calls

Nurses' station equipped with annunciator board.

- b. Cabinet space

Nurses' station equipped with ample cabinet/storage space.

- c. Storage space for current patient's charts.

Nursing staff use an Electronic Medical Records (emr) for storing patient charts. Physical storage for charts is also available.

- d. Working space and accommodations for recording and charting purposes by facility staff.

Nurses' station equipped with areas/desk space for tasks.

- e. Medicine preparation room/area. (See storage of drugs and biological for specific requirements.)

Nurses' station includes a locked medication room which contains the area for medicine preparation.

- 6. All facilities shall provide a separate clean and soiled utility room for each nursing unit.

- a. The clean utility room shall contain as a minimum:

Hospice Unit In Compliance with the requirements below.

- i. Wall and base cabinets.
- ii. Counter space.
- iii. Single compartment counter sink.
- iv. Paper towel cabinet. Soap dispenser.

- b. The soiled utility room shall contain as a minimum:

Hospice Unit In Compliance with the requirements below.

- i. Paper towel and soap dispensers.
- ii. Shelves.
- iii. Cabinets for storage of poisonous substances; i.e., cleaning supplies, urine test products, etc.
- iv. Table or counter.
- v. Service sink for chemical sterilization of bed, pans, urinals, and commode pails, and/or pressure sterilizer.

vi. Lavatory.

vii. Soiled linen hamper.

7. Toilet and bathing facilities.

- a. For all patient bedrooms, which do not have adjoining toilet and bath facilities, plumbing fixtures shall be provided within the nursing unit, according to the following ratio:

Bathtubs or showers – one per 12 beds

Lavatories – one per six beds

Toilets (water closet) – one per six beds

Not applicable to this Hospice Unit. All rooms have private bathrooms with shower, lavatory, and toilet.

- b. Nonskid, mats or equivalent and grab bars shall be provided at tubs and showers. Grab handles on soap dishes are not acceptable for grab bars.

Hospice Unit In Compliance with this requirement.

- c. Grab bars shall be provided at each water closet.

Hospice Unit In Compliance with this requirement.

- d. Only one tub or shower shall be installed in a bath or shower room. The room may also contain a lavatory and a water closet.

Hospice Unit In Compliance with this requirement.

8. Nourishment units

Hospice Unit In Compliance with the requirements below.

It is located directly to the right upon entering the unit.

- a. All facilities shall have a nourishment station containing the following: *Nourishment Station meets requirements.*

i. Work counter.

ii. Refrigerator.

iii. Hot plate or microwave.

iv. Storage cabinet.

- v. Sink in the counter.
 - vi. Ice machine.
 - vii. Storage space for trays and dishes.
 - viii. Hand washing lavatory.
- b. A clean utility room, separate from a soiled, utility room, may be used as a nourishment station when the above requirements are met.
9. Patient dining and recreation areas shall be provided in accordance with the following:
- Hospital In Compliance with the requirements below.*
- a. The total area set aside for these purposes shall be at least 20 feet squared per bed.
In Compliance
 - b. The area shall contain at least one sitting area and a dining area.
Combined dining and seating areas exceed requirement.
 - c. Each nursing unit shall contain at least one sitting area.
Unit meets requirement providing several small sitting areas and sitting in the large sitting/ dining room.
 - d. The dining room shall be of such size and dimensions as to prevent placing of dining tables and chairs to seat not less than 50 percent of the patients in the facility at one seating. The dining room may also be used for recreational purposes. The kitchen shall not be used as a dining room for a patient or personnel. Facilities shall provide a minimum of 12 feet squared per person in the dining room.
Unit satisfies requirement. Dining/ Sitting Room equals 360 s.f. 7 patients at one seating x 12 sf/ patient = 84 s.f.
 - e. Dietary manager's office shall be located within the department and shall be equipped with necessary equipment.

Dietary manager's office will be located in the "Medical Offices/Consult" Room directly outside of the unit.

10. Physical therapy areas, if provided, shall be in a specifically designated area and shall include equipment and areas as needed to meet specific patient requirements and shall also include storage space for linens, supplies, and equipment, a lavatory and a sink.

Not applicable to Hospice Unit.

11. The administrative department and services shall be located in a specifically designated area and shall include the following:

This area is the "Medical Offices/Consult" room, shared with the Dietary Manager.

- a. Administration.
- b. Business office/accounting services.
- c. Lobby or waiting area.

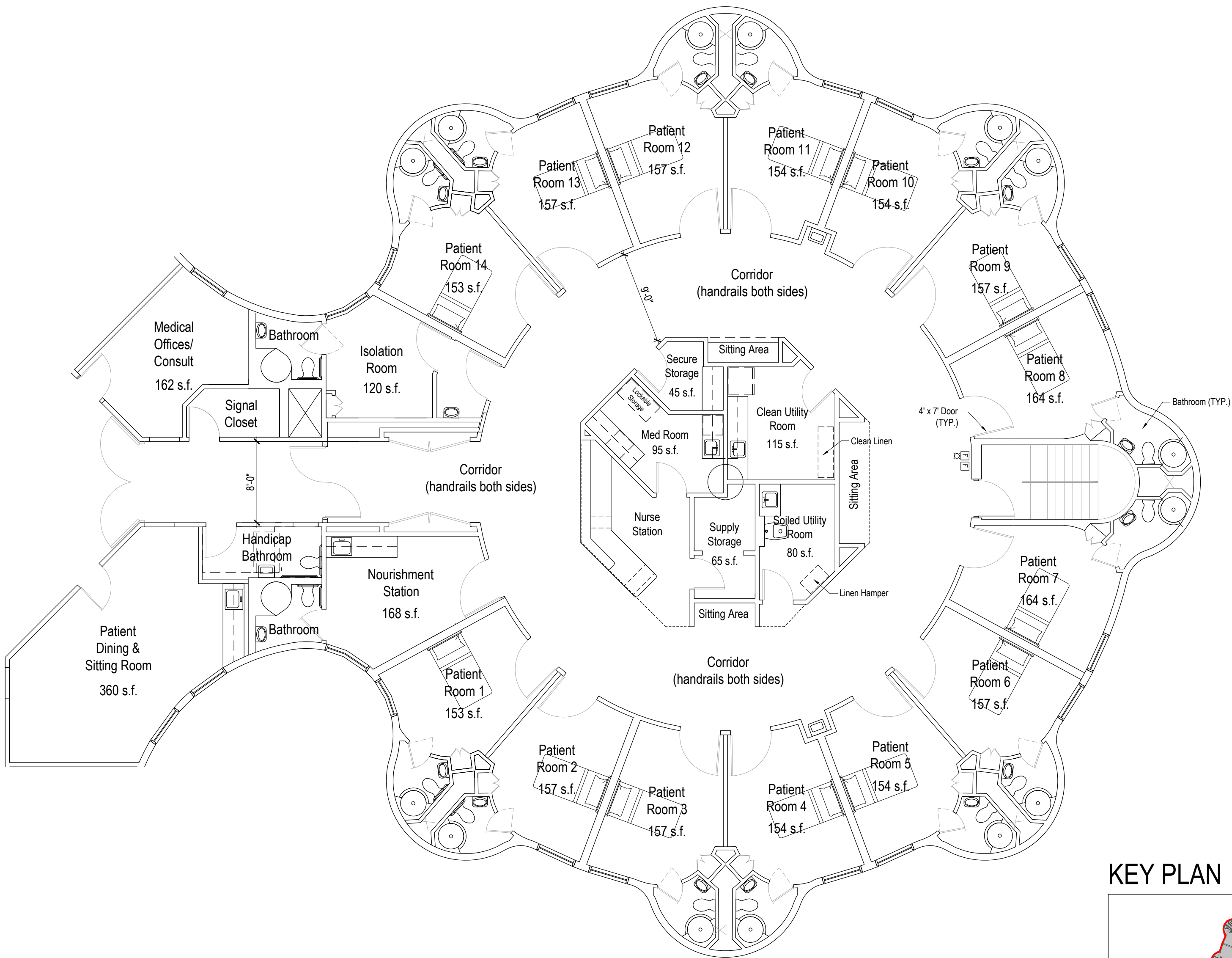
12. All facilities shall provide maintenance services.

Hospice Unit In Compliance with this requirement.

13. Employee toilets. Employee toilets shall be provided and shall include the following:

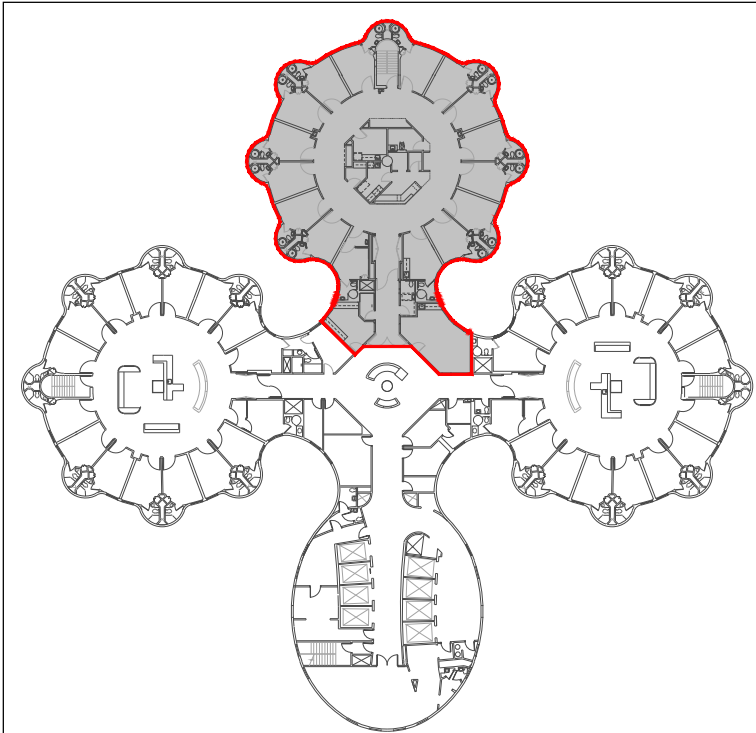
Hospice Unit In Compliance with this requirement. Employees have the option of two bathroom spaces. One at the entrance of the unit and the other adjacent to the Nourishment Station.

- a. Water closet.
- b. Lavatory.
- c. Soap dispenser.
- d. Disposable towel dispenser.
- e. Covered waste receptacle.



PLAN OF 11TH FLOOR, NORTH WING

KEY PLAN



Consultant :

Revisions :

No. :	Date :	Remarks :

Project :

Providence Hospital

Mobile, AL

Date : 01/17/2025

Scale : 1/8" = 1'-0"

Project Number :

Drawn By : YW

Checked By :

Drawing Title :

**11th Floor
North Wing
Floor Plan**

Seal :

Sheet No. :

A1

Consultant :

Revisions :

No. :	Date :	Remarks :

Project :

Providence Hospital

Mobile, AL

Date : 01/17/2025

Scale : 1/2" = 1'-0"

Project Number :

Drawn By : YW

Checked By :

Drawing Title :

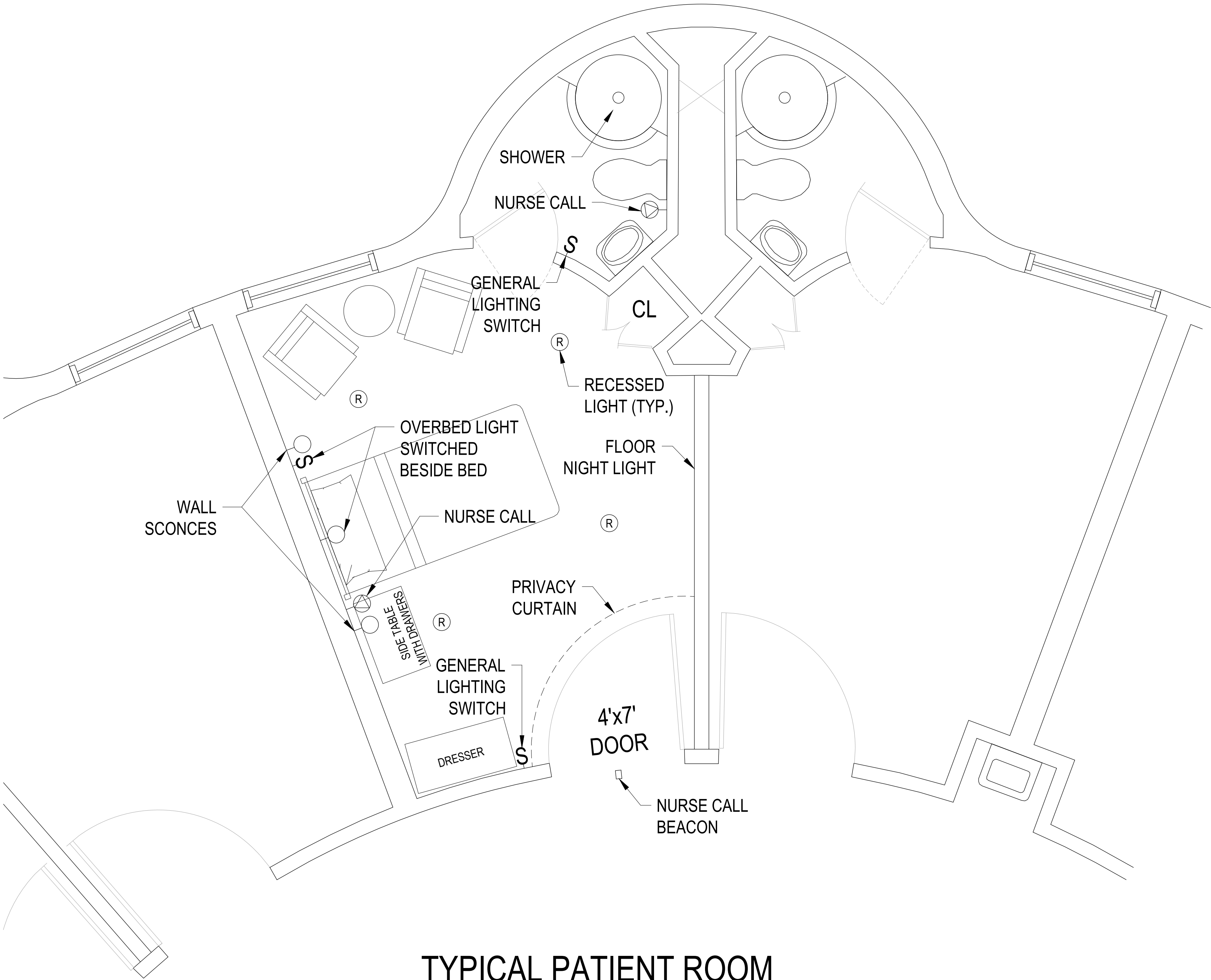
Typical Patient Room

Floor Plan

Seal :

Sheet No. :

A2



TYPICAL PATIENT ROOM

EXHIBIT I

From: <PlanReview@adph.state.al.us>
Date: Fri, Jan 24, 2025 at 10:54 AM
Subject: Preliminary Plans & Preliminary Fee Received (B-25-007)
To: <hstrauch@hdsarchitecture.com>
Cc: <[REDACTED]@saadhealthcare.com>

The ADPH Project Number assigned to this project is **B-25-007**.
Please include this assigned ADPH Project Number on all correspondences for this project.

Preliminary Plans Received:

01/24/2025	SAAD HOSPICE AT PROVIDENCE	P			B-25-007	MOBILE
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Preliminary Fee Received:

RECEIVED	LOG #	PROJECT #	FACILITY
1/24/2025	25-0012	B-25-007	SAAD HOSPICE AT PROVIDENCE
LOCATION	TYPE	CHECK #	
MOBILE	HSPC	25394	
NAME ON CHECK	CHECK AMOUNT		
SAAD ENTERPRISES, INC.	\$600.00		
STAGE	REMARKS		
P	NEED COST ESTIMATE		
PROJECT COST			

*****Please do not copy this email*****

*****Please direct all questions, inspection requests, and correspondences to your assigned Plan Reviewer/Inspector ONLY once they have been assigned to your project.*****

*****Please confirm that this email has been received.*****

Thank you,

Ms. Alex Andrews, ASA II
Alabama Department of Public Health
Technical Services Unit / Office of Facilities Management
201 Monroe Street, Suite 1510
Montgomery, Alabama 36104
334-206-5177

EXHIBIT J

STATE OF ALABAMA
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF FACILITIES MANAGEMENT
TECHNICAL SERVICES UNIT

CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY that a FINAL INSPECTION has been conducted for:

ADPH Project # B-25-007
SAAD Hospice Inpatient at Providence
Mobile, Alabama
Cosmetic upgrades to existing space (11th floor north wing)

and that said project, or above described portion thereof, was found to be in compliance with the plans, specifications and contract documents approved for its construction, and THIS IS TO FURTHER CERTIFY THAT said project was found to be in compliance with the physical facility requirements for pertinent Rules, Regulations and Standards duly promulgated and adopted by the State Board of Health for Hospices, and THAT THE said project may be occupied at such time as it is granted a license, if applicable, by the Bureau of Health Provider Standards. The bed capacity at this time is (15 beds).

The said project design was approved on February 21, 2025 under the 2012 Edition of NFPA 101, Chapter 18, for New Health Care Occupancies. The building design construction type per NFPA 220 is Type II (222). A complete automatic sprinkler system complying with the 2010 Edition of NFPA 13 was existing.

This Certificate of Completion (COC) expires twelve months from the effective date and is subject to an additional inspection with applicable fees by the Technical Services Unit Unless the facility owner has made Application for a regular license and or a change in license before the expiration date.

Effective: **March 14, 2025.**

Expiration: **March 14, 2026.**



Gary Gibson, Inspector

GG/aa

cc: Bureau of Health Provider Standards



Scott Harris, M.D., M.P.H.
STATE HEALTH OFFICER

March 14, 2025

Mr. Hans Strauch
HDS Architecture
625 Mount Auburn Street, Suite 202
Cambridge, MA 02138

Dear Mr. Strauch:

Re: ADPH Project # B-25-007
SAAD Hospice Inpatient at Providence
Mobile, Alabama 36608
Cosmetic upgrades to existing space (11th floor north wing)

A final inspection of the above-referenced project was conducted on March 12, 2025.
The project was found to be complete and in compliance with the approved plans, rules, and codes.

Payment for Final Inspection has been received and a Certificate of Completion (COC) has been issued as of March 14, 2025 and forwarded to Provider Services.

The issuance of this Certificate of Completion (COC) does not authorize the admittance of patients or residents. The use of the area can only be authorized by the Division of Provider Services.

I appreciate the cooperation extended this office and your help in conducting this inspection. If I may be of further assistance, please contact me at (334) 206-5184, fax (334) 206-5890, or e-mail at Gary.Gibson@adph.state.al.us.

Sincerely,

Gary Gibson
Technical Services Unit

GG/aa
cc: Phillip Fulgham

EXHIBIT K

From: [REDACTED] <@saadhealth.email>

Sent: Tuesday, March 4, 2025 9:57 AM

To: Gary.Gibson@adph.state.al.us

Cc: Hans D Strauch <hstrauch@hdsarchitecture.com>; loreeskelton@bellsouth.net

Subject: Saad Inpatient Hospice at Providence Hospital

Mr. Gibson,

I am reviewing the required final inspection documents and hoped to gain clarification from you regarding it. Unlike our freestanding inpatient hospice facility, this facility is within Providence Hospital as one of three units on the 11th floor. Furthermore, it was already approved as an inpatient facility and consequently the space already had met the state requirements for certification. The clarification I am requesting is what items on the final inspection checklist are needed given:

1.) The existing walls, floors, and ceilings were already in place and we did not change them. We painted the walls and added wood trim but did not remove the fire rated assemblies such as the sheetrock and ceilings. How do you recommend I proceed given that I do not actually have data sheets on material I did not purchase.

2.) MEP, Life Safety and Fire Protection systems are fully maintained and certified by the hospital and through whatever governing body (likely joint commission) certifies its operation. I can notate this in my final inspection request or if needed I can request it but I wanted to ask as I considered it may be redundant if this is already being reviewed by the State under the hospitals licensing.

3.) Certificate of Occupancy: Given the work did not involve anything required to be permitted there was no permitting required.

I appreciate your time and guidance in this matter. I would like to get the information you need to put in the request as soon as possible.

Kind regards,

Dear Mr. Gibson,

I am currently reviewing the required final inspection documents for the new inpatient hospice unit within Providence Hospital. I would appreciate your guidance on a few items to ensure I complete the process correctly.

1. ****Existing Structures:**** The walls, floors, and ceilings within the unit were already in place and met state requirements. We only painted the walls and added wood trim,

without altering any fire-rated assemblies. As I do not have data sheets for these existing materials, how do you recommend I proceed with this aspect of the inspection?

2. ****MEP, Life Safety, and Fire Protection Systems:**** These systems are fully maintained and certified by the hospital and the appropriate governing body. Is it sufficient to note this in my final inspection request, or do I need to provide additional documentation? I am mindful of avoiding redundancy if this information is already reviewed by the State under the hospital's licensing.

3. ****Certificate of Occupancy:**** As the work did not require any permitting, how should I address the Certificate of Occupancy requirement in the final inspection request?

Thank you for your time and guidance. I am eager to provide the necessary information as soon as possible to complete the final inspection request.

Kind regards,

--

A black rectangular box redacting the signature of the Vice President of Hospice.

Vice President of Hospice
Saad Healthcare

EXHIBIT L

From: loreeskelton@bellsouth.net <loreeskelton@bellsouth.net>
Sent: Monday, May 5, 2025 2:12 PM
To: 'shpda.online@shpda.alabama.gov' <shpda.online@shpda.alabama.gov>
Cc: 'Marsal, Emily' <Emily.Marsal@shpda.alabama.gov>; 'Williams, Bradford' <Bradford.Williams@shpda.alabama.gov>
Subject: Saad - Non-Reviewability Request FW: ADPH Project #B-25-007; SAAD Hospice Inpatient at Providence, Mobile, Alabama 36608; Cosmetic upgrades to existing space(11th floor north wing)FW: USA-Providence - Saad Hospice Unit Exhibit L

Email number 6, Exhibit L.

Very truly yours,

Loree J. Skelton
On behalf of Saad Enterprises, Inc.
d/b/a Saad Hospice Services, Inc.

Loree J. Skelton, LLC
P.O. Box 26214
B'ham., AL. 35260-0214
(205)790-1930(O)

From: loreeskelton@bellsouth.net <loreeskelton@bellsouth.net>
Sent: Thursday, March 20, 2025 4:05 PM
To: 'Gloria.Harris' <[@adph.state.al.us](mailto:Gloria.Harris@adph.state.al.us)>
Cc: ' <h@saadhealthcare.com>; ' <@saadhealth.email>; ' <@gmail.com>; ' <@saadhealthcare.com>
Subject: ADPH Project #B-25-007; SAAD Hospice Inpatient at Providence, Mobile, Alabama 36608; Cosmetic upgrades to existing space(11th floor north wing)FW: USA-Providence - Saad Hospice Unit

Good afternoon Ms. Harris

I am responding to the email sent to Phillip Fulgham yesterday regarding various needs for ADPH Project #B-25-007. Please see the chain of emails below for reference. We discussed this project back in September and October of 2024 and after first submitting a CHOW application on behalf of Saad, we were informed that we would need to submit an initial application form instead. I submitted that on October 21, 2024. (Please see email below and attached application form submitted). As per your email of yesterday, I am resubmitting the initial licensure application form along with an updated license for Saad for 2025. Additionally, as per your email from yesterday, I am attaching the Certificate of Need and the Certificate of Completion from Technical Services in order to proceed with scheduling the needed survey.

I have also attached additional documents for your review in an effort to ensure you have all documents you may need.

Please advise if you need anything further. As indicated previously, the fees for the initial licensure application submitted on October 21, 2024 have been submitted separately.

If we need to take any further action, please do not hesitate to contact me.

As always, thank you very much for your assistance, and for your consideration in moving to expedite this process as much as possible.

Best,

Loree J. Skelton

On behalf of Saad Hospice at Providence

Loree J. Skelton, LLC
P.O. Box 26214
B'ham., Al. 35260-0214
(205)790-1930(O); (205)824-3721(F)
loreeskelton@bellsouth.net

----- Forwarded by Gloria Harris HPS/ADPH on 03/20/2025 08:18 AM -----

From: Gloria Harris HPS/ADPH
To: "Phillip Fulgham" <phillip@saadhealth.email>
Date: 03/19/2025 05:01 PM
Subject: Re: The Retreat Hospice Inpatient By Saad (E4922)

Hello Mr. Fulgham,

To reopen the mentioned Hospice, you will need to submit an initial application along with the required supporting documents, including the Certificate of Need and the Certificate of Completion from Tech Services, before a survey can be conducted.

Thank you!

Thanks

Health Services Administrator - Licensure Unit
Civil Money Penalties (CMP) Coordinator
Alabama Department of Public Health
Bureau of Provider Services -
Phone: (334) 206-3391
Email: @adph.state.al.us

From: loreeskelton@bellsouth.net <loreeskelton@bellsouth.net>
Sent: Monday, October 21, 2024 1:04 PM
To: 'Gloria Harris' <@adph.state.al.us>; '@adph.state.al.us' <@adph.state.al.us>
Subject: USA-Providence - Saad Hospice Unit

Dear Mrs. Harris:

As per our conversation, please see the attached request for licensure application for Saad Hospice at Providence. The licensure fee has been sent separately and should be delivered today, if not already received.

Thank you very much for your guidance and assistance throughout this process.

We would greatly appreciate any assistance in expediting this process and stand ready to provide any necessary documents or otherwise to facilitate the same.
Please do not hesitate to contact me with any questions or comments.

Best,

Loree J. Skelton
On behalf of Saad Hospice at Providence

Loree J. Skelton, LLC
P.O.Box 26214
B'ham., Al. 35260-0214
(205)790-1930(O); (205)824-3721(F)
loreeskelton@bellsouth.net

STATE OF ALABAMA
DEPARTMENT OF PUBLIC HEALTH
DIVISION OF PROVIDER SERVICES
P.O. BOX 303017 (MAILING ADDRESS)
MONTGOMERY, ALABAMA 36130-3017
THE RSA TOWER, SUITE 700, 201 MONROE STREET, MONTGOMERY, AL 36104
(PHYSICAL LOCATION)

INITIAL LICENSE APPLICATION TO OPERATE A HOSPICE

<p style="text-align: center;">APPLICATION FEE</p> <p>APPLICATION FEES ARE NOT REFUNDABLE</p> <ul style="list-style-type: none">The fee is \$240 for an <u>in-home hospice</u>.The fee for an <u>inpatient hospice</u> is \$240 plus \$6 for each bed, excluding the first ten beds. <p>MAKE CHECK OR MONEY ORDER PAYABLE TO: ALABAMA DEPARTMENT OF PUBLIC HEALTH</p>	<p style="text-align: center;">FOR DEPARTMENTAL USE ONLY</p> <p>Application Fee _____ Check # _____</p> <p>Facility ID # _____</p>
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- | | |
|---|---|
| <p>1. <u>SAAD ENTERPRISES INC. D/B/A</u>
<u>SAAD HOSPICE SERVICES.</u>
Applicant
(see instructions on page 3)</p> <p>2. <u>1515 UNIVERSITY BLVD. S.</u>
Applicant Address</p> <p>3. <u>MOBILE</u> <u>AL</u> <u>36609.</u>
City State Zip Code</p> <p>4. <u>251-343-9600.</u>
Applicant Telephone Number</p> <p>5. <u>PHILLIP S. FULGHAM</u>
Facility Administrator</p> <p><u>phillip.fulgham@saadhealthcare.com.</u>
Facility Administrator Email Address</p> <p>6. <u>15</u>
Inpatient Hospice Bed Capacity
(see instructions on page 3)</p> | <p>7. <u>SAAD HOSPICE at PROVIDENCE.</u>
Facility Name
(see instructions on page 3)</p> <p><u>6801 AIRPORT BLVD., SUITE 11TH FL.</u>
8. <u>MOBILE, AL 36608</u>
Facility Physical Address</p> <p>9. <u>1515 UNIVERSITY BLVD. S.</u>
Facility Mailing Address
(see instructions on page 3)</p> <p>10. <u>MOBILE</u> <u>36609</u> <u>MOBILE.</u>
City Zip Code County</p> <p>11. <u>251-343-9600.</u>
Facility Telephone Number</p> |
|---|---|

12. This hospice location is a: Parent Office ☐ Satellite Office ☒ (NOTE BELOW)

If Satellite Office checked, provide Parent Provider Number: 01-1503.(PTAN)

AND Parent Office Name: SAAD HOSPICE SERVICES.

13. Applicant Information

- a. Applicant is a (check one):

Individual	<input type="checkbox"/>	Nonprofit Corporation	<input type="checkbox"/>	City	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	Hospital Authority	<input type="checkbox"/>	County	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>	State	<input type="checkbox"/>	Joint City County	<input type="checkbox"/>
Limited Liability Company	<input type="checkbox"/>	Other:	_____		<input type="checkbox"/>
Specify					

- b. List all the applicant's board members and officers (attach additional paper if necessary).

SEE ATTACHED.

- c. List the name(s) of any person or business entity that has 5% or more ownership interest in the applicant (attach additional paper if necessary). Also, attach a diagram depicting the organizational structure.

SEE ATTACHED.

- d. Does this applicant or any of its owners listed in item "c" operate any other health care facility in Alabama or in any other state? YES ☒ NO ☐ If yes, attach a list including the type(s) of facility(s), name(s), address(s), and owner(s).

THE RETREAT HOSPICE INPATIENT by SAAD
1515 B UNIVERSITY BLVD.S., MOBILE, AL 36609
OWNERSHIP SAME AS LISTED IN B+C ABOVE (see attached)

- e. Have any of the facilities listed in item "d" had any adverse licensure action taken against them or been subject to exclusion from the Medicare or Medicaid Reimbursement Programs? YES ☐ NO ☒ If yes, attach an explanation.

- f. Have the applicant, officers or principals ever had a license application denied by this or any other state? YES ☐ NO ☒ If yes, attach an explanation.

14. Has the facility administrator listed in item "5" of this application:

- a. ever been convicted of a crime? YES ☐ NO ☒
- b. ever been found guilty of abusing another individual? YES ☐ NO ☒
- c. ever had adverse action taken against a professional license, for example, nursing home administrator license, attorney license, nurse license, physician license. YES ☐ NO ☒
- d. ever been excluded from participation in Medicare or Medicaid Reimbursement Program?
YES ☐ NO ☒

If a, b, c, or d are yes, attach an explanation for each affirmative answer.

15. Provide the name, phone number, and email address for a knowledgeable person that can supply details about this application.

Name (print) LOREE J. SKELTON, ATTORNEY

Phone 205-790-1930

Email loreeskelton@bellsouth.net

15. Administrator Signature:


I declare, under penalty of perjury, that I have not operated or allowed to be operated this facility, or any other facility, without a license. I agree to operate this facility according to the Rules of the Alabama State Board of Health.

PHILLIP S. FULGHAM. [Signature]
Printed Name Signature

10/17/24.
Date

NOTARIZED:

Sworn to and subscribed before me this 17TH
day of OCTOBER 20 24.
[Signature]
(Notary Public)



16. Attestation of Responsible Person:


I declare, under penalty of perjury, that I have personal knowledge about the statements made in this application and certify that all statements are true and correct. To the best of my knowledge, neither the applicant nor any of the principals, including myself, the owners, and the administrator, have operated or allowed to be operated this facility, or any other facility, without a license. I certify that I am authorized to make this representation on behalf of the applicant.

[Signature] Print Name: HENRY B. FULGHAM.

Title/Position: CHIEF OPERATING OFFICER Date: 10/17/24.

NOTARIZED:

Sworn to and subscribed before me this 17TH
day of OCTOBER 20 24.
[Signature]
(Notary Public)





Certificate # 28820

This is to certify that a license is hereby granted by the State Board of Health to
SAAD HOSPICE, INC.
to operate

THE RETREAT HOSPICE INPATIENT BY SAAD
as a
HOSPICE

This license is valid for the following location

1515 S. UNIVERSITY BLVD • MOBILE, AL 36609



Licensed Beds: **24**

E4922

Facility Identification

Scott Harris, MD

Scott Harris, M.D.
State Health Officer

This License shall expire December 31, 2024.

2024



**SAAD ENTERPRISES, INC. – 100% Ownership
SHAREHOLDERS OF THE CORPORATION
As of January 1, 2024**

SHAREHOLDER/OWNESHIP INTEREST	SHARES	PERCENT
Barbara S. Fulgham	357.00	14.43%
Henry B. Fulgham	124.00	5.01%
Barbara and Henry Fulgham	612.07	24.74%
Ellen Thompson	36.00	1.455%
Phillip S. Fulgham	36.00	1.455%
Emily G. Haynes	36.00	1.455%
Preston S. Fulgham	36.00	1.455%
Dorothy S. Dunning	981.07	39.65%
Claudia Carianne Dunning	124.00	5.01%
Leland Dunning	132.00	5.34%
TOTAL SHARES	2474.14	100.00%

Saad

Healthcare

SAAD ENTERPRISES, INC. Corporate Officers, Directors, Relationships 2024

OFFICERS:

Barbara S. Fulgham	President & CEO
Henry B. Fulgham	Executive VP, CFO, COO
Dorothy S. Dunning	Executive VP, Mississippi Operations

DIRECTORS:

1. Barbara S. Fulgham	Director
2. Henry B. Fulgham	Director
3. Dorothy S. Dunning	Director
4. Phillip S. Fulgham	Director
5. Ellen G. Thompson	Director
6. Preston S. Fulgham	Director
7. Emily F. Haynes	Director
8. Leland Dunning	Director
9. Claudia C. Dunning	Director

RELATIONSHIPS:

Owner 1	Owner 2	Relationship
Barbara Fulgham	Henry Fulgham	Barbara & Henry Fulgham are husband and wife.
Barbara Fulgham	Dorothy S. Dunning	Barbara Fulgham & Dorothy Dunning are sisters.
Barbara & Henry Fulgham	Phillip Fulgham, Ellen Thompson, Preston S. Fulgham, Emily F. Haynes	Barbara & Henry Fulgham are the parents of Phillip Fulgham, Ellen Thompson, Preston S. Fulgham, and Emily F. Haynes.
Dorothy Dunning	Leland Dunning Claudia C Dunning	Dorothy Dunning is the parent of Leland Dunning and Claudia C. Dunning

STATE OF ALABAMA
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF FACILITIES MANAGEMENT
TECHNICAL SERVICES UNIT

CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY that a FINAL INSPECTION has been conducted for:

ADPH Project # B-25-007
SAAD Hospice Inpatient at Providence
Mobile, Alabama
Cosmetic upgrades to existing space (11th floor north wing)

and that said project, or above described portion thereof, was found to be in compliance with the plans, specifications and contract documents approved for its construction, and THIS IS TO FURTHER CERTIFY THAT said project was found to be in compliance with the physical facility requirements for pertinent Rules, Regulations and Standards duly promulgated and adopted by the State Board of Health for Hospices, and THAT THE said project may be occupied at such time as it is granted a license, if applicable, by the Bureau of Health Provider Standards. The bed capacity at this time is (15 beds).

The said project design was approved on February 21, 2025 under the 2012 Edition of NFPA 101, Chapter 18, for New Health Care Occupancies. The building design construction type per NFPA 220 is Type II (222). A complete automatic sprinkler system complying with the 2010 Edition of NFPA 13 was existing.

This Certificate of Completion (COC) expires twelve months from the effective date and is subject to an additional inspection with applicable fees by the Technical Services Unit Unless the facility owner has made Application for a regular license and or a change in license before the expiration date.

Effective: **March 14, 2025.**

Expiration: **March 14, 2026.**



Gary Gibson, Inspector

GG/aa

cc: Bureau of Health Provider Standards



Scott Harris, M.D., M.P.H.
STATE HEALTH OFFICER

March 14, 2025

Mr. Hans Strauch
HDS Architecture
625 Mount Auburn Street, Suite 202
Cambridge, MA 02138

Dear Mr. Strauch:

Re: ADPH Project # B-25-007
SAAD Hospice Inpatient at Providence
Mobile, Alabama 36608
Cosmetic upgrades to existing space (11th floor north wing)

A final inspection of the above-referenced project was conducted on March 12, 2025.
The project was found to be complete and in compliance with the approved plans, rules, and codes.

Payment for Final Inspection has been received and a Certificate of Completion (COC) has been issued as of March 14, 2025 and forwarded to Provider Services.

The issuance of this Certificate of Completion (COC) does not authorize the admittance of patients or residents. The use of the area can only be authorized by the Division of Provider Services.

I appreciate the cooperation extended this office and your help in conducting this inspection. If I may be of further assistance, please contact me at (334) 206-5184, fax (334) 206-5890, or e-mail at Gary.Gibson@adph.state.al.us.

Sincerely,

Gary Gibson
Technical Services Unit

GG/aa
cc: Phillip Fulgham

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that Saad Enterprises, Inc. was formed in Mobile County on March 13, 1984. The Alabama Entity Identification number for this entity is 000-096-901. I further certify that the records do not disclose that said entity has been dissolved, cancelled or terminated.



20250320000036212

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

03/20/2025

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', written over a horizontal line.

Wes Allen

Secretary of State



STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

100 NORTH UNION STREET, SUITE 870
MONTGOMERY, ALABAMA 36104

August 7, 2024

Chris Thompson, Esquire
Holland & Knight LLP
1901 Sixth Avenue North, Suite 1400
Birmingham, Alabama 35203

RE: CO2024-027
Covenant Inpatient Care Center at
Providence
SHPDA ID: 069-P2491D

Dear Mr. Thompson:

This is written in response to the Change of Ownership filed on July 12, 2024, and additional information received on July 16, 2024, on behalf of the referenced hospice provider. A change of ownership will occur whereby Saad Enterprises, Inc. will acquire Covenant Inpatient Care Center at Providence from USA Health HCA Providence Hospital, LLC. The proposed transaction will be effective on or after August 1, 2024. Effective this transaction, Saad Enterprises, Inc. d/b/a Saad Hospice Service will become the operator of the facility.

Agency records indicate Certificate of Need (CON) 2694-HPC was issued December 31, 2014 to establish a fifteen (15) bed, hospital-based, inpatient hospice facility with the support of Providence Hospital in Mobile, Alabama.

This transaction will not involve the purchase of any new equipment or capital expenditures in excess of the spending thresholds set forth in §22-21-263(a)(2) of the Code of Alabama, 1975 (as amended), new operating costs, the offering of new services, the conversion of beds, or the acquisition of stock.

Based on information provided, this Notice of Change of Ownership/Control requires no further action from this Agency. This decision is based on the information provided, and on the assumption that all pertinent information has been disclosed. This response is made with the understanding that there will be no substantial deviations from the facts and premises provided to this Agency. Should circumstances prove to be other than represented, this letter may become null and void.

Pursuant to ALA. ADMIN. CODE r 410-1-3-.11(7), a health care reporter is required to maintain a current listing of at least two contacts of record for purposes of Mandatory Reporting. Should changes be necessary to the current designated contacts, an interactive form to update designations is available on the Agency's website at www.shpda.alabama.gov / CON Information / Forms / Change in Designation of Contact of Record for Purposes of Mandatory Reporting. The facility will be responsible for filing all mandatory

annual reports for the entire reporting period, to include the time frame prior to acquisition.

Effective October 1, 2018, all notifications required pursuant to the Alabama Certificate of Need Program Rules and Regulations are distributed in electronic format. No more than two (2) individuals designated as the recipients must provide a valid e-mail address for receipt of all such notifications. It is suggested that a corporate official or professional representative of the health care provider, i.e., attorney, consultant, CPA, etc., be included as a designated recipient. Failure to maintain accurate e-mail addresses on file with the Agency may result in the facility/provider not receiving the requested notifications, to include letters of intent, reviewability determination requests, review schedules for certificate of need applications, proposed changes to the Agency's Rules and Regulations and/or the State Health Plan, and other notifications distributed in the normal course of the Agency's business. An interactive form to update designations is also located on the Agency's website at www.shpda.alabama.gov / CON Information / Forms / Change in Electronic CON Notification Appointments.

Pursuant to ALA. ADMIN. CODE r. 410-1-3-.09, all documents to be filed with SHPDA must be submitted electronically to shpda.online@shpda.alabama.gov in text searchable, PDF format.

Should you have any questions, please contact the Agency at (334) 242-4103.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily T. Marsal", with a stylized flourish at the end.

Emily T. Marsal
Executive Director

ETM/kfn



Certificate # **31424**

STATE BOARD OF HEALTH

This is to certify that a license is hereby granted by the State Board of Health to
SAAD ENTERPRISES, INC.

to operate

SAAD HOSPICE SERVICES

as a

HOSPICE

This license is valid for the following location

1515 UNIVERSITY BOULEVARD, SOUTH • MOBILE, AL 36609



E4901

Facility Identification

2025

This License shall expire December 31, 2025.

Scott Harris, M.D.
State Health Officer

867364

ARTICLES OF INCORPORATION

OF

SAAD ENTERPRISES, INC.

The undersigned, acting as incorporator of a corporation under the Code of Alabama, adopts the following Articles of Incorporation for such corporation:

1. The name of the corporation is Saad Enterprises, Inc.
2. The corporation shall be of perpetual duration.
3. The purposes for which the corporation is organized

are:

(a) To buy and sell all manner of real and personal property wherever situated in the world and to conduct all manner of legal commerce, whether by the providing of goods, services or information, insofar as allowed by law.

(b) To acquire, own, hold, improve, develop, operate, exploit, sell, lease, convey, assign, exchange, transfer, dispose of, pledge, mortgage, encumber, borrow money upon and in all other lawful ways to deal with any real and personal property, whether tangible or intangible, wherever located, including but not by way of limitation lands, buildings, office or business furniture, fixtures, equipment and machines, vaults, safes and motor vehicles, and any interests in any such assets, including but not by way of limitation the power to lease any property to any persons, firms, partnerships, associations or corporations, and to furnish any or all maintenance and management services in connection with any such property or leases.

(c) To have one or more offices, to conduct and carry on all business operations, and to own or otherwise deal with all kinds of property, either within or without this state, and in all other states, the District of Columbia, the territories, possessions and dependencies of the United States, and in all foreign countries, without restrictions as to place or amount.

(d) To enter into, make, perform and carry out contracts of every sort and kind which may be necessary or convenient for the business and objects of this corporation, or business of a similar nature, with any person, firm, partnership, association or corporation or with any governmental body or subdivision or agency thereof.

(e) To borrow or raise money without limitation as to amount; to sell, pledge, and otherwise dispose of and realize upon book accounts and other choses of action; to make, draw, accept, endorse, execute and issue bonds, debentures, notes or other obligations of any nature or in any manner for money so borrowed or in payment for property purchased or for any other of the objects and purposes of this corporation, and to secure the principal thereof and the interest thereon by mortgage upon, or a pledge of, or conveyance or assignment in trust of, the whole or any part of the property, real or personal, of this corporation, wherever situated and whether at the time owned or thereafter acquired; and, in such manner and upon such terms as the officers or board of directors may from time to time determine, to sell, exchange, pledge, to offer for discount, or otherwise dispose of any and all such bonds, debentures, notes, or other obligations; subject, however, that no bonded indebtedness shall be increased except in conformity with Section 234 of the Constitution of the State of Alabama.

(f) To cause or allow the legal title, or any estate, right, or interest in any property owned, acquired, controlled, leased, or operated by the corporation to remain or to be vested in the name of any person, firm, partnership, association or corporation as agent, trustee, or nominee of this corporation, upon such terms or conditions which the officers or the board of directors may consider for the benefit of this corporation.

(g) To employ, hire, and to appoint corporations, associations, partnerships, firms and individuals in any and all parts of the world to act as agents for this corporation in such capacity and upon such conditions as may be determined from time to time by the board of directors.

(h) To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust or other enterprise.

(i) To acquire by purchase, exchange, or otherwise, all or any part of, or any interest in, the properties, assets, business, and good will of any one or more persons, firms, partnerships, associations or corporations heretofore or hereafter engaged in any business for which a corporation may now or hereafter be organized under the laws of this State; to pay for the same in cash, property, or its own or other securities; to hold, operate, reorganize, liquidate, sell, or by any manner dispose of the whole or any part thereof; and, in conjunction therewith, to assume or guarantee performance of any liabilities, obligations, or contracts of such persons, firms, partnerships, associations or corporations, and to conduct the whole or any part of any business thus acquired.

(j) To provide, fund and carry out, and to abolish, revise, or amend any plan or plans for the participation by all

or any of the employees (including directors and officers of this corporation or of any corporation in which or in the welfare of which this corporation has any interest, and those actively engaged in the conduct of this corporation's business) in the profits of this corporation or of any branch or division thereof, and any deferred compensation and stock purchase plans, as part of the corporation's legitimate expenses, and including plans for the furnishing to such employees and persons or any of them, at this corporation's expense, of medical services, insurance against accident, sickness or death, pensions during old age, disability or unemployment, education, housing, social services, recreation, or other similar aids for their relief or general welfare, all in such manner and upon such terms and conditions as may be determined by the board of directors.

(k) To purchase (by means of tender, direct purchase, bids in the market or otherwise), take, receive, redeem, exchange, or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of, at any time or from time to time, any of its common or other stock, whether or not redeemable, or other securities, and to hold, sell, and transfer or re-issue the same; provided that purchases of its own shares of stock may be only to the extent of earned surplus and capital surplus; and provided that any shares of the common stock of the corporation acquired by the corporation shall, until the disposition, retirement or cancellation thereof, be held by the corporation as treasury shares, unless, prior to the acquisition of any such shares, the board of directors of the corporation shall have determined that such shares shall, upon the acquisition thereof, be restored to the status of authorized but unissued shares.

(l) To enter into any legal arrangements for sharing of profits, union of interest, reciprocal concessions, or cooperation, as partner, joint venturer, or otherwise, with any person, partnership, corporation, association, combination, organization, entity or other body whatsoever, domestic or foreign, carrying on or proposing to carry on, or any business or transaction deemed necessary, convenient or incidental to carrying out of any of the objects of this corporation.

(m) To endorse, or otherwise guarantee, or become a surety with respect to, or obligate itself for, or without becoming liable therefor, nevertheless, to pledge or mortgage all or any part of its properties to secure the payment of the principal of, and interest on, or either thereof, any bonds, including construction or performance bonds, debentures, notes, scrip, coupons, contracts or other obligations or evidences of indebtedness, or the performance of any contract, lease, construction, performance or other bond, mortgage, or obligation of any other corporation or association, domestic or foreign, or of any firm, partnership, joint venture, or other person whatsoever, in which this corporation may have a lawful interest, or on account of, or with respect to, any transaction in which this corporation shall receive any lawful

consideration, advantage or benefit, on any account whatsoever. Irrespective of any other profit, consideration, if any, irrespective of the relative net worth of the corporations, associations, or persons involved, and of the relative amounts of obligations involved, this corporation shall be deemed to have a lawful interest in any corporation, association, firm, partnership, joint venture or person (A) which owns stock in this corporation, or (B) which owns stock in another corporation which owns stock in this corporation, or (C) in which this corporation owns stock, or (D) in which another corporation owns stock which also owns stock in this corporation, or (E) in which any one or more persons who own stock in this corporation also owns stock, or (F) which or who has entered into any contractual arrangement pursuant to which any such corporation, association, firm, partnership or person undertakes corresponding or like obligations of endorsement, guarantee, or suretyship, with respect to all or any such obligations or evidences of indebtedness, contracts of this corporation, or which may engage with this corporation, in the conduct of any joint venture or enterprise, or in the use of common facilities or services.

(n) To lend money and use its credit to assist its employees.

(o) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

(p) To make donations for the public welfare or for charitable, scientific or educational purposes.

(q) To carry on any other business in connection with the foregoing.

(r) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of this corporation, to the same extent as natural persons might or could do and in any part of the world, as principal, factor, agent, contractor, or otherwise, either alone or in conjunction with any person, firm, partnership, association, corporation or any entity of whatsoever kind, and to do any and all such acts and things and to exercise any and all such powers to the full extent authorized or permitted to a corporation under any laws that may be now or hereafter applicable or available to this corporation.

The foregoing clauses, and each phrase thereof, shall be construed as objects and purposes of this corporation, as well as powers and provisions for the regulation of the business and the conduct of the affairs of the corporation, the directors,

and stockholders thereof, all in addition to those powers specifically conferred upon the corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of purposes and powers shall not be held to limit or restrict in any manner the powers of the corporation otherwise granted by law. Nothing herein contained, however, shall be construed as authorizing this corporation to carry on the business of banking or that of a trust company or the business of insurance.

4. The aggregate number of shares which the corporation shall have authority to issue is Ten Thousand (10,000) shares of common stock of the par value of One Dollar (\$1.00) each.

5. The address of the initial registered office of the corporation is 2300 Airport Boulevard, Mobile, Alabama, and the name of the initial registered agent at such address is Elias John Saad.

6. The number of directors constituting the board of directors of the corporation is seven (7), and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are:

Dorothy S. Saad
2300 Airport Boulevard
Mobile, Alabama

Elias John Saad
2300 Airport Boulevard
Mobile, Alabama

Barbara Saad Fulgham
2300 Airport Boulevard
Mobile, Alabama

Alexander James Saad
2300 Airport Boulevard
Mobile, Alabama

Gregory B. Saad
2300 Airport Boulevard
Mobile, Alabama

Dorothy Ann Saad
2300 Airport Boulevard
Mobile, Alabama

Leland L. Saad
2300 Airport Boulevard
Mobile, Alabama

7. The name and address of each incorporator is:

Janet P. Spencer
601 Bel Air Boulevard
Mobile, Alabama 36606

8. Provisions for the regulation of the internal affairs of the corporation are:

(a) The bylaws of the corporation shall contain provisions for the regulation and management of the internal affairs of the corporation not inconsistent with any provisions of the Articles of Incorporation, and not inconsistent with the laws of the State of Alabama. The initial bylaws of the corporation shall be adopted by the shareholders. The bylaws of the corporation shall be subject to alteration, amendment or repeal, and new bylaws may be adopted by the affirmative vote of a majority of the directors; provided, however, that the board of directors may not alter, amend or repeal any bylaw establishing what constitutes a quorum at shareholders' meetings.

(b) This corporation may from time to time issue its shares of stock for such consideration (but not less than par if such shares have a par value) as may be fixed from time to time by the board of directors and may receive payment therefor, in whole or in part, in money, in other property (real or personal, tangible or intangible) or in labor or services actually performed for the corporation. In the absence of actual fraud in the transaction, the judgment of the board of directors as to the value of such labor, services or property shall be conclusive. Any and all shares so issued for which the consideration so fixed shall have been paid or delivered shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payment in respect thereof. Neither promissory notes nor future services shall constitute payment or part payment for the issuance of shares of the corporation.

(c) This corporation may, from time to time, lawfully enter into any agreement to which all, or less than all, the holders of record of the issued and outstanding shares of its capital stock shall be parties, restricting the transfer of any or all shares of its capital stock represented by certificates therefor upon such reasonable terms and conditions as may be

approved by the board of directors of this corporation, provided that such restrictions be noted conspicuously upon each certificate representing such shares.

(d) No contract or other transaction between this corporation and one or more of its directors, or between this corporation and any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, if the contract or transaction is fair and reasonable to the corporation and if either:

(1) The fact of such relationship or interest is disclosed to the board of directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors or

(2) The fact of such relationship or interest is disclosed to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent.

Common or interested directors may not be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

9. No sale of shares shall be made by any shareholder to any person who is not a shareholder of the corporation, except as follows:

(a) In the event any shareholder desires to sell his shares or any portion thereof, to any person who is not a shareholder of the corporation, he shall first submit to the shareholders of the corporation satisfactory evidence of an agreement to purchase such shares by such third person and the price to be paid therefore.

(b) In the event the remaining shareholders agree to purchase said shares at the same price which the shareholders can receive from the third party, then the shares shall be sold to the shareholders of the corporation in such proportionate amounts as their respective shareholders of the corporation.

(c) In the event that any of the shareholders do not desire to purchase said shares, then such shares shall be sold at the same price which the shareholder can receive from the third party to such of the shareholders who may desire to purchase the same, in the same proportion as above set forth.

(d) No shares shall be sold to any person other than the shareholders of the corporation until each of the shareholders shall have been afforded an opportunity to purchase such shares at the price as above set forth and shall have declined to do so.

(e) Notice in writing to the shareholders of the corporation of the desire of any shareholder to sell his shares shall be given by such shareholder, and at the time, satisfactory evidence set forth. Shareholders shall have Thirty (30) days time after the receipt of such notice within which to elect in writing to purchase same shares or to decline to do so.

10. The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter provided by law, and all rights conferred upon officers, directors and shareholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto subscribed her signature to these Articles of Incorporation this 12th day of March, 1984.

RECORD FEE \$25.50
STATE OF ALABAMA
1 CERTIFICATE OF INCORPORATION
MAR 13 12 18 PM '84
TO THE SECRETARY OF THE STATE
FROM THE SECRETARY OF THE STATE
JANET P. SPENCER

Janet P. Spencer (SEAL)
Janet P. Spencer

Notice is given as required by Alabama law that this instrument was prepared by E. J. Saad, Brown, Hudgens, Richardson, Whitfield & Gillion, P. C., 601 Bel Air Boulevard, Mobile, Alabama 36606.

STATE OF ALABAMA

§

PROBATE OF SAID COUNTY

§

COUNTY OF MOBILE

§

CERTIFICATE OF INCORPORATION OF

SAAD ENTERPRISES, INC.

KNOW YE, That Janet P. Spencer

.....and

your associates and successors are duly organized as a corporation under the name of

SAAD ENTERPRISES, INC. for the purposes expressed in the

ARTICLES OF INCORPORATION filed in the Office of the Probate Judge of Mobile County,

Alabama on the 13th day of March 1984 having the

powers, capacity and authority conferred by law. The said Corporation

977548

ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
SAAD ENTERPRISES, INC.

Pursuant to the provisions of Section 10-2A-113, Code of Alabama, 1975, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Saad Enterprises, Inc.

SECOND: The following Amendment to the Articles of Incorporation was adopted by the shareholders of said corporation on the 6th day of December, 1985, in the manner prescribed by the Alabama Business Corporation Act.

That the paragraph designated 4. in said Articles of Incorporation be amended to read as follows:

4. The aggregate number of shares which the corporation shall have authority to issue is One Million (1,000,000) shares of common stock of the par value of One Cent (\$.01) each.

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 10,000 shares; and the number of shares entitled to vote thereon was 10,000 shares.

FOURTH: The numbers of shares voted for such amendment was 10,000 shares; and the number of shares voted against such amendment was 0.

DONE this 12th day of December, 1985

BY: Barth J. Saad
PRESIDENT

BY: Barbara M. Lybman
SECRETARY

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, Jenni Klein, a Notary Public, do hereby certify that on the 12th day of December, 1984, personally appeared before me Barth J. Saad and Barbara M. Lybman, who, being by me first duly sworn, declares that they were the President and Secretary of Saad Enterprises, Inc., that they signed the foregoing document as the President and Secretary of the corporation, and that the statements therein contained are true.

Jenni Klein
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/89

Pursuant to the requirements of Alabama law, notice is given that this instrument was prepared by Stephanie K. Alexander, Attorney at Law, Corporate Counsel, Saad Enterprises, Inc., 2654 Cameron Street, Suite A-2, Mobile, Alabama 36607.

RECORD FEE
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 11/02

DEC 13 3 14 PM '85

RECORDED & INDEXED
DEC 13 1985
BY [Signature]
FEE \$5.00
TAX \$1.00
TOTAL \$6.00
BEEN PAID ON THIS INSTRUMENT

CLERK OF COURSE

STATE OF ALABAMA

§

PROBATE COURT OF SAID COUNTY

§

COUNTY OF MOBILE

§

CERTIFICATE OF AMENDMENT OF


SAAD ENTERPRISES, INC.

KNOW YE, that ARTICLES OF AMENDMENT of

SAAD ENTERPRISES, INC.

..... were filed for record in the Office
of the Judge of Probate of Mobile County, Alabama on the 13th day of December
198 5; said ARTICLES appearing to conform to law, the corporation under the name of
SAAD ENTERPRISES, INC. is hereby AMENDED as to the
item(s) stated therein.

WITNESS, my hand and seal of the Probate Court of Mobile County, Alabama, this 13th
day of December 198 5


L.W. NOONAN
Judge of Probate
Mobile County, Alabama

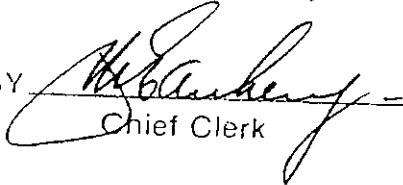
STATE OF ALABAMA
MOBILE COUNTY

I, L. W. Noonan, Judge of Probate in and for said State and County do hereby certify
that the attached 3 pages(s) is a true and correct copy of the instrument that
appears of record in my office in RP Book 2854 Page 361.

GIVEN under my hand and seal of office this 13th day of
December 19 85.

L. W. NOONAN, Judge of Probate

BY


Chief Clerk

20-13-78
ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION
OF
SAAD ENTERPRISES, INC.

Pursuant to Section 10-2A-113 of the Code of Alabama (1975), Saad Enterprises, Inc., adopts the following Articles of Amendment of its Articles of Incorporation:

FIRST: The name of the corporation is Saad Enterprises, Inc.

SECOND: The following amendments to the Articles of Incorporation were adopted upon the unanimous written consent of all of the shareholders and all of the members of the Board of Directors of the Corporation on the 1st day of April, 1993, in the manner prescribed by the Alabama Business Corporation Act:

Numbered Paragraph 4 of the Articles of Incorporation, which was subsequently amended by an Amendment to the Articles of Incorporation filed on December 6, 1985, is deleted as currently constituted so that said Paragraph 4 of the Articles of Incorporation shall hereinafter read in its entirety as follows:

"The total number of shares which the Corporation shall have the authority to issue shall be Ten Thousand (10,000) shares of common capital stock of the par value of One Dollar (\$1.00) per share, constituting total authorized capital of Ten Thousand Dollars (\$10,000) and consisting of such one class only."

Numbered Paragraph 8 of the Articles of Incorporation shall be amended by adding after the lettered subparagraphs (a) through (d), additional sub-paragraphs (e) and (f), which will provide as follows:

99019166

"(e) In all elections for directors, every shareholder shall have the right to vote, in person or by proxy, the number of shares owned by him, for as many persons as there are directors to be elected, or to accumulate said shares and to give one candidate as many votes as the number of directors multiplied by the number of his shares shall equal, or to distribute them on the same principle among as many candidates as he shall see fit.

(f) The number of members of the Board of Directors from and after April 1, 1993, shall be eight (8)."

THIRD: The increase in the par value of the shares increases the stated capital of the Corporation from \$61.36 to \$6,136.00.

FOURTH: There are 6,136 outstanding shares of the Corporation, all being voting common shares entitled to vote on these amendments.

FIFTH: The holders of all 6,136 shares unanimously voted in favor of the adoption of these amendments and such vote was exercised by virtue of the signing of a Unanimous Written Consent executed by each and every one of the shareholders.

DATED this 1st day of April, 1993.

SAAD ENTERPRISES, INC.

BY: Barbara S. Fulgham
BARBARA S. FULGHAM
As Its Secretary

BY: Dorothy S. Saad
DOROTHY S. SAAD
As its President

1961-1962

BARBARA S. FULGHAM
Secretary

COUNTY OF MOBILE

Florence M. Foley
NOTARY PUBLIC
My Commission Expires: 01/07/96

RECORDED
FILED
STATE OF ALA. PUBLIC CO.
CERTIFY THIS INSTRUMENT
WAS FILED & RECORDED
1994 NOV -3 PM 3:53
HUGO TAX CREDIT TAX HAS
BEEN PAID IN THIS INSTRUMENT
JUDGE OF PROBATE

State of Alabama
Mobile County

CERTIFICATE OF _____

OF


The undersigned, as Judge of Probate of Mobile County,
State of Alabama, hereby certifies that the foregoing Articles of

duly signed and verified pursuant to the provisions of Alabama
_____ Corporation Act, have been received in this office
and are found to conform to law.

Accordingly the undersigned, as such Judge of Probate, and by
virtue of the authority vested in him by law, hereby, issues this
Certificate of _____
of _____

Given Under My Hand and Official Seal on this the _____
day of _____, 19 _____




L. W. Noonan
Judge of Probate
Mobile County, Alabama

6901910174

STATE OF ALABAMA)

COUNTY OF MOBILE)

RESOLUTION OF THE BOARD OF DIRECTORS

On the 31st day of November, 1994, a meeting of the Board of Directors, (the "Board"), of Saad Enterprises, Inc., (Corporation), was held at the offices of the Corporation located in Mobile, Alabama. A quorum of the Board being present, the following resolution was approved by the Board, as follows:

BE IT RESOLVED, that the Articles of Incorporation of the Saad Enterprises, Inc., be amended to read as follows:

- "1. The name of the corporation is Saad Enterprises, Inc.
2. The corporation shall be of perpetual duration.
3. The purposes for which the corporation is organized are:
 - (a) To engage in the providing of health care services and the sales of related goods and services to individuals and other entities.
 - (b) To acquire, own, hold, improve, develop, operate, exploit, sell, lease, convey, assign, exchange, transfer, dispose of, pledge, mortgage, encumber, borrow money upon and in all other lawful ways to deal with any real and personal property, whether tangible or intangible, wherever located, including but not by way of limitation lands, buildings, office or business furniture, fixtures, equipment and machines, vaults, safes and motor vehicles, and any interest in any such assets including but not by way of limitation the power to lease any property to any persons, firms, partnerships, associations or corporation, and to furnish any or all maintenance and management services in connection with any such property or leases.
 - (c) To have one or more offices, to conduct and carry on all business operations, and to own or otherwise deal with all kinds of property, either within or without this state, and in all other states, the District of Columbia, the territories, possessions and dependencies of the United States, and in all foreign countries, without restrictions as to place or amount.

- (d) To enter into, make, perform and carry out contracts of every sort and kind which may be necessary or convenient for the business and objects of this corporation, or business of a similar nature, with any person, firm, partnership, association or corporation or with any governmental body or subdivision or agency thereof.
- (e) To borrow or raise money without limitation as to amount; to sell, pledge, and otherwise dispose of and realize upon book accounts and other choices of action; to make, draw, accept, endorse, execute and issue bonds, debentures, notes or other obligations or any nature or in any manner for money so borrowed or in payment for property purchased or for any other of the objects and purposes of this corporation, and to secure the principal thereof and the interest thereon by mortgage upon, or a pledge of, or conveyance of assignment in trust of, the whole or any part of the property, real or personal, of this corporation, wherever situated and whether at the time owned or thereafter acquired; and, in such manner and upon such terms as the officers or board of directors may from time to time determine, to sell, exchange, pledge, to offer for discount, or otherwise dispose of any and all such bonds, debentures, notes, or other obligations; subject, however, that no bonded indebtedness shall be increased except in conformity with Section 234 of the Constitution of the State of Alabama.
- (f) To cause or allow the legal title, or any estate, right, or interest in any property owned, acquired, controlled, leased, or operated by the corporation to remain or to be vested in the name of any person, firm, partnership, association or corporation as agent, trustee, or nominee of this corporation upon such terms or conditions which the officers or the board of directors may consider for the benefit of this corporation.
- (g) To employ, hire, and to appoint corporations, associations, partnerships, firms and individuals in any and all parts of the world to act as agents for this corporation in such capacity and upon such conditions as may be determined from time to time by the board of directors.
- (h) To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust or other enterprise.
- (i) To acquire by purchase, exchange, or otherwise, all or any part of, or any interest in, the properties, assets, business, and good will of any one or more persons, firms, partnerships, associations or corporations heretofore or hereafter engaged in any business for which a corporation may now or hereafter be organized under the laws of this State; to pay for the same in cash, property, or its own or other securities; to hold, operate, reorganize, liquidate, sell, or by any manner dispose of the whole or any part thereof; and, in conjunction

therewith, to assume or guarantee performance of any liabilities, obligations, or contracts of such persons, firms, partnerships, associations or corporations, and to conduct the whole or any part of any business thus acquired.

- (j) To provide, fund and carry out, and to abolish, revise, or amend any plan or plans for the participation by all or any of the employees (including directors and officers of this corporation or of any corporation in which or in the welfare of which this corporation has any interest, and those actively engaged in the conduct of this corporation's business) in the profits of this corporation or of any branch or division thereof, and any deferred compensation and stock purchase plans, as part of the corporation's legitimate expenses, and including plans for the furnishing to such employees and persons or any of them, at this corporation's expense, of medical services, insurance against accident, sickness or death, pensions during old age, disability or unemployment, education, housing, social services, recreation, or other similar aids for their relief or general welfare, all in such manner and upon such terms and conditions as may be determined by the board of directors.
- (k) To purchase (by means of tender, direct purchase, bids in the market or otherwise), take, receive, redeem, exchange, or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of, at any time or from time to time, any of its common or other stock, whether or not redeemable, or other securities, and to hold, sell, and transfer or re-issue the same; provided that purchases of its own shares of stock may be only to the extent of earned surplus and capital surplus; and provided that any shares of the common stock of the corporation acquired by the corporation shall, until the disposition, retirement or cancellation thereof, be held by the corporation as treasury shares, unless, prior to the acquisition of any such shares, the board of directors of the corporation shall have determined that such shares shall, upon the acquisition thereof, be restored to the status of authorized but unissued shares.
- (l) To enter into any legal arrangements for sharing of profits, union of interest, reciprocal concessions, or cooperation, as partner, joint venturer, or otherwise, with any person, partnership, corporation, association, combination, organization, entity or other body whatsoever, domestic or foreign, carrying on or proposing to carry on, or any business or transaction deemed necessary, convenient or incidental to carrying out of any of the objects of this corporation.
- (m) To endorse, or otherwise guarantee, or become a surety with respect to, or obligate itself for, or without becoming liable therefor, nevertheless, to pledge or mortgage all of any part of its properties to secure the payment of the principal of, and interest on, or either thereof, any bonds, including

construction or performance bonds, debentures, notes, scrip, coupons, contracts or other obligations or evidences of indebtedness, or the performance of any contract, lease, construction, performance or other bond, mortgage, or obligation of any other corporation or association, domestic or foreign, or of any firm, partnership, joint venture, or other person whatsoever, in which this corporation may have a lawful interest, or on account of, or with respect to, any transaction in which this corporation shall receive any lawful consideration, advantage or benefit, on any account whatsoever. Irrespective of any other profit, consideration, if any, irrespective of the relative net worth of the corporations, associations, or persons involved, and of the relative amounts of obligations involved, this corporation shall be deemed to have a lawful interest in any corporation, association, firm, partnership, joint venture or person (A) which owns stock in this corporation, or (B) which owns stock in another corporation which owns stock in this corporation, or (C) in which this corporation owns stock, or (D) in which another corporation owns stock which also owns stock in this corporation, or (E) in which any one or more persons who own stock in this corporation also owns stock, or (F) which or who has entered into any contractual arrangement pursuant to which any such corporation, association, firm, partnership or person undertakes corresponding or like obligations of endorsement, guarantee, or suretyship, with respect to all or any such obligations or evidences of indebtedness, contracts of this corporation, or which may engage with this corporation, in the conduct of any joint venture or enterprise, or in the use of common facilities or services.

- (n) To lend money and use its credit to assist its employees.
- (o) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.
- (p) To make donations for the public welfare or for charitable, scientific or educational purposes.
- (q) To carry on any other business in connection with the foregoing.
- (r) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of this corporation, to the same extent as natural persons might or could do and in any part of the world, as principal, factor, agent, contractor, or otherwise, either alone or in conjunction with any person, firm, partnership, association, corporation or any entity of whatsoever kind, and to do any and all such acts and things and to exercise any and all such powers to the full extent authorized or permitted to a corporation under any laws that

may be now or hereafter applicable or available to this corporation.

The foregoing clauses, and each phrase thereof, shall be construed as objects and purposes of this corporation, as well as powers and provisions for the regulation of the business and the conduct of the affairs of the corporation, the directors and stockholders thereof, all in addition to those powers specifically conferred upon the corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of purposes and powers shall not be held to limit or restrict in any manner the powers of the corporation otherwise granted by law. Nothing herein contained, however, shall be construed as authorizing this corporation to carry on the business of banking or that of a trust company or the business of insurance.

4. The aggregate number of shares which the corporation shall have authority to issue is Fifty Thousand (50,000) shares of common stock of the par value of One and No/100 (\$1.00) Dollar each.

5. The incorporator and initial registered office of the corporation is as follows:

- (a) The address of the incorporator of the corporation is 601 Bel Air Blvd. , Mobile, Alabama 36606, and the name of the incorporator at such address is Janet P. Spencer.
- (b) The address of the registered office of the corporation is 6207 Cottage Hill Road, Suite G, Mobile, Alabama 36609, and the name of the registered agent at such address is Alexander J. Saad.

6. The number of directors constituting the board of directors of the corporation is eight (8). Such number of directors may be changed from time to time by amendment to the by-laws or the corporation. The names and addresses of the persons who are to serve as directors until the next following annual meeting of shareholders or until their successors are elected and qualified are:

Mr. John E. Saad
5913 Shenandoah Dr. N.
Mobile, Alabama 36609

Mrs. Dorothy S. Saad
5913 Shenandoah Dr. N.
Mobile, Alabama 36609

Mr. E. J. Saad
5900 McDonald Rd.
Theodore, Alabama 36582

Mr. Henry B. Fulgham
5917 Shenandoah Road North
Mobile, Alabama 36608

Mr. Alexander J. Saad
4 Confederate Point
Spanish Fort, Alabama 36527

Mrs. Dorothy Saad Dunning
8101 Fairway Villa
Gautier, MS. 39553

Mr. Gregory B. Saad
2401 Ryegate Court
Mobile, Alabama 36609

Mr. Leland L. Saad
2601 Charleston Oak Court
Mobile, Alabama 36695

7. Provisions for the regulation of the internal affairs of the corporation are:

- (a) The By-laws of the corporation shall contain provisions for the regulation and management of the internal affairs of the corporation not inconsistent with any provisions of the Articles of Incorporation, and not inconsistent with the laws of the State of Alabama. The initial By-laws of the corporation shall be adopted by the shareholders. The By-laws of the corporation shall be subject to alteration, amendment or repeal, and new By-laws may be adopted by the affirmative vote of a majority of the directors; provided, however, that the board of directors may not alter, amend or repeal any By-law establishing what constitutes a quorum at shareholders' meetings.
- (b) This corporation may from time to time issue its shares of stock for such consideration (but not less than par if such shares have a par value) as may be fixed from time to time by the board of directors and may receive payment therefor, in whole or in part, in money, or other property (real or personal, tangible or intangible) or in labor or services actually performed for the corporation. In the absence of actual fraud in the transaction, the judgment of the board of directors as to the value of such labor, services or property shall be conclusive. Any and all shares so issued for which the consideration so fixed shall have been paid or delivered shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payment in respect thereof. Neither promissory notes nor future services shall constitute payment or part payment for the issuance of shares of the corporation.

(c) This corporation may, from time to time, lawfully enter into any agreement to which all, or less than all, the holders of record of the issued and outstanding shares of its capital stock shall be parties, restricting the transfer of any or all shares of its capital stock represented by certificates therefor upon such reasonable terms and conditions as may be approved by the board of directors of this corporation, provided that such restrictions be noted conspicuously upon each certificate representing such shares.

(d) No contract or other transaction between this corporation and one or more of its directors, or between this corporation and any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, if the contract or transaction is fair and reasonable to the corporation and if either:

(1) The fact of such relationship or interest is disclosed to the board of directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

(2) The fact of such relationship or interest is disclosed to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent.

Common or interested directors may not be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

8. The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter provided by law, and all rights conferred upon officers, directors and shareholders herein are granted subject to this reservation.

9. No sale of shares shall be made by any shareholder to any person who is not a shareholder of the corporation, except as follows:

(a) In the event any shareholder desires to sell his shares or a any portion thereof, to any person who is not a shareholder of the corporation, he shall first submit to the shareholders of the corporation satisfactory evidence of an agreement to purchase such shares by such third person and the price to be paid therefore.

- (b) In the event the remaining shareholders agree to purchase said shares at the same price which the shareholders can receive from the third party, then the shares shall be sold to the shareholders of the corporation in such proportionate amounts as their respective shareholders of the corporation.
- (c) In the event that any of the shareholders do not desire to purchase said shares, then such shares shall be sold at the same price which the shareholder can receive from the third party to such of the shareholders who may desire to purchase the same, in the same proportion as above set forth.
- (d) No shares shall be sold to any person other than the shareholders of the corporation until each of the shareholders shall have been afforded an opportunity to purchase such shares at the price as above set forth and shall have declined to do so.
- (e) Notice in writing to the shareholders of the corporation of the desire of any shareholder to sell his shares shall be given by such shareholder, and at the time, satisfactory evidence set forth. Shareholders shall have thirty (30) days time after the receipt of such notice within which to elect in writing to purchase same shares or to decline to do so.

10. Each shareholder shall have such preemptive rights as are provided by Ala. Code, (1975), §10-2A-44; provided, however, that the shareholder's right to exercise his or her preemptive rights as to any shares of stock shall not extend beyond the thirtieth (30th) day next following the date of notice by the corporation of its intent to sell shares of the corporation, which said notice shall state: (i) the total number of shares offered to all shareholders; (ii) the proportion of his or her holdings of such class of shares; (iii) the number of shares available to each shareholder based on his or her respective proportionate holdings; (iv) the price, which may be in excess of par value, and/or other terms as shall be fixed and determined by the board of directors; (v) the date and place of the sale shall occur and (vi) the identity of the person conducting the sale. In the event that all shares offered to any shareholder are not purchased by said shareholder, on the date of the sale or any written extension thereof as is signed by the president and secretary of the corporation, then, in such event, the shares not purchased shall then be offered for sale to those shareholders who purchased their respective shares and at no less a price and under similar terms as had been offered to the declining shareholder(s). Any remaining shares shall be available to persons other than existing shareholders of the corporation or, if the shareholders determine, by a majority vote, said unsold shares may be withdrawn from sale to any person. To the extent that the rights and/or procedure set forth herein is different from that provided by Alabama law, then all other or different preemptive rights are deemed to be denied and non-existent to the result that no shareholder shall have preemptive rights which are different or greater than set forth herein.

11. For the purpose of the election of directors of the corporation and for no other purpose, each shareholder of the corporation shall be entitled to vote his or her shares through the process of cumulative voting."

Dorothy S. Saad Pres.
DOROTHY S. SAAD, PRESIDENT

AMENDMENT OF THE
ARTICLES OF INCORPORATION
OF
SAAD ENTERPRISES, INC.

By resolution of the Board of Directors, upon the affirmative vote of the shareholders of Saad Enterprises, Inc., and pursuant to Ala. Code §10-2B-10.03 and §10-2B-10.06 the Corporation's Articles of Incorporation are amended as follows:

1. The name of the corporation is Saad Enterprises, Inc.
2. The Articles of Incorporation are amended as follows:
 - "1. The name of the corporation is Saad Enterprises, Inc.
 2. The corporation shall be of perpetual duration.
 3. The purposes for which the corporation is organized are:
 - (a) To engage in the providing of health care services and the sales of related goods and services to individuals and other entities.
 - (b) To acquire, own, hold, improve, develop, operate, exploit, sell, lease, convey, assign, exchange, transfer, dispose of, pledge, mortgage, encumber, borrow money upon and in all other lawful ways to deal with any real and personal property, whether tangible or intangible, wherever located, including but not by way of limitation lands, buildings, office or business furniture, fixtures, equipment and machines, vaults, safes and motor vehicles, and any interest in any such assets including but not by way of limitation the power to lease any property to any persons, firms, partnerships, associations or corporation, and to furnish any or all maintenance and management services in connection with any such property or leases.
 - (c) To have one or more offices, to conduct and carry on all business operations, and to own or otherwise deal with all kinds of property, either within or without this state, and in all other states, the District of Columbia, the territories, possessions and dependencies of the United States, and in all foreign countries, without restrictions as to place or amount.

- (d) To enter into, make, perform and carry out contracts of every sort and kind which may be necessary or convenient for the business and objects of this corporation, or business of a similar nature, with any person, firm, partnership, association or corporation or with any governmental body or subdivision or agency thereof.
- (e) To borrow or raise money without limitation as to amount; to sell, pledge, and otherwise dispose of and realize upon book accounts and other choices of action; to make, draw, accept, endorse, execute and issue bonds, debentures, notes or other obligations or any nature or in any manner for money so borrowed or in payment for property purchased or for any other of the objects and purposes of this corporation, and to secure the principal thereof and the interest thereon by mortgage upon, or a pledge of, or conveyance of assignment in trust of, the whole or any part of the property, real or personal, of this corporation, wherever situated and whether at the time owned or thereafter acquired; and, in such manner and upon such terms as the officers or board of directors may from time to time determine, to sell, exchange, pledge, to offer for discount, or otherwise dispose of any and all such bonds, debentures, notes, or other obligations; subject, however, that no bonded indebtedness shall be increased except in conformity with Section 234 of the Constitution of the State of Alabama.
- (f) To cause or allow the legal title, or any estate, right, or interest in any property owned, acquired, controlled, leased, or operated by the corporation to remain or to be vested in the name of any person, firm, partnership, association or corporation as agent, trustee, or nominee of this corporation upon such terms or conditions which the officers or the board of directors may consider for the benefit of this corporation.
- (g) To employ, hire, and to appoint corporations, associations, partnerships, firms and individuals in any and all parts of the world to act as agents for this corporation in such capacity and upon such conditions as may be determined from time to time by the board of directors.
- (h) To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust or other enterprise.
- (i) To acquire by purchase, exchange, or otherwise, all or any part of, or any interest in, the properties, assets, business, and good will of any one or more persons, firms, partnerships, associations or corporations heretofore or hereafter engaged in any business for which a corporation may now or hereafter be organized under the laws of this State; to pay for the same in cash, property, or its own or other securities; to hold, operate, reorganize, liquidate, sell, or by any manner dispose of the whole or any part thereof; and, in conjunction

therewith, to assume or guarantee performance of any liabilities, obligations, or contracts of such persons, firms, partnerships, associations or corporations, and to conduct the whole or any part of any business thus acquired.

- (j) To provide, fund and carry out, and to abolish, revise, or amend any plan or plans for the participation by all or any of the employees (including directors and officers of this corporation or of any corporation in which or in the welfare of which this corporation has any interest, and those actively engaged in the conduct of this corporation's business) in the profits of this corporation or of any branch or division thereof, and any deferred compensation and stock purchase plans, as part of the corporation's legitimate expenses, and including plans for the furnishing to such employees and persons or any of them, at this corporation's expense, of medical services, insurance against accident, sickness or death, pensions during old age, disability or unemployment, education, housing, social services, recreation, or other similar aids for their relief or general welfare, all in such manner and upon such terms and conditions as may be determined by the board of directors.
- (k) To purchase (by means of tender, direct purchase, bids in the market or otherwise), take, receive, redeem, exchange, or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of, at any time or from time to time, any of its common or other stock, whether or not redeemable, or other securities, and to hold, sell, and transfer or re-issue the same; provided that purchases of its own shares of stock may be only to the extent of earned surplus and capital surplus; and provided that any shares of the common stock of the corporation acquired by the corporation shall, until the disposition, retirement or cancellation thereof, be held by the corporation as treasury shares, unless, prior to the acquisition of any such shares, the board of directors of the corporation shall have determined that such shares shall, upon the acquisition thereof, be restored to the status of authorized but unissued shares.
- (l) To enter into any legal arrangements for sharing of profits, union of interest, reciprocal concessions, or cooperation, as partner, joint venturer, or otherwise, with any person, partnership, corporation, association, combination, organization, entity or other body whatsoever, domestic or foreign, carrying on or proposing to carry on, or any business or transaction deemed necessary, convenient or incidental to carrying out of any of the objects of this corporation.
- (m) To endorse, or otherwise guarantee, or become a surety with respect to, or obligate itself for, or without becoming liable therefor, nevertheless, to pledge or mortgage all of any part of its properties to secure the payment of the principal of, and interest on, or either thereof, any bonds, including

construction or performance bonds, debentures, notes, scrip, coupons, contracts or other obligations or evidences of indebtedness, or the performance of any contract, lease, construction, performance or other bond, mortgage, or obligation of any other corporation or association, domestic or foreign, or of any firm, partnership, joint venture, or other person whatsoever, in which this corporation may have a lawful interest, or on account of, or with respect to, any transaction in which this corporation shall receive any lawful consideration, advantage or benefit, on any account whatsoever. Irrespective of any other profit, consideration, if any, irrespective of the relative net worth of the corporations, associations, or persons involved, and of the relative amounts of obligations involved, this corporation shall be deemed to have a lawful interest in any corporation, association, firm, partnership, joint venture or person (A) which owns stock in this corporation, or (B) which owns stock in another corporation which owns stock in this corporation, or (C) in which this corporation owns stock, or (D) in which another corporation owns stock which also owns stock in this corporation, or (E) in which any one or more persons who own stock in this corporation also owns stock, or (F) which or who has entered into any contractual arrangement pursuant to which any such corporation, association, firm, partnership or person undertakes corresponding or like obligations of endorsement, guarantee, or suretyship, with respect to all or any such obligations or evidences of indebtedness, contracts of this corporation, or which may engage with this corporation, in the conduct of any joint venture or enterprise, or in the use of common facilities or services.

- (n) To lend money and use its credit to assist its employees.
- (o) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.
- (p) To make donations for the public welfare or for charitable, scientific or educational purposes.
- (q) To carry on any other business in connection with the foregoing.
- (r) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of this corporation, to the same extent as natural persons might or could do and in any part of the world, as principal, factor, agent, contractor, or otherwise, either alone or in conjunction with any person, firm, partnership, association, corporation or any entity of whatsoever kind, and to do any and all such acts and things and to exercise any and all such powers to the full extent authorized or permitted to a corporation under any laws that

may be now or hereafter applicable or available to this corporation.

The foregoing clauses, and each phrase thereof, shall be construed as objects and purposes of this corporation, as well as powers and provisions for the regulation of the business and the conduct of the affairs of the corporation, the directors and stockholders thereof, all in addition to those powers specifically conferred upon the corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of purposes and powers shall not be held to limit or restrict in any manner the powers of the corporation otherwise granted by law. Nothing herein contained, however, shall be construed as authorizing this corporation to carry on the business of banking or that of a trust company or the business of insurance.

4. The aggregate number of shares which the corporation shall have authority to issue is Fifty Thousand (50,000) shares of common stock of the par value of One and No/100 (\$1.00) Dollar each.

5. The incorporator and initial registered office of the corporation is as follows:

- (a) The address of the incorporator of the corporation is 601 Bel Air Blvd. , Mobile, Alabama 36606, and the name of the incorporator at such address is Janet P. Spencer.
- (b) The address of the registered office of the corporation is 6207 Cottage Hill Road, Suite G, Mobile, Alabama 36609, and the name of the registered agent at such address is Alexander J. Saad.

6. The number of directors constituting the board of directors of the corporation is eight (8). Such number of directors may be changed from time to time by amendment to the by-laws or the corporation. The names and addresses of the persons who are to serve as directors until the next following annual meeting of shareholders or until their successors are elected and qualified are:

Mr. John E. Saad
5913 Shenandoah Dr. N.
Mobile, Alabama 36609

Mrs. Dorothy S. Saad
5913 Shenandoah Dr. N.
Mobile, Alabama 36609

Mr. E. J. Saad
5900 McDonald Rd.
Theodore, Alabama 36582

Mr. Henry B. Fulgham
5917 Shenandoah Road North
Mobile, Alabama 36608

Mr. Alexander J. Saad
4 Confederate Point
Spanish Fort, Alabama 36527

Mrs. Dorothy Saad Dunning
8101 Fairway Villa
Gautier, MS 39553

Mr. Gregory B. Saad
2401 Ryegate Court
Mobile, Alabama 36609

Mr. Leland L. Saad
2601 Charleston Oak Court
Mobile, Alabama 36695

7. Provisions for the regulation of the internal affairs of the corporation are:

- (a) The By-laws of the corporation shall contain provisions for the regulation and management of the internal affairs of the corporation not inconsistent with any provisions of the Articles of Incorporation, and not inconsistent with the laws of the State of Alabama. The initial By-laws of the corporation shall be adopted by the shareholders. The By-laws of the corporation shall be subject to alteration, amendment or repeal, and new By-laws may be adopted by the affirmative vote of a majority of the directors; provided, however, that the board of directors may not alter, amend or repeal any By-law establishing what constitutes a quorum at shareholders' meetings.
- (b) This corporation may from time to time issue its shares of stock for such consideration (but not less than par if such shares have a par value) as may be fixed from time to time by the board of directors and may receive payment therefor, in whole or in part, in money, or other property (real or personal, tangible or intangible) or in labor or services actually performed for the corporation. In the absence of actual fraud in the transaction, the judgment of the board of directors as to the value of such labor, services or property shall be conclusive. Any and all shares so issued for which the consideration so fixed shall have been paid or delivered shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payment in respect thereof. Neither promissory notes nor future services shall constitute payment or part payment for the issuance of shares of the corporation.

(c) This corporation may, from time to time, lawfully enter into any agreement to which all, or less than all, the holders of record of the issued and outstanding shares of its capital stock shall be parties, restricting the transfer of any or all shares of its capital stock represented by certificates therefor upon such reasonable terms and conditions as may be approved by the board of directors of this corporation, provided that such restrictions be noted conspicuously upon each certificate representing such shares.

(d) No contract or other transaction between this corporation and one or more of its directors, or between this corporation and any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, if the contract or transaction is fair and reasonable to the corporation and if either:

(1) The fact of such relationship or interest is disclosed to the board of directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

(2) The fact of such relationship or interest is disclosed to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent.

Common or interested directors may not be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

8. The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter provided by law, and all rights conferred upon officers, directors and shareholders herein are granted subject to this reservation.

9. No sale of shares shall be made by any shareholder to any person who is not a shareholder of the corporation, except as follows:

(a) In the event any shareholder desires to sell his shares or a any portion thereof, to any person who is not a shareholder of the corporation, he shall first submit to the shareholders of the corporation satisfactory evidence of an agreement to purchase such shares by such third person and the price to be paid therefore.

- (b) In the event the remaining shareholders agree to purchase said shares at the same price which the shareholders can receive from the third party, then the shares shall be sold to the shareholders of the corporation in such proportionate amounts as their respective shareholders of the corporation.
- (c) In the event that any of the shareholders do not desire to purchase said shares, then such shares shall be sold at the same price which the shareholder can receive from the third party to such of the shareholders who may desire to purchase the same, in the same proportion as above set forth.
- (d) No shares shall be sold to any person other than the shareholders of the corporation until each of the shareholders shall have been afforded an opportunity to purchase such shares at the price as above set forth and shall have declined to do so.
- (e) Notice in writing to the shareholders of the corporation of the desire of any shareholder to sell his shares shall be given by such shareholder, and at the time, satisfactory evidence set forth. Shareholders shall have thirty (30) days time after the receipt of such notice within which to elect in writing to purchase same shares or to decline to do so.

10. Each shareholder shall have such preemptive rights as are provided by Ala. Code §10-2B-6.30; provided, however, that the shareholder's right to exercise his or her preemptive rights as to any shares of stock shall not extend beyond the thirtieth (30th) day next following the date of notice by the corporation of its intent to sell shares of the corporation, which said notice shall state: (i) the total number of shares offered to all shareholders; (ii) the proportion of his or her holdings of such class of shares; (iii) the number of shares available to each shareholder based on his or her respective proportionate holdings; (iv) the price, which may be in excess of par value, and/or other terms as shall be fixed and determined by the board of directors; (v) the date and place of the sale shall occur and (vi) the identity of the person conducting the sale. In the event that all shares offered to any shareholder are not purchased by said shareholder, on the date of the sale or any written extension thereof as is signed by the president and secretary of the corporation, then, in such event, the shares not purchased shall then be offered for sale to those shareholders who purchased their respective shares and at no less a price and under similar terms as had been offered to the declining shareholder(s). Any remaining shares shall be available to persons other than existing shareholders of the corporation or, if the shareholders determine, by a majority vote, said unsold shares may be withdrawn from sale to any person. To the extent that the rights and/or procedure set forth herein is different from that provided by Alabama law, then all other or different preemptive rights are deemed to be denied and non-existent to the result that no shareholder shall have preemptive rights which are different or greater than set forth herein.

11. For the purpose of the election of directors of the corporation and for no other purpose, each shareholder of the corporation shall be entitled to vote his or her shares through the process of cumulative voting."

3. The date of adoption of amendment by the Shareholders is 31st day of November, 1994.

4. There exists ten thousand 6,136 shares outstanding and of this amount 3,636 shares are entitled to vote all of which are of a single class of common stock.

5. Of the number of shares authorized to vote, 3,068 shares voted for the amendment and -0- shares voted against the amendment.

6. All other provisions of the Articles of Incorporation of the corporation shall deemed repealed and no longer of any effect.

IN WITNESS WHEREOF, these Articles of Amendment have been executed by the President and Secretary of the corporation on this 13 day of July, 1995.

Dorothy S. Saad Pres
DOROTHY S. SAAD, PRESIDENT

ATTESTATION:

Barbara S. Fulgham
BARBARA S. FULGHAM, SECRETARY

STATE OF ALABAMA §
§
COUNTY OF MOBILE §

I, the undersigned Notary Public in and for said state and county, do hereby certify that on this 13th day of July, 1995, personally appeared before me, DOROTHY S. SAAD, who being by me first duly sworn, declared that she is the President of the corporation, that she signed the foregoing instrument as its President and that the statements contained therein are true and correct.

Rose M. Rich
NOTARY PUBLIC

Commission Expires: 10/29/96

STATE OF ALABAMA §
COUNTY OF MOBILE §

I, the undersigned Notary Public in and for said state and county, do hereby certify that on this 13th day of July, 1995, personally appeared before me, BARBARA S. FULGHAM, who being by me first duly sworn, declared that she is the Secretary of the corporation, that she signed the foregoing instrument as its Secretary and that the statements contained therein are true and correct.

Roci M. Rich
NOTARY PUBLIC
Commission Expires: 10/29/96

THIS INSTRUMENT PREPARED BY:

E. J. Saad, Esquire
Crosby, Saad, Beebe, Crump & Hood, P.C.
Post Office Drawer 850249
Mobile, Alabama 36685-0249

ALABAMA
PROBATE
MOBILE CO.
JUN 14 10 57 AM '95

STATE OF ALABAMA

I, Billy Joe Camp, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that the domestic corporation records on file in this office disclose that Saad Enterprises, Inc. incorporated in Mobile County, Mobile, Alabama on March 13, 1984. I further certify that the records do not disclose that said Saad Enterprises, Inc. has been dissolved.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

December 1, 1992

Date

A handwritten signature in cursive script, appearing to read "Billy Joe Camp", written over a horizontal line.

Billy Joe Camp

Secretary of State

L. W. NICHOLSON, JUDGE
PROBATE COURT OF MOBILE COUNTY
MOBILE, ALA. 36682-1000

RECEIVED
RECEIVED

**FOURTH ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF
SAAD ENTERPRISES, INC.**

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge
Signature [Signature]
Joe Motarchek, Jr., Chief Clerk
Date 05/07/08

WHEREAS, Saad Enterprises, Inc., desires to amend its Articles of Incorporation, dated March 12, 1984, as heretofore amended by Articles of Amendment dated July 13, 1995.

NOW, THEREFORE, pursuant to the provision of Section 10-2B-10.01 of the Code of Alabama 1975, the undersigned corporation adopts the following Articles of Amendment:

FIRST: The name of the corporation is Saad Enterprises, Inc.

SECOND: The following amendments of the Articles of Incorporation were consented to, approved, and adopted by the shareholders of the corporation on the 19th day of March, 2008, in the manner prescribed by the Alabama Business Corporation Act, Ala. Code (1975) §§ 10-2B-1.01, et seq.:

1. Article 6 is hereby deleted in its entirety and replaced with the following:

"The number of directors constituting the board of directors of the corporation is seven (7). Such number of directors may be changed from time to time by amending the Articles of Incorporation."

2. Article 11, which provides for the election of directors by cumulative voting, is hereby deleted in its entirety.

THIRD: The corporation adopted the amendments on March 19, 2008.

FOURTH: The number of shares of the corporation outstanding at the time of such adoption was six thousand one hundred thirty six (6,136), and the number of shares entitled to vote thereon was three thousand six hundred thirty six (3,636).

FIFTH: The number of shares voted for such amendments was One Thousand Eight Hundred Thirty Seven (1,837), the number voted against such amendments was Zero (0), and the number of shares abstaining from voting was One Thousand Seven Hundred Ninety Nine (1,799).

Dated: March 19th, 2008.

SAAD ENTERPRISES, INC.

[Signature]
As Its President

**FIFTH ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
SAAD ENTERPRISES, INC.**

WHEREAS, Saad Enterprises, Inc., desires to amend its Articles of Incorporation, dated March 12, 1984, as heretofore amended by Articles of Amendment dated July 13, 1995, and Fourth Articles of Amendment dated March 19, 2008.

NOW, THEREFORE, pursuant to the provision of Section 10-2B-10.01 of the Code of Alabama 1975, the undersigned corporation adopts the following Articles of Amendment:

FIRST: The name of the corporation is Saad Enterprises, Inc.

SECOND: The following amendments of the Articles of Incorporation were consented to, approved, and adopted by the shareholders of the corporation on the 28th day of May, 2010, in the manner prescribed by the Alabama Business Corporation Act, Ala. Code (1975) §§ 10-2B-1.01, et seq.:

1. The flush paragraph at the end of Section 7 is hereby deleted in its entirety and replaced with the following:

“Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.”

2. Article 9 is hereby deleted in its entirety.

3. Article 10 is hereby deleted in its entirety and replaced with the following:

“No shareholder shall have any preemptive rights as are provided by Ala. Code Section 10-2B-6.30. All restrictions or conditions on the transfer or issuance of any class of stock of the corporation, including any preemptive rights, shall arise solely pursuant to the terms of that certain Shareholder's Agreement dated the 28th day of May, 2010, as may be amended from time to time.”

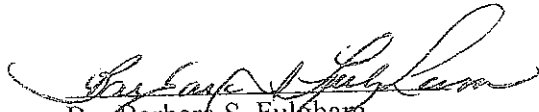
THIRD: The corporation adopted these amendments on the 28th day of May, 2010.

FOURTH: The number of shares of the corporation outstanding at the time of such adoption was Three Thousand Six Hundred Thirty Six (3636), and the number of shares entitled to vote thereon was Three Thousand Six Hundred Thirty Six (3636).

FIFTH: The number of shares voted for such amendments was Three Thousand Six Hundred Thirty Six (3636), the number voted against such amendments was Zero (0), and the number of shares abstaining from voting was Zero (0).

Dated: June 4, 2010

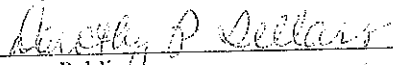
SAAD ENTERPRISES, INC.


By Barbara S. Fulgham
Its: President

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public in and for said state and county, hereby certify that Barbara S. Fulgham, whose name as President of Saad Enterprises, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she as such President and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal on this the 4th day of June, 2010.


Notary Public

My Commission Expires: 7/20/11

This instrument was prepared by:

This instrument prepared by:
James G. Saad, Esq.
3601 Spring Hill Business Park Suite 200
Mobile, Alabama 36608

State of Alabama-Mobile County
I certify this instrument was filed on:
June 11, 2010 @ 11:07:04 AM
RECORDING FEE \$10.00
S.R. FEE \$2.00
RECORDING FEES \$1.00
TOTAL AMOUNT \$13.00

2010031906
Don Davis, Judge of Probate

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge


Signature
Joe McEachern, Jr. Chief Clerk

Date: 6-11-10


Notice is given as required by Alabama law that this instrument was prepared by I. David Cherniak, Attorney, Eighth Floor, Royal - St. Francis Building, Mobile, Alabama 36602.

373018.doc

State of Alabama-Mobile County
I certify this instrument was filed on:
May 7, 2008 @ 11:50:26 AM
RECORDING FEE \$10.00
S.R. FEE \$2.00
RECORDING FEES \$1.00
TOTAL AMOUNT \$13.00

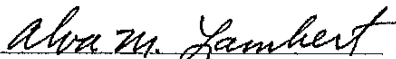
2008031619
Don Davis, Judge of Probate

ALABAMA
STATE HEALTH PLANNING & DEVELOPMENT AGENCY
CERTIFICATE OF NEED
FOR HEALTH CARE SERVICES

I. IDENTIFICATION		
1. Certificate of Need 2694-HPC	2. Date Issued: December 31, 2014	3. Termination Date: December 30, 2015
4. Project Number: AL2014-025	5. Name of Facility: Covenant Hospice Inpatient & Palliative Care Center at Providence Hospital	
6. Service Area: Region XIII	7. Location of Facility: 6801 Airport Boulevard, Mobile, AL 36608	
8. Type of Facility: Inpatient Hospice	9. Number of Beds: 15	10. Estimated Cost: \$4,526,149.00
11. Services to be Provided: The applicant proposes to establish a fifteen (15) bed, hospital-based, inpatient hospice facility with the support of Providence Hospital in Mobile, Alabama.		
II. CERTIFICATE OF NEED		
<p>In accordance with Section 22-21-260 through 22-21-279, <u>Code of Alabama</u>, 1975, the Certificate of Need Review Board finds as follows:</p> <ol style="list-style-type: none">1. There is a need for the project.2. There are in force in the State of Alabama reasonable minimum standards of licensure and methods of operation for hospitals and health facilities.3. The prescribed standards of licensure and operation will be applied and enforced with respect to the applicant, hospital or other health facility.		
III. ISSUANCE OF CERTIFICATE OF NEED		
<p>This Certificate of Need is issued to Covenant Hospice, Inc. only, for a period not to exceed 12 months from the date of issuance. This Certificate of Need is not transferable and any action on the part of the Applicant to transfer this Certificate of Need will render the Certificate of Need null and void.</p> <div style="text-align: right; margin-top: 20px;"> Alva M. Lambert Executive Director</div> <div style="margin-top: 20px;"><u>ORIGINAL</u></div>		

These Findings of Fact and Conclusions of Law by Administrative Law Judge P. Michael Cole became the final decision of the agency without further proceedings as no exceptions were filed pursuant to §41-22-15 *Code of Alabama* 1975. The proposed order of a contested case hearing shall become the final decision of the agency without further proceedings, unless there are exceptions filed or an appeal to the agency within the time period by rule.

Rule 410-1-8-.05 of the Alabama Certificate of Need Program Rules and Regulations provides that where the public hearing has been assigned to and conducted by an Administrative Law Judge, the Administrative Law Judge shall render proposed findings of fact and conclusions of law in accordance with the Alabama Administrative Procedure Act, within thirty (30) days after the conclusion of the public hearing. Exceptions to the Findings of Fact and Conclusions of Law shall be filed with the agency within seven days after the Findings of Fact and Conclusions of Law are rendered. No exceptions were filed by any party to the proposed Findings of Fact and Conclusions of Law. Therefore, the proposed Findings of Fact and Conclusions of Law became the final decision of the agency without Board action.


Alva M. Lambert
Executive Director

December 31, 2014
Date