

STATE OF ALABAMA)

SHELBY COUNTY)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM is made and entered into this 31st day of October, 1991 by and between RIVERCHASE MEDICAL DEVELOPERS ("RMD"), an Alabama general partnership comprised of C. Steven Daughtry, Larry G. Deep, Jack L. Schaeffer and Robert J. Sciacca and BROOKWOOD CENTER DEVELOPMENT CORPORATION ("BCDC"), an Alabama corporation.

R E C I T A L S:

A. RMD and BCDC have entered into that certain Leasing Commitment (the "Agreement") dated October 31st, 1991, with respect to Lot 2A, Medplex, Map Book 15, page 20 (the "Subject Property") located in the City of Hoover, Shelby County, Alabama.

B. BCDC and RMD desire to enter into this Memorandum for the purpose of evidencing the Agreement and giving public notice of its existence.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, all as more particularly set forth in the Agreement, the receipt, sufficiency and adequacy of which are hereby acknowledged, RMD and BCDC, each intending to be legally bound, do hereby covenant and agree as follows:

1. PROPERTY: Subject in all respects to the terms and conditions contained in the Agreement, RMD has agreed to lease to BCDC, and BCDC has agreed to lease from RMD up to 25,000 square feet in the proposed office building ("POB 2") that RMD intends to construct on the Subject Property.

2. TERM OF LEASE: In the event that POB 2 is completed and ready for occupancy on or before December 31, 1994, then the parties shall execute a Master Lease Agreement ("the Master Lease") and the term of the Master Lease shall be one hundred twenty (120) calendar months, all in accordance with the Master Lease.

3. RIGHT OF FIRST REFUSAL: Under the Agreement, RMD has granted to BCDC a right of first refusal in the event that RMD desires to sell, ground lease, exchange or otherwise dispose of the Subject Property. In the event that RMD intends to enter into any such transaction, it shall give notice to BCDC of the parties involved, the terms and conditions of the transaction, and copies of all proposed documentation. Such notice shall constitute an offer by RMD to BCDC with respect to the transactions described therein. BCDC shall have a period of sixty(60) days following any such notice to accept or reject the terms of such offer, and an additional thirty (30) days to close the transaction, if such offer is accepted. If such offer contemplates an exchange of property or

other noncash consideration to RMD, the offer by its terms must specify the cash value of such other property, and BCDC, if it decides to accept such offer, shall have the right to substitute the specified amount of cash, in lieu of such noncash consideration. If BCDC fails to accept such other offer, than RMD shall be free, for a period of thirty (30) days after expiration of such sixty (60) day period, to conclude the transaction with the party and on the terms and conditions described in such notice. In such event, if RMD does not conclude the transaction, with such party and on such terms, within such thirty (30) day period, then any proposed sale, lease, exchange or other disposition of the Subject Property shall again be subject to a right of first refusal to BCDC under the terms provided herein.

4. INCORPORATION OF AGREEMENT: All of the terms, provisions, covenants and agreements contained in the Agreement are incorporated herein by reference in the same manner and to the same extent as if all of such terms, provisions, covenants and agreements were expressly set forth herein; and nothing contained in this Memorandum shall be deemed, construed or implied to alter, modify or amend in any manner whatsoever any of the terms, provisions, covenants or agreements contained in the Agreement.

5. MEMORANDUM AS PUBLIC NOTICE: RMD and BCDC acknowledge that the information contained herein is true and correct, that a copy of said Lease is maintained at the offices of both the RMD and BCDC and that they intend to place this Memorandum of record for the purpose of giving public notice of the Agreement and its terms and provisions.

6. SUPPLEMENTAL MEMORANDUM: In the event that the Master Lease is executed by the parties, as contemplated by the Agreement, the parties agree to execute a supplemental memorandum setting forth such facts, as well as the commencement of the term of Master Lease.

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

RMD:

RIVERCHASE MEDICAL DEVELOPERS,
an Alabama general partnership

By: C. Steven Daughtry
C. Steven Daughtry

By: Larry G. Deep
Larry G. Deep

By: Jack L. Schaeffer
Jack L. Schaeffer

By: Robert J. Sciacca
Robert J. Sciacca

BCDC:

BROOKWOOD CENTER DEVELOPMENT
CORPORATION, an Alabama corporation

By: Cathy Nezen
Its: Vice President

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that C. Steven Daughtry, whose name as a General Partner of Riverchase Medical Developers, an Alabama general partnership, is signed to the foregoing Memorandum of Agreement, he, in his capacity as such General Partner and with full authority executed the same voluntarily for and as the act of said general partnership on the day the same bears date.

Given under my hand this the 31st day of October, 1991.

D. G. Jones
Notary Public
My Commission Expires: June 13, 1993

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Larry G. Deep, whose name as a General Partner of Riverchase Medical Developers, an Alabama general partnership, is signed to the foregoing Memorandum of Agreement, he, in his capacity as such General Partner and with full authority executed the same voluntarily for and as the act of said general partnership on the day the same bears date.

Given under my hand this the 31st day of October, 1991.

D. G. Jones
Notary Public
My Commission Expires: June 13, 1993

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jack L. Schaeffer, whose name as a General Partner of Riverchase Medical Developers, an Alabama general partnership, is signed to the foregoing Memorandum of Agreement, he, in his capacity as such General Partner and with full authority executed the same voluntarily for and as the act of said general partnership on the day the same bears date.

Given under my hand this the 31st day of October, 1991.

D. D. J. K.
Notary Public

My Commission Expires: June 13, 1993

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert J. Sciacca, whose name as a General Partner of Riverchase Medical Developers, an Alabama general partnership, is signed to the foregoing Memorandum of Agreement, he, in his capacity as such General Partner and with full authority executed the same voluntarily for and as the act of said general partnership on the day the same bears date.

Given under my hand this the 31st day of October, 1991.

D. D. J. K.
Notary Public

My Commission Expires: June 13, 1993

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Cathy Nazeer, whose name as Vice President of Brookwood Center Development Corporation, an Alabama corporation, is signed to the foregoing Memorandum of Agreement and who is known to me, acknowledged before me on this day that, being informed of the

contents of said Memorandum, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 31st day of October, 1991.



Notary Public


My Commission Expires: June 13, 1993

BOOK 371 PAGE 263

1. Dead Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	12.50
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	16.50

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 NOV -1 PM 12:32


JUDGE OF PROBATE