

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made as of the 12 day of August, 1992, by and among Inverness Professional Partners ("Landlord"), H. C. Partnership d/b/a Hill Crest Hospital ("Tenant") and First Alabama Bank ("Lender").

W I T N E S S E T H

WHEREAS, Landlord is the owner of certain real property (herein the "Premises"), situated in the County of Shelby, State of Alabama, and described in Exhibit "A", which is attached hereto and made a part hereof;

WHEREAS, Landlord and Tenant have entered into a lease dated 8-1-92, pursuant to which Landlord has leased to Tenant and Tenant has leased from Landlord said Premises (said lease is hereinafter referred to as "Lease"); and

WHEREAS, Landlord has made, executed, and delivered to Lender a promissory note (the "Note"), dated September 27, 1990, in the principal amount of Four hundred eighty nine thousand three hundred (\$489,300.00) DOLLARS, which Note is in turn secured by a mortgage and/or deed of trust (the "Mortgage") encumbering the Premises dated September 27, 1990, which Mortgage was filed for record in Bk. 314, Pg. 08 of the official records of Shelby County, Alabama; and

WHEREAS, Tenant desires that Lender recognize its rights under the Lease in the event of foreclosure of the Mortgage or other transfer of the Premises as described herein and Tenant is willing to agree that the Lease is subordinate to the Mortgage, and in addition, is willing to attorn to the purchaser at such foreclosure or to such other transferee of the Premises in consideration for Lender's recognition of Tenant's rights under the Lease, including particularly, but without limitation, the Option and Right of First Refusal contained therein.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged, Tenant and Lender, intending to be legally bound hereby, covenant and agree as follows:

1. So long as Tenant is not in default under the Lease beyond any period given Tenant to cure such default, (i) the Lease, Option and Right of First Refusal will be recognized by Lender, (ii) Tenant's possession of the Premises under Lease and Tenant's rights and privileges thereunder, or under any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, shall not be diminished or interfered with by Lender, and (iii) Tenant's occupancy of the Premises shall not be disturbed by Lender during the term of the Lease or any extensions or renewals thereof, notwithstanding any default or foreclosure under the Mortgage.

2. In the event Lender obtains title to the Premises through foreclosure of the Mortgage, by deed in lieu of foreclosure or through any other method of transfer, (i) the Lease and rights of Tenant thereunder, or under any extensions or renewals thereof, shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease, (ii) Tenant agrees to continue occupancy of the Premises under the same terms and conditions of the Lease for the balance of the term thereof remaining, and for any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, and (iii) Tenant shall attorn to the Lender, to the same extent and with the same force and effect as if Lender were the Landlord, said attornment to be effective and self-operative, without the execution of any other instrument on the part of either party hereto, immediately upon Lender's succeeding to the interests of Landlord, provided however, that Tenant shall be under no obligation whatsoever to Lender until Tenant receives written

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notice from Lender that it has succeeded to the interests of Landlord. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extensions or renewals thereof, shall be and are the same as now set forth in the Lease, it being the intention of the parties hereto to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth at length herein.

3. If Lender shall succeed to the interest of Landlord, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Lender's succession to the interests of Landlord, have the same remedies against Lender for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Lender had not succeeded to the interests of Landlord.

4. Lender hereby agrees to (i) give Tenant timely written notice of any event of default by Landlord under the Note and/or Mortgage, and Tenant shall, at its option and election, have the right, but not the obligation, to cure any such default within ten (10) days after receipt of such notice, and (ii), Tenant shall have the right at any time during the term of the Lease, the Option, and/or the Right of First Refusal contained therein, to acquire all of Lender's title and collateral interests in the Premises, free of all liens and security interests of every kind, upon Tenant's tender of the Option and/or Right of First Refusal purchase price to Lender as provided under the Lease.

5. Lender hereby further agrees that upon the exercise of the Option and/or Right of First Refusal by Tenant, and upon tender of title to the premises by Landlord, Lender shall release its Mortgage lien and/or any other collateral interests or liens in the Premises, irrespective of the fact that the Premises may be cross-collateralized with other properties as security for indebtedness owed by Landlord to Lender.

6. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Lender, any holder of the Note and/or Mortgage, and any third party that obtains title to the Premises by sale, transfer, exchange, assignment, foreclosure, deed in lieu of foreclosure, donation or otherwise, and their respective heirs, personal representatives, successors, transferees, and assigns.

7. In the event that any one or more of the provisions contained in this Agreement 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 of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Alabama.

8. This Agreement may not be altered, modified or amended except in a writing signed by all of the parties hereto.

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

TENANT:

H. C. PARTNERSHIP, D/B/A HILL
CREST HOSPITAL

BY:  JOANNE HAMRICK

TITLE: Administrator

LENDER:

FIRST ALABAMA BANK

BY: 

TITLE: Sr. Vice President

LANDLORD:

INVERNESS PROFESSIONAL PARTNERS

BY: 1/5/94

TITLE: Gen. Partner

ACKNOWLEDGEMENT

STATE OF Ala.

~~PARISH~~ (COUNTY) OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared:

HENRY TYLER

who, after being duly sworn, did depose and say that he is the Gen. Partner. of Inverness Professional Partners and is authorized to execute the foregoing on behalf of said corporation and that the foregoing is the free act and deed of said corporation and was executed for the purposes and benefits therein expressed.

SWORN TO AND SUBSCRIBED
BEFORE ME, THIS 25
DAY OF August, 1992.

Nancy J Caldwell
NOTARY PUBLIC

My Commission Expires October 4, 1993

ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: S.E. Neuhaus

who, after being duly sworn, did depose and say that he is the Senior Vice President of First Alabama Bank and is authorized to execute the foregoing on behalf of said corporation and that the foregoing is the free act and deed of said corporation and was executed for the purposes and benefits therein expressed.

SWORN TO AND SUBSCRIBED
BEFORE ME, THIS 20
DAY OF August, 1992.

Camille J. Morris
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: APRIL 25, 1993.
JOINED THRU NOTARY PUBLIC UNDERWRITERS.

ACKNOWLEDGEMENT

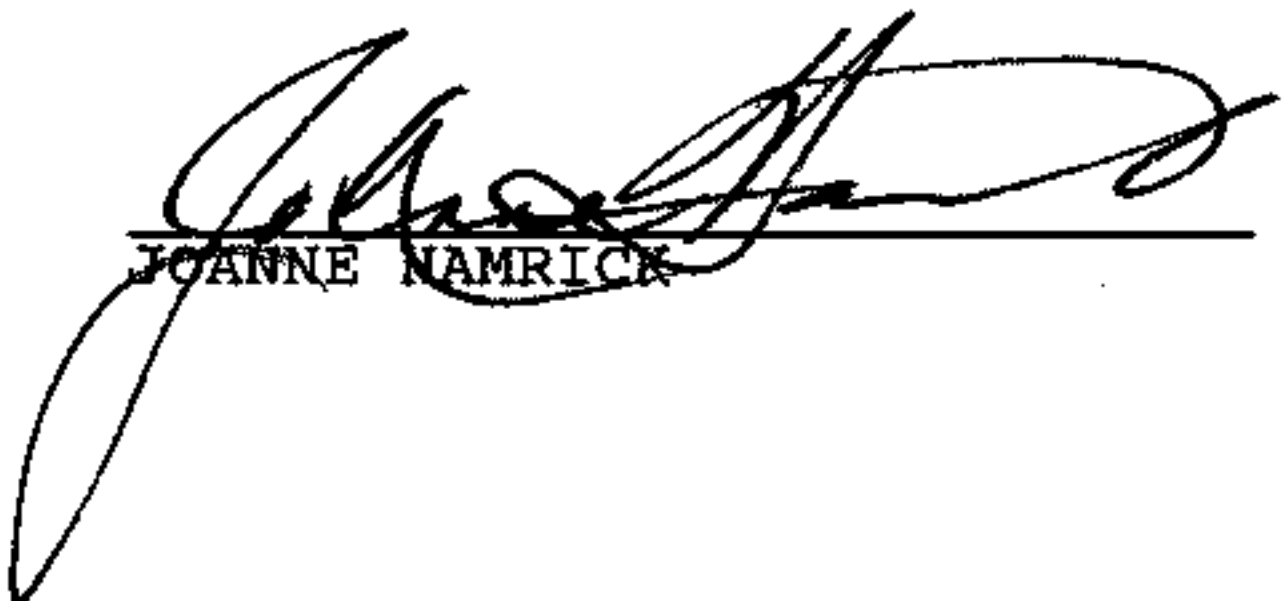
STATE OF ALABAMA

COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared:

JOANNE HAMRICK

who, after being duly sworn, did depose and say that she is the Administrator of H. C. Partnership d/b/a Hill Crest Hospital, and is authorized to execute the foregoing on behalf of said corporation and that the foregoing is the free act and deed of said corporation and was executed for the purposes and benefits therein expressed.


JOANNE HAMRICK

SWORN TO AND SUBSCRIBED
BEFORE ME, THIS 27th
DAY OF August, 1992.

Francis J. Blackwell
NOTARY PUBLIC

EXHIBIT "A"

STATE OF ALABAMA
SHELBY COUNTY

LEGAL DESCRIPTION OF INVERNESS PARCEL 11-A

Part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 19 South, Range 2 West, Shelby County, Alabama, and run West along the South line of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ 16.04 feet; thence right $87^{\circ}35'45''$ and run North 192.11 feet to the Southeasterly corner of Lot 1-A of a Resurvey of Lots 1 and 2 of Selkirk Subdivision as recorded in Map Book 7, Page 131 in the Probate Office of Shelby County, Alabama; thence left $42^{\circ}53'58''$ and run Northwesterly along the Northeasterly line of said Lot 1-A 141.34 feet to the Northeasterly corner of said Lot; thence right $75^{\circ}07'07''$ and run Northeasterly 281.85 feet to a point; thence right $120^{\circ}27'01''$ and run Southeasterly 45.00 feet to the POINT OF BEGINNING of the herein described parcel; thence left $110^{\circ}24'45''$ and run Northeasterly 298.84 feet to a point; thence left $19^{\circ}35'13''$ and run Northeasterly 120.0 feet to a point on a curve being on the Southwesterly right-of-way of Inverness Parkway, said curve having a radius of 695 feet and a central angle of $27^{\circ}09'18''$; thence right 90° to the tangent of said point on curve and run Southeasterly along said right-of-way and arc of curve 329.39 feet to a point of compound curvature of a curve to the right having a radius of 25 feet and a central angle of $92^{\circ}08'19''$; thence run Southeasterly to Southwesterly along said right-of-way and arc of curve 40.20 feet to a point of reverse curvature of a curve to the left having a radius of 987.78 feet and a central angle of $8^{\circ}03'11''$, said point of reverse curve being on the Northwesterly right-of-way of Selkirk Drive; thence run Southwesterly along said right-of-way and arc of curve 138.83 feet to the point of tangent; thence continue Southwesterly along said right-of-way 99.28 feet to the point of curvature of a curve to the right having a radius of 500.00 feet and a central angle of $22^{\circ}59'10''$; thence continue Southwesterly along said right-of-way and arc of curve 200.59 feet to the point of tangent; thence continue Southwesterly along said right-of-way 71.86 feet; thence right $85^{\circ}46'21''$ and run Northwesterly 228.09 feet to the point of beginning; containing 3.22290 acres.

1" = 100
ENGINEERING, INC.

7, 1990

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10/20/1992-24075
03:12 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MCD 22.50