

This instrument prepared by:
John E. Hagefstration, Jr.
Bradley, Arant, Rose & White
1400 Park Place Tower
2001 Park Place
Birmingham, Alabama 35203

**SPECIFIC ASSIGNMENT, SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SPECIFIC ASSIGNMENT, SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of the 24th day of November, 1992, by and among BROOKWOOD CENTER DEVELOPMENT CORPORATION, an Alabama corporation ("Tenant"), MEDPLEX TWO, INC., an Alabama corporation ("Borrower"), and FIRST COMMERCIAL BANK, an Alabama banking corporation ("Lender").

R E C I T A L S:

A. Tenant is the lessee and Borrower is the assignee of the lessor under that certain Master Lease Agreement--POB 2 dated October 1, 1992, as assigned and amended by Assignment and Amendment of Lease dated November 24, 1992 (as so amended, the "Lease").

B. Borrower has requested that Lender make a construction and term loan (the "Loan") to Borrower to be secured by a Mortgage and Security Agreement from Borrower to Lender (the "Mortgage"), encumbering the property wherein the premises (the "Premises") covered by the Lease are located, which property is described more fully in Exhibit A attached hereto (the "Property").

C. Lender is willing to make the Loan, provided that, as one of the conditions precedent thereto, Borrower and Tenant execute this Agreement.

Inst # 1992-28264

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to make the requested loan, Tenant, Borrower, and Lender hereby agree and covenant as follows:

1. Assignment. Borrower does hereby absolutely and presently grant, transfer, and assign to Lender the Lease and all rents and other sums payable under the Lease; provided, however, that until written demand is made by Lender to Tenant, all rents and other sums payable under the Lease shall be paid to Borrower, but only as they accrue. Landlord covenants and agrees that upon Tenant's receipt of written notice from Lender to pay the rent to Lender and its successors and assigns, Tenant shall pay the rent and all other sums due under the Lease as such rent and other sums become due to the Lender and shall have no liability to Landlord for such rent and other sums due under the Lease which are paid to Lender and its successors and assigns. Tenant hereby recognizes the assignment of the Lease made by Borrower to Lender and agrees to pay, upon receipt of written demand from Lender, all rents and other sums as directed by Lender.

2. Subordination. Borrower, Tenant and Lender hereby agree that the Lease and all of its terms and provisions (including, without limitation, any option or options to purchase or rights of first refusal affecting the Property, or any portion thereof, contained therein) is and shall at all times be subject and subordinate in all respects to the lien of the Mortgage to the full extent of the principal, interest and other sums secured thereby, and to all renewals, supplements, amendments, modifications, extensions, replacements, substitutions and/or rearrangements thereof.

3. Non-Disturbance. As long as Tenant is in compliance with the terms of this Agreement and is not in default in the performance of its obligations under the Lease, Lender will not name Tenant as a party defendant in any action for foreclosure or other enforcement of the Mortgage (unless required by law), nor will the Lease be terminated by Lender in connection with, or by reason of, foreclosure or other proceedings for the enforcement of the Mortgage, or by reason of a transfer of the Landlord's interest under the Lease pursuant to the taking of a deed in lieu of foreclosure (or similar device), nor will Tenant's use or possession of the Premises be interfered with by Lender; subject, however, to the limitations of Section 5 hereof.

4. Attornment. If the interest of Borrower in the Property is acquired by a transferee (including, but not limited to, Lender) as a result of a foreclosure, trustee's sale, deed in lieu of foreclosure or other proceeding for the enforcement of the Mortgage such

transferee and such transferee's successors and assigns (such transferee, its successors and assigns, including, but not limited to, Lender being hereinafter referred to as "Purchaser"), shall be bound to Tenant (except as provided in Section 5 hereof), and Tenant shall be bound to any Purchaser, under all of the terms, covenants and conditions of the Lease (including the right of first refusal contained in Section 22(b) of the Lease (it being understood that no foreclosure, deed in lieu of foreclosure or other proceedings for the enforcement of the Mortgage shall be deemed to be such a sale or other disposition as to come within the operation of Section 22(b) of the Lease)), for the balance of the terms thereof, and any extensions or renewals thereof that may be effected in accordance with any option therefor in the Lease, with the same force and effect as if such Purchaser were the original landlord under the Lease. Tenant does hereby attorn to such Purchaser, including Lender if Lender is such Purchaser, as the landlord under the Lease, said attornment to be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease. Notwithstanding any provision contained herein or in the Lease to the contrary, if, after acquiring title to the Property, Purchaser shall default in the performance or observance of any material agreement or condition contained in the Lease on its part to be performed or observed, and if Purchaser shall not cure such default within thirty (30) days after receipt of written notice from Tenant (except that no such notice shall be required in the event of any emergency as herein stipulated) specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Tenant may, at its option, at any time thereafter cure such default for the account of Purchaser; and any reasonable amount paid in so doing shall be deemed paid or incurred for the account of the Purchaser under the Lease and Purchaser shall reimburse Tenant therefor; provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period and without such notice to Purchaser if the curing of such default prior thereto is reasonably necessary to protect the real estate or Tenant's interest therein or to prevent injury or damage to persons or property. If Purchaser shall fail to reimburse Tenant within thirty (30) days following written demand for any amount paid for the account of Purchaser hereunder, said amount may be deducted by Tenant from the next or any succeeding payments of rent due under the Lease.

5. Limitation on Purchaser Obligations. Notwithstanding anything to the contrary contained in Section 4 hereof, a Purchaser shall not be:

- 5.1 liable for any damages or other relief attributable to any act or omission of any prior landlord under the Lease (including, without limitation, Borrower); provided, however, that a Purchaser shall be responsible for the repair obligations (i) of any landlord under the Lease which accrue prior to the time Purchaser has acquired title to the Property if Tenant has given notice to Landlord and Lender of the need for such repairs and allowed such parties a reasonable opportunity to make the

repairs; and (ii) which accrue on or after Purchaser has acquired title to the Property;

- 5.2 subject to any offsets or defenses that Tenant may have against a prior landlord under the Lease (including, without limitation, Borrower), except for any offsets which relate to or arise from a prior landlord's repair obligation under the Lease and accrued after Tenant had notified Landlord and Lender (in the same manner as provided in Section 3 hereof) and gave them the opportunity to make required repairs;
- 5.3 liable for any damages or other relief attributable to any latent or patent defects in construction with respect to the Property;
- 5.4 liable for the return of any security deposit under the Lease unless such security deposit shall have been actually deposited with Purchaser;
- 5.5 bound by any rent or additional rent that Tenant might have paid in advance to any prior lessor under the Lease (including, without limitation, Borrower), for any period beyond the month in which Purchaser succeeds to the interest of Borrower under the Lease;
- 5.6 bound by any waiver or forbearance by any prior landlord under the Lease (including, without limitation, Borrower) or bound by any agreement or modification of the Lease made without the prior written consent of Lender; or
- 5.7 bound by any covenant made by any prior landlord under the Lease (including, without limitation, Borrower) to complete any construction on the Property covered by the Lease or to pay any sums to Tenant in connection therewith, unless Purchaser shall have expressly consented thereto in writing; provided, however, that if Purchaser acquires the Property, Purchaser shall, within thirty (30) days after receipt of a written request from Tenant, notify Tenant whether Purchaser shall complete such construction. If Purchaser declines to complete such construction, Tenant shall have the right to terminate the Lease.

6. Further Actions. Tenant covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested by Lender to do or execute for the purposes of carrying out and effectuating this Agreement and the intent hereof, and evidencing this Agreement, whether by filing with any public office, or agency or otherwise.

7. Covenants of Tenant. Tenant agrees that during the term of the Lease,
Tenant:

- 7.1 will not pay any rent or additional rent more than one (1) month in advance to any lessor (including, but not limited to, Borrower);
- 7.2 will not cancel, surrender, amend or modify the Lease without Lender's prior written consent, nor terminate the Lease because of a default thereunder by Borrower unless Tenant shall have first given Lender written notice thereof and allowed Lender a period of thirty (30) days in which to cure such default, or if such thirty (30) day period is not reasonable under the circumstances, then such additional period of time as may be reasonably necessary to allow Lender to cure such default, provided Lender begins to cure such default within the thirty (30) day period and diligently prosecutes the same to conclusion;
- 7.3 will promptly furnish to Lender, within sixty (60) days after the end of each of its fiscal years during the term of the Lease, annual financial statements prepared either by a certified public accountant or internally, but in either case in accordance with generally accepted accounting principles applied on a consistent basis, which statements shall be certified by Tenant's chief financial officer to be true and correct; and
- 7.4 will maintain at all times sufficient cash reserves to meet its monthly obligations under the Lease.

Violation of any of the foregoing covenants by Tenant will constitute an event of default under the Lease and the Loan.

8. Condition Precedent. As a condition precedent to Lender's obligation to make the Loan to Borrower, Tenant shall furnish to Lender copies of its financial statements for the fiscal year ending September 30, 1992. These statements must be certified by Tenant's chief financial officer to be true and correct, and must be satisfactory

in form and content to Lender, otherwise Lender shall have no obligation whatsoever to make the Loan.

9. Release of Tenant. The Lease provides that under certain circumstances Tenant may be released from some or all of its obligations to Landlord thereunder. As an inducement to Lender to make the Loan to Borrower, and in addition to the provisions set forth in the Lease, Tenant agrees with Lender that if Tenant assigns all or a portion of its rights under the Lease to Brookwood Primary Care Centers, Inc. ("Primary Care"), Tenant shall not be released from its obligations under the Lease unless conditions 9.1, 9.2 and 9.3, or 9.1, 9.2 and 9.4 are satisfied. In no event shall Tenant be released from its obligations under the Lease until it has obtained the prior written consent of Lender to a request that it be so released.

- 9.1 No event of default has occurred under this Agreement or any of the documents evidencing or securing the Loan;
- 9.2 No event of default by Tenant under any of the terms or conditions of the Lease has occurred and is continuing after the expiration of any cure period, as specified in the Lease;
- 9.3 All of Tenant's obligations under the Lease are assumed by an assignee having a net worth of not less than 300% of the Loan amount and total assets (as determined by a certified public accountant mutually acceptable to Tenant and Lender) exceeding those of Tenant on September 30, 1992, with no less than \$180,000.00 in liquid assets; and if there is any dispute concerning the determination of total assets, then the parties agree to appoint one of the national accounting firms with offices in Birmingham, Alabama to make such a determination;
- 9.4 The outstanding principal balance of the Loan is less than \$900,000 and the Premises are occupied by tenants meeting Lender's credit standards under leases which generate net rental income of not less than 125% of the debt service on the Loan under leases which are acceptable to Lender and, at a minimum, have sufficient terms to amortize the outstanding balance of the Loan over the remaining term thereof and these leases are guaranteed by persons or corporations whose credit is acceptable to Lender.

9.5 If Tenant assigns all or a portion of its obligations under the Lease, as a condition to such assignment, each assignee shall be required to furnish to Lender annual financial reports which conform to the requirements of Section 7.3 hereof.

10. Merger. Borrower, Tenant and Lender agree that unless Lender shall otherwise consent in writing, the fee title to the Property and the leasehold estate created by the Lease shall not merge but shall remain in separate and distinct, notwithstanding the union of said estates either in Borrower or Tenant or any third-party by purchase, assignment or otherwise.

11. Limitation on Liability. Notwithstanding anything to the contrary contained herein or in the Lease, in the event that any Purchaser shall acquire title to the Property, such Purchaser shall have no obligation, nor incur any liability, beyond the then interest, if any, of such Purchaser in the Property, and Tenant shall look exclusively to such interest of such Purchaser, if any, in the Property for the payment and discharge of any obligations imposed upon such Purchaser hereunder or under the Lease, and such Purchaser is hereby released and relieved of any other liability hereunder and under the Lease. As regards such Purchaser, Tenant shall look solely to the estate or interest owned by such Purchaser in the Property and Tenant will not collect or attempt to collect any such obligation or liabilities or any judgment therefor, out of any other assets of Purchaser. By executing this Agreement, Borrower specifically acknowledges and agrees that nothing contained in this Section shall impair, limit, offset, lessen, abrogate or otherwise modify the obligations of Borrower to Tenant under the Lease. Nothing in this Section will limit Tenant's right to seek and secure injunctive relief or specific performance for the violation by Lender, after Lender acquires title to the Property, of any of the terms of the Lease.

12. Modification of Agreement. This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

14. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Alabama.

15. Certification Relating to Lease. Tenant and Borrower hereby certify that, as of the date hereof, there are no defaults (or events that with the giving of notice and/or the passage of time could become a default) on the part of the other party under the Lease, that the Lease is a complete statement of the agreement of the party under the Lease, that the Lease is a complete statement of the agreement of the parties thereto with respect to the leasing of the Premises, that the Lease is in full force and effect, and that all conditions to the effectiveness or continuing effectiveness thereof required to be satisfied as of the date hereof have been satisfied.

16. Integration. This Agreement shall be the whole and only agreement with regard to the subjection and subordination of the Lease and the leasehold estate created thereby, together with all rights and privileges of Tenant thereunder, to the lien or charge of the Mortgage and shall supersede and cancel, but only insofar as would affect the priority between the Lease and the Mortgage any prior agreements as to such subjection or subordination, including, but not limited to, those provisions contained in the Lease that provide for the subjection or subordination of the Lease and the leasehold estate created thereby to a deed or deeds of trust or to a mortgage or mortgages.

17. Notices. All notices and demands that may or are required to be given by any party to any other party hereunder shall be given in writing and shall be deemed to have been fully given within five (5) business days after being deposited in the United States mail, certified or registered, postage prepaid, and properly addressed to such party at the address set forth below beside its signature. The parties may change their addresses by giving notice to the other parties in the same manner as above provided. Tenant agrees that it shall send a copy of any notice of default or similar statement under the Lease to Lender at the same time such notice or statement is sent to the landlord under the Lease.

18. Captions. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used in construing this Agreement.

19. Counterparts. This Agreement may be executed in counterparts, and all counterparts together shall be construed as one document.

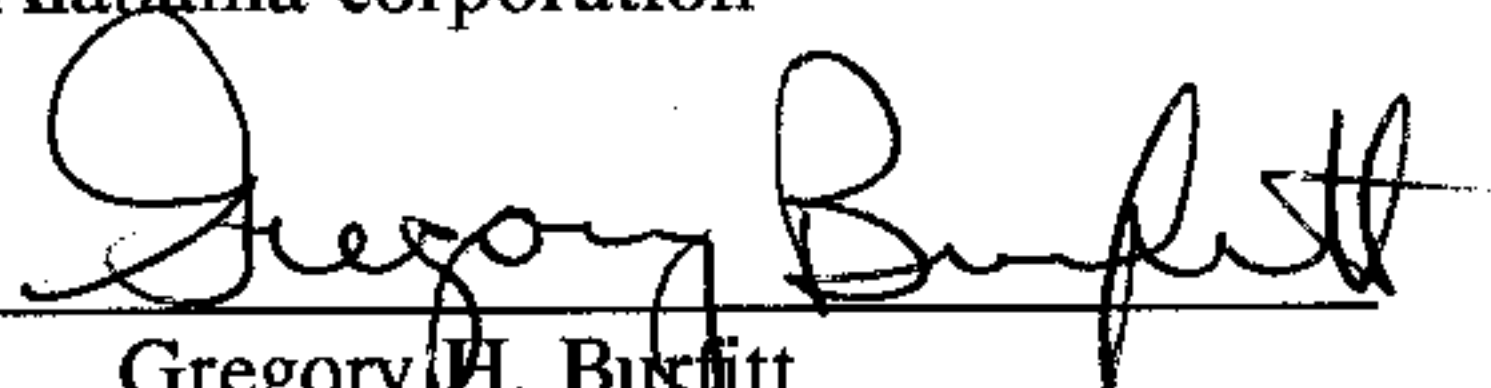
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Address:

2010 Brookwood Medical Center Drive
Birmingham, Alabama 35209

TENANT:

BROOKWOOD CENTER
DEVELOPMENT CORPORATION
an Alabama corporation

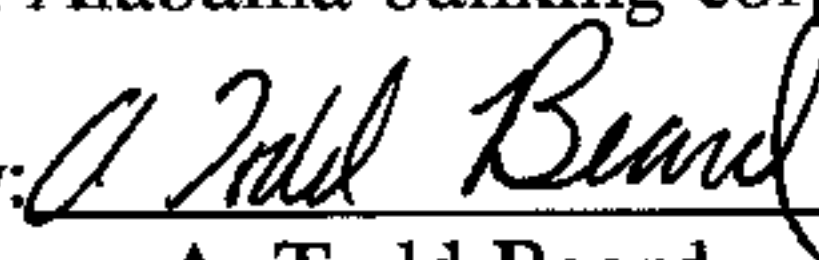
By: 
Gregory H. Burditt
President

Address:

2000 SouthBridge Parkway
Birmingham, Alabama 35209

LENDER:

FIRST COMMERCIAL BANK
an Alabama banking corporation

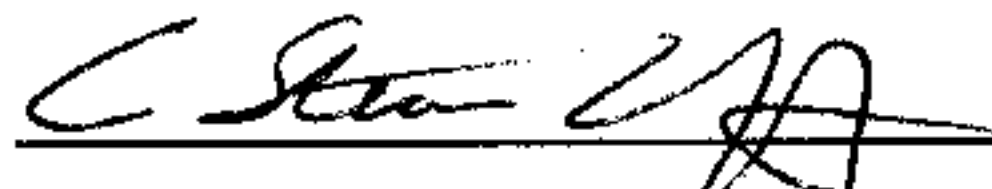
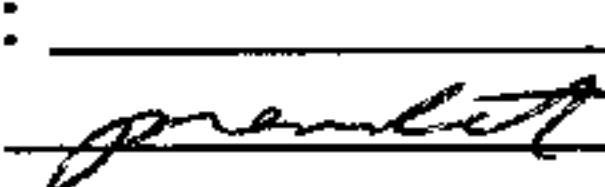
By: 
A. Todd Beard
Vice President

Address:

4515 Southlake Parkway
Birmingham, Alabama 35244

BORROWER:

MEDPLEX TWO, INC.
an Alabama corporation

By: 
Name: _____
Title:  _____

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Gregory H. Burfitt, whose name as President of Brookwood Center Development Corporation, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 24th day of November, 1992.



NOTARY PUBLIC

[NOTARIAL SEAL]

My commission expires: June 13, 1993

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that A. Todd Beard, whose name as Vice President of First Commercial Bank, an Alabama banking 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 25th day of November, 1992.



NOTARY PUBLIC

[NOTARIAL SEAL]

My commission expires: 11-13-94

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that C. Steven Daughton, whose name as President of Medplex Two, Inc., a 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 24th day of November, 1992.


NOTARY PUBLIC

[NOTARIAL SEAL]

My commission expires: June 13, 1993

EXHIBIT A

Legal Description of the Land

Lot 2-A, according to the Resurvey of Lots 2, 4 and 5, Medplex, as recorded in Map Book 15, page 20, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

Inst # 1992-28264

11/25/1992-28264
03:17 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
012 MCD 35.00