

## SUBORDINATION AGREEMENT

**THIS AGREEMENT**, dated April \_\_\_\_, 1996 is entered into by and among The Young Men's Christian Association of Birmingham, an Alabama not-for-profit corporation, (in its capacity as landlord, the "Landlord"), Shelby County Health Care Authority d/b/a Shelby Medical Center, a health care authority organized and existing pursuant to the Alabama Health Care Authority Act of 1982 (Code of Alabama, 1975, §§ 22-21-310, et seq.) and The Young Men's Christian Association of Birmingham (jointly in their capacity as tenants, the "Tenants"), and Shelby County Health Care Authority d/b/a Shelby Medical Center (in its capacity as the mortgagee, the "Mortgagee").

### Recitals

A. The Landlord and the Tenants have entered into a certain Ground Lease, Ownership, Operating and Tenancy in Common Agreement entered into as of March 6, 1996, with an effective date of February 1, 1996 and a certain Memorandum of Ground Lease dated as of February 1, 1996, that evidences the execution of the Ground Lease, Ownership, Operating and Tenancy in Common Agreement and that is recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument Number 1996-07515 (collectively, the "Lease"), with respect to the premises described in the Lease (the "Premises").

B. The Landlord requested the Mortgagee execute a guaranty agreement in connection with the Landlord obtaining funds from a certain bond issue. The Mortgagee agreed and executed that certain Guaranty Agreement dated as of February 1, 1996 (the "Guaranty Agreement") in favor of First Alabama Bank, as Trustee, upon the condition that the Landlord agree to reimburse the Mortgagee for any payments made under the Guaranty Agreement pursuant to the terms of a certain Credit and Reimbursement Agreement dated as of February 1, 1996 executed by the Landlord and the Mortgagee (the "Credit Agreement"). The Landlord's obligations under the Credit Agreement are secured by a certain Mortgage and Security Agreement dated as of February 1, 1996 executed by the Landlord in favor of the Mortgagee and recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument Number 1996-07516 (the "Mortgage") covering (among other things) the Premises.

C. The parties intended that the Mortgage be superior to the Lease and the parties hereto desire to execute this instrument to express their agreement that the Lease will be subordinate to the Mortgage.

### Agreement

**NOW, THEREFORE**, in consideration of the foregoing recitals and in further consideration of the mutual covenants and agreements set forth herein, the parties mutually covenant and agree as follows:

Inst # 1996-20142

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SHELBY COUNTY JUDGE OF PROBATE

Inst # 1996-20142

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**SECTION 1 Lease Subordinate.** The Lease shall at all times be subject and subordinate in all respects to the Mortgage and to all extensions, renewals, consolidations and modifications thereof, replacements therefor and supplements thereto with the same force and effect as if the Mortgage had been executed, acknowledged, delivered and recorded prior to the execution, acknowledgment and delivery of the Lease.

**SECTION 2 Successors and Assigns.** This Agreement shall be binding upon and inure to the parties, their respective heirs, successors and assigns, and the terms "Landlord," "Tenant" and "Mortgagee," as used in this Agreement, shall include their respective heirs, successors and assigns.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year first above written.

**LANDLORD:**

**THE YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF BIRMINGHAM**

By James A. Ramey  
Its president

**TENANT:**

**SHELBY COUNTY HEALTH CARE  
AUTHORITY D/B/A SHELBY MEDICAL  
CENTER**

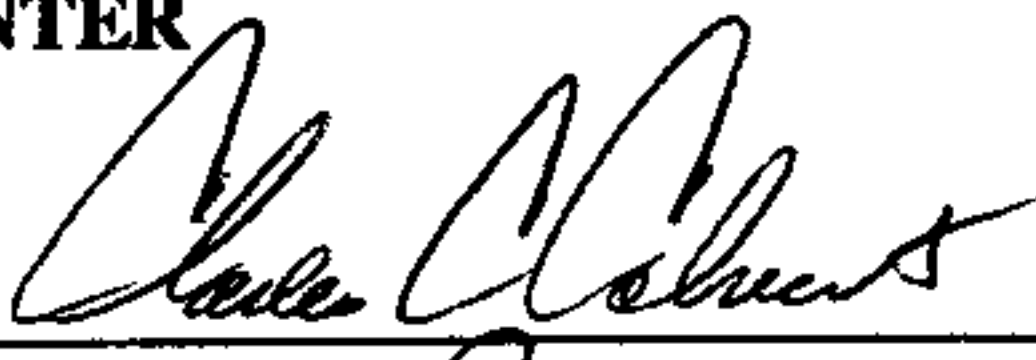
By Charles F. Hunt  
Its pres.

**THE YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF BIRMINGHAM**

By James A. Ramey  
Its President

**MORTGAGEE:**

**SHELBY COUNTY HEALTH CARE  
AUTHORITY D/B/A SHELBY MEDICAL  
CENTER**

By   
Its Pres.

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JAMES A. RAJES, whose name as President of **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BIRMINGHAM**, an Alabama not-for-profit 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 10<sup>th</sup> day of May, 1996.

  
Notary Public

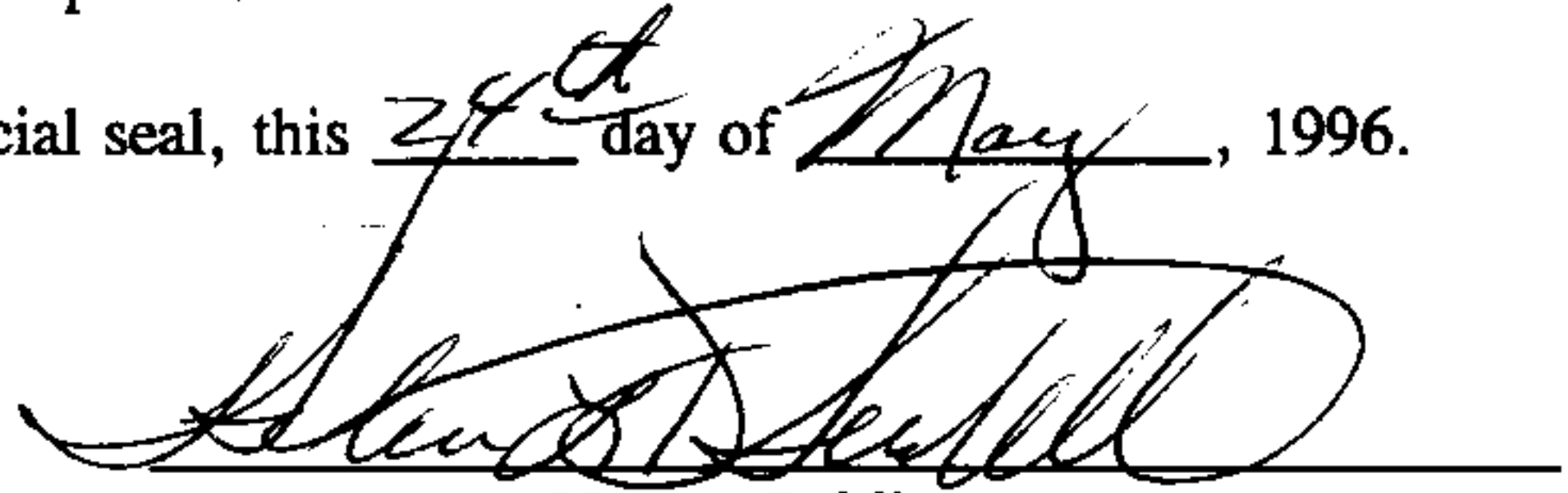
[AFFIX SEAL]

My Commission Expires: July 21, 1997

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that CHARLES C. COLVER whose name as President of **SHELBY COUNTY HEALTH CARE AUTHORITY d/b/a SHELBY MEDICAL CENTER.**, a health care authority organized and existing pursuant to the Alabama Health Care Authority Act of 1982 (Code of Alabama, 1975, §§ 22-21-310, et seq.), 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 24<sup>th</sup> day of May, 1996.

  
Notary Public

[AFFIX SEAL]

My Commission Expires: 5/31/96

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JAMES A. RAINES, whose name as President of **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BIRMINGHAM**, an Alabama not-for-profit 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 10<sup>th</sup> day of MAY, 1996.

  
Notary Public

[AFFIX SEAL]

My Commission Expires: July 21, 1997

*This instrument prepared by:*

Randall H. Morrow  
Maynard, Cooper & Gale, P.C.  
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1901 Sixth Avenue North  
Birmingham, Alabama 35203-2602  
(205) 254-1000

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