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Inst # 1999-22913

06/02/1999-22913

08:49 AM CERTIFIED

GROUND LEASE AMENDMENT

SHELBY COUNTY JUDGE OF PROBATE

004 MMS

18.00

THIS GROUND LEASE AMENDMENT ("this Amendment") is made as of May 25, 1999, by and between SMCMOB, L.L.C., an Alabama limited liability company ("Lessee"), and BAPTIST HEALTH SYSTEM, ^{Inc.} d/b/a SHELBY BAPTIST MEDICAL CENTER (successor in interest to Shelby County Health Care Authority d/b/a Shelby Medical Center) ("Lessor").

RECITALS

Pursuant to a certain Ground Lease dated as of January 1, 1994, by and between Lessor and Lessee and recorded as Instrument # 1994-1131 in the Office of the Judge of Probate of Shelby County, Alabama (the "Lease"), Lessor let and Lessee leased the demised premises described therein. The Lessee has heretofore constructed a medical office building on the demised premises (the "Building"). The Lessee has been requested by the Lessor, in its capacity as lessee of the Building to construct an approximately 6,972 square foot addition to the Building (the "Addition"). In order to construct the Addition, the demised premises under the Ground Lease (currently consisting of approximately 19,471.32 square feet) must be expanded to include additional real property of approximately 7,744 square feet (resulting in a total of 27,215.32 square feet). Lessor and Lessee have agreed to enter into this Amendment in order to evidence the addition of real property to the demised premises and to make certain other conforming changes to the Ground Lease. Capitalized terms not otherwise defined herein shall have the meaning attributed thereto in the Ground Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. In order to add the additional real property need to expand the Building, Exhibit A to the Ground Lease (the legal description of the footprint of the Building consisting of approximately 19,471.32 square feet) is hereby amended by the addition thereto of the legal description set forth on Exhibit A-1 attached hereto and made a part hereof (the "Additional Land")(i.e. the legal description of the footprint of the Addition consisting of approximately 7,744 square feet). The total amount of land leased under the Ground Lease after giving effect to this Amendment shall equal approximately 27,215.32 square feet.

2. Basic Rent under the Lease is calculated based on fair market value of the demised premises (consisting of approximately 19,471.32 square feet) amortized over forty years at an interest rate of 7.25%. The parties agree to use the same methodology to calculate the increased Basic Rent due to the addition of the Additional Land of approximately 7,744 square feet. The current Basic Rent shall be increased by the \$1,767.26 per annum, which amount was calculated based upon a fair market value of the demised premises amortized over thirty-five years at an

interest rate of 7.25%. In order to reflect the increase in the Basic Rent pursuant to this Amendment, effective as of January 1, 2000, Subparagraph 2(a) of the Ground Lease is hereby amended by deleting the phrase "Four Thousand Three Hundred Twenty-Two and 96/100 Dollars (\$4,322.96)" and substituting therefor the phrase "Six Thousand Ninety and 22/100 Dollars (\$6,090.22)". The parties acknowledge that the calculation of the amount of the increase in the Basic Rent due to the addition of the Additional Land to the demised premises was based upon a fair market value determined by using the previously determined fair market value of the real property originally demised under the Ground Lease.

3. In order to reflect the increase in the square footage of the Building due to the Addition, effective as of January 1, 2000, Paragraph 5 is hereby amended by deleting the number "47,000" and substituting therefor the number "56,000" where said number appears in said Paragraph.

4. Lessor hereby reaffirms all of the representations and warranties previously set forth in the Ground Lease as to the demised premises as such premises are expanded hereby.

5. The Ground Lease requires Lessor to consent to certain modifications or additions to the Building. The execution of this Amendment shall constitute written approval and consent by Lessor to all of the proposed modifications and additions proposed by Lessee in connection with the Addition.

6. Except as expressly amended and modified by this Amendment, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

SMCMOB, L.L.C.

By: [Signature]
(Print Name) JAMES MILTON JOHNSON
Its: Member

BAPTIST HEALTH SYSTEM, ^{Inc.} d/b/a
SHELBY BAPTIST MEDICAL CENTER

By: [Signature]
(Print Name) Charles C. Collier
Its: Pres.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JAMES MILTON JOHNSON, whose name as MEMBER of SMCMOB, L.L.C., an Alabama limited liability company, 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 member 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 the 25th day of MAY, 1999.

Jennifer Rae Marie Duke
Notary Public

AFFIX SEAL

My commission expires: 1-25-2003

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles C. Colvert, whose name as President of BAPTIST HEALTH SYSTEM, d/b/a SHELBY BAPTIST MEDICAL CENTER, a 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 the 12 day of May, 1999.

Donna G. Smiley
Notary Public

AFFIX SEAL

My commission expires: March 30, 2002

This Instrument Was Prepared By:
Randall H. Morrow, Esq.
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
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Birmingham, Alabama 35203

EXHIBIT A-1

(Legal Description)

A tract of land situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of the SW $\frac{1}{4}$ of the NW ^{1/4} corner of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama said corner being marked by a one and one-half inch crimped pipe, and run in an Easterly direction along the accepted North line of said 1/4-1/4 section a distance of 316.16 feet to a one inch crimped pipe, thence deflect 88 deg. 34 min. 47 sec. to the right and run in a Southeasterly direction a distance of 572.78 feet to a point; thence deflect 97 deg. 24 min. 49 sec. to the right and run in a Northwesterly direction a distance of 115.45 feet to the Point of Beginning of the herein described tract; thence deflect 90 deg. 00 min. 00 sec. to the left and run in a Southwesterly direction a distance of 152.64 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Northwesterly direction a distance of 22.48 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Northeasterly direction a distance of 122.02 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the left and run in a Northwesterly direction a distance of 102.94 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the left and run in a Southwesterly direction a distance of 11.04 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Northwesterly direction a distance of 27.83 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Northeasterly direction a distance of 41.66 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Southeasterly direction a distance of 153.25 feet to the Point of Beginning.

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