

## SECOND AMENDMENT TO GROUND LEASE

THIS SECOND AMENDMENT TO GROUND LEASE ("this Amendment") is made as of April 30, 2001, 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 (as amended by that certain Ground Lease Amendment by and between the Lessee and the Lessor dated as of May 25, 1999 and recorded as Instrument # 1999 - 2913 in said Probate Office, the "Ground 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 to release a portion of the demised premises from the Ground Lease in order to allow the Lessor to construct a building that will abut the Building (the "Addition"). Lessor and Lessee have agreed to enter into this Amendment in order to evidence the deletion of real property from 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 delete the real property need for the construction of the Addition, Exhibit A to the Ground Lease (the legal description of the footprint of the Building consisting of approximately 27,215.32 square feet) is hereby amended by the deletion therefrom of the property described on Exhibit A-1 attached hereto and made a part hereof (the "Removed Land") (i.e. the legal description of a five foot strip of land along the south side of the Building consisting of approximately 730.80 square feet). The total amount of land leased under the Ground Lease after giving effect to this Amendment shall equal approximately 26,484.52 square feet.

2. Basic Rent under the Ground Lease is calculated based on fair market value of the demised premises (currently consisting of approximately 27,215.32 square feet) amortized over the number of years of the initial term for the Ground Lease of said demised premises at an interest rate of 7.25%. The parties agree to use the same methodology to calculate the decreased

**Inst # 2001-24608**

00662206.2

06/15/2001-24608  
08:35 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 NB 20.00

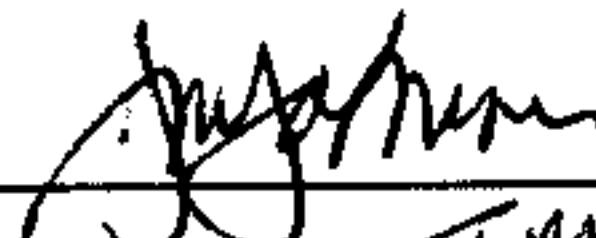
Cahaba Title, Inc.

Basic Rent due to the removal of the Removed Land of approximately 730.80 square feet. The current Basic Rent shall be decreased by \$169.20 per annum, which amount was calculated based upon a fair market value of the demised premises amortized over thirty-three years at an interest rate of 7.25%. In order to reflect the decrease in the Basic Rent pursuant to this Amendment, effective as of January 1, 2001, Subparagraph 2(a) of the Ground Lease is hereby amended by deleting the phrase "Six Thousand Ninety and 22/100 Dollars (\$6,090.22)" and substituting therefor the phrase "Five Thousand Nine Hundred Twenty-one and 02/100 Dollars (\$5,921.02)". The parties acknowledge that the calculation of the amount of the decrease in the Basic Rent due to the removal of the Removed Land from 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.

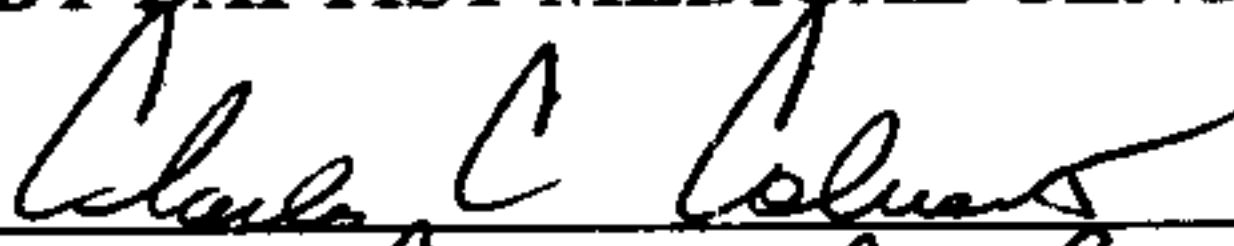
3. Except as expressly amended and modified by this Amendment, the Ground Lease shall remain in full force and effect.

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

**SMCMOB, L.L.C.**

By:   
(Print Name) J.M. Johnson  
Its: My Member

**BAPTIST HEALTH SYSTEM, INC. d/b/a  
SHELBY BAPTIST MEDICAL CENTER**

By:   
(Print Name) CHARLES C. COLVIN  
Its: Pres. SBMC

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J.M. Johnson, whose name as Managing 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 10<sup>TH</sup> day of MAY, 2001.

Notary Public, Jefferson County, Alabama  
My Commission Expires March 10, 2004

Robin L. Domet  
Notary Public

AFFIX SEAL

My commission expires: 11-13-2001

STATE OF ALABAMA     )  
Shelby COUNTY     )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles Colvert, whose name as President of BAPTIST HEALTH SYSTEM, INC. 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 7<sup>th</sup> day of May, 2001.

Danna K. Falkner  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

This Instrument Was Prepared By:  
Randall H. Morrow, Esq.  
MAYNARD, COOPER & GALE, P.C.  
1901 Sixth Avenue North, Suite 2400  
Birmingham, Alabama 35203

**EXHIBIT A-1**

**(Legal Description)**

**POB.I Parcel Removal**

A parcel of land situated in the Southwest Quarter of the Northwest Quarter of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter 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 Quarter - Quarter Section a distance of 316.16 Feet to a Point; Thence deflect  $88^{\circ}34'47''$  to the right and run in a Southerly direction a distance of 604.16 feet to a point; Thence deflect  $97^{\circ}24'49''$  to the right and run in a Northwesterly direction a distance of 243.62 feet to a point; Thence deflect  $90^{\circ}00'00''$  to the left and run in a Southwesterly direction a distance of 184.17 feet to the Point of Beginning of the herein described parcel; Thence deflect  $90^{\circ}00'00''$  to the left and run in a Southeasterly direction a distance of 97.94 feet to a point; Thence deflect  $90^{\circ}00'00''$  to the left and run in a Northeasterly direction a distance of 43.22 feet to a point; Thence deflect  $90^{\circ}00'00''$  to the right and run in a Southeasterly direction a distance of 5.0 feet to a point; Thence deflect  $90^{\circ}00'00''$  to the right and run in a Southwesterly direction a distance of 48.22 feet to a point; Thence deflect  $90^{\circ}00'00''$  to the right and run in a Northwesterly direction a distance of 102.94 feet to a point; Thence deflect  $90^{\circ}00'00''$  to the right and run in a Northeasterly direction a distance of 5.00 feet to the Point of Beginning of the herein described parcel containing 730.80 square fee more or less.

**Inst # 2001-24608**

00662206.2

**06/15/2001-24608  
08:35 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 NB 20.00**