

ESTOPPEL, SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT

(LEASE AGREEMENT)

THIS AGREEMENT, made and entered into as of the 26 day of September, 2002, is by and among **BAPTIST HEALTH SYSTEM, INC.** ("Tenant"), **SPD PROPERTIES, LLC** ("Landlord"), and **COLONIAL BANK** ("Lender").

RECITALS:

Tenant is the present tenant/lessee under that certain Lease Agreement (hereinafter "Lease") with respect to the property described on Exhibit "A" attached hereto. The premises demised to Tenant under the Lease, as more particularly described therein, are referred to herein as the "Premises". Landlord, as the present landlord/lessor under the Lease, has obtained or will obtain financing from Lender which is secured by a first-priority mortgage covering the property upon which the Premises are located, and by an assignment of all leases relating thereto, including the Lease. Said mortgage and assignment of leases, as the same may hereafter be amended, extended, modified or renewed (the consent of Tenant to which shall not be required), are referred to herein as the "Security Instruments." As a condition to making such loan, Lender has required that Landlord and Tenant execute this instrument.

A memorandum of the Lease is recorded as Instrument No. 20021003000479670 in the Office of the Judge of Probate of Shelby County, Alabama.

The mortgage making up the Security Instruments is being recorded herewith.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and as an inducement to Lender to extend financing to the Landlord, the parties hereto do mutually covenant and agree as follows:

1. Subject to the terms and conditions of this Agreement, the Lease shall at all times be subject and subordinate in all respects to the Security Instruments and to all renewals, modifications and extensions thereof.
2. The Lease is the entire agreement between Landlord and Tenant as to the Premises and Tenant's occupancy thereof. A true and correct copy of the Lease is attached hereto.
3. The Lease, as of this date, is not in default and Tenant is current with all rental payments due under the Lease and has not pre-paid any rental payments.
4. No event has occurred and no condition exists which, with the giving of notice or the

lapse of time or both, will constitute a default by Landlord or Tenant under the Lease; and to the best knowledge of Tenant, Tenant has no existing defenses or offsets against the enforcement of the Lease by Landlord (or Lender).

5. Tenant shall give prompt written notice to Lender of all defaults by Landlord under the Lease which are of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, and Lender shall have a reasonable opportunity, but shall not be required, to cure the same.

6. So long as Tenant is not in default beyond the expiration of any applicable grace or cure period in the payment of rent or the performance of other charges or conditions of the Lease, Lender shall not disturb Tenant's possession, enjoyment, use and occupancy of the Premises during the original or any renewal term of the Lease or any extension or modification thereof, and Lender will not join Tenant in any foreclosure action or other proceeding brought to enforce the Security Instruments (other than any joinder required as a matter of technical procedure only which does not seek to terminate Tenant's rights under the Lease).

7. Upon Lender's written request, and without regard to contrary instructions from Landlord, Tenant agrees that it shall make the payments to be made by Tenant under the Lease directly to Lender. Landlord agrees that all such payments made by Tenant to Lender shall be fully credited against the obligations of Tenant under the Lease, as though the same had been made directly to Landlord. Receipt of such payments by Lender shall not relieve Landlord of its obligations under the Lease, nor operate to make Lender responsible for the performance thereof, and Tenant shall continue to look solely to Landlord for performance of such obligations.

8. If the interest of Landlord in the Premises shall be acquired by Lender through foreclosure, deed in lieu of foreclosure or by any other method, and Lender shall succeed to the interest of Landlord under the Lease, then the Lease shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms thereof. Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative immediately upon Lender's succeeding to the interest of Landlord under the Lease, and without the execution of any additional documents by the parties hereto.

9. Tenant hereby agrees that, except for defaults of which Lender has been notified pursuant to Section 5 hereof, but has failed to cure, Lender shall not be responsible or liable in any way for, or subject to any offsets or defenses related to, any default in the Landlord's obligations under the Lease. Tenant further agrees that, except for defaults of which Lender has been notified pursuant to Section 5 hereof, Lender shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord); or

(b) bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including Landlord); or

(c) bound by any amendment, modification or termination of the Lease made without Lender's consent, which consent shall not be unreasonably withheld; or

(d) in any way responsible for any deposit or security which was delivered to Landlord but which was not subsequently delivered to Lender.

10. All notices, demands, or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing, shall be sent by United States mail, postage prepaid and registered or certified with return receipt requested, shall be deemed to have been properly given or served and shall be deemed effective as of the date of receipt or refusal indicated on such return receipt, and shall be addressed as follows:

If to Tenant: BAPTIST HEALTH SYSTEM, INC.
P.O. Box 488
Alabaster, Alabama, 35007
ATTN: Charles Colvert

If to Landlord: SPD PROPERTIES, LLC
c/o INKANA PROPERTIES,
2501 20th Place South, Suite 225,
Birmingham, Alabama, 35209

If to Lender: COLONIAL BANK
P.O. Box 1887
Birmingham, Alabama, 35201-1887
ATTN: Daryl Spears


or at such other single address in the United States as either party may by notice in writing designate.

11. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall constitute an original for all purposes, but all of which, taken together, shall evidence but one and the same agreement.

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

TENANT:

BAPTIST HEALTH SYSTEM, INC.

By: 
(Its Pres. SPMC)

LANDLORD:

SPD PROPERTIES, LLC

BY _____
M. Slade Blackwell (Its Manager)

LENDER:

COLONIAL BANK

By: _____
(Its Vice President)

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

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

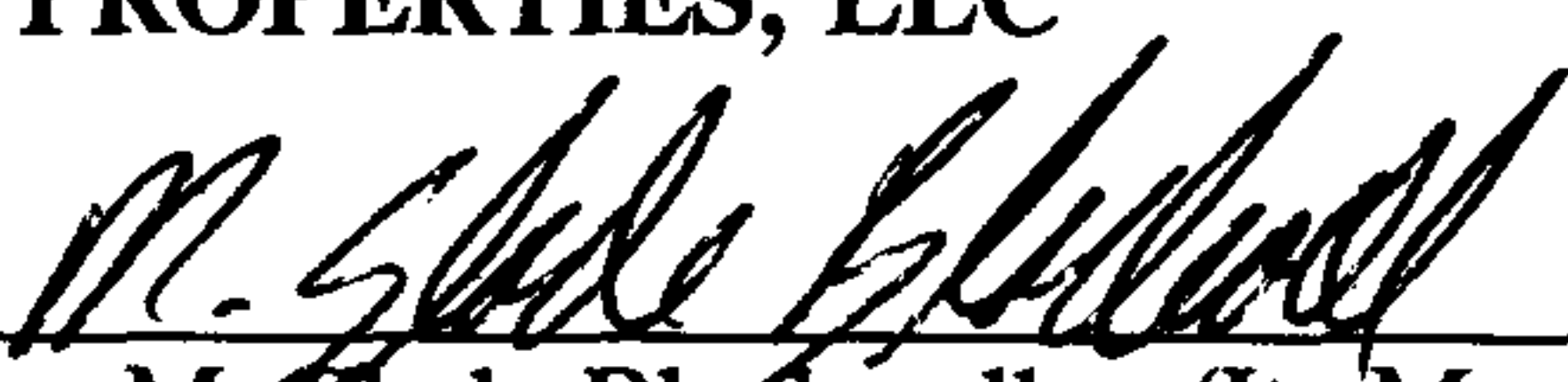
TENANT:

BAPTIST HEALTH SYSTEM, INC.

By: _____
(Its _____)


LANDLORD:

SPD PROPERTIES, LLC

BY 
M. Slade Blackwell (Its Manager)

LENDER:

COLONIAL BANK

By: 
(Its Vice President)

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF Alabama
COUNTY OF Shelby

ACKNOWLEDGEMENT OF TENANT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles C. Colvert, whose name as Pres. SBMC of **BAPTIST HEALTH SYSTEM, INC.**, 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/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the 27th day of September, 2002.

Donna G. Smiley

NOTARY PUBLIC

My Commission Expires: March 25, 2006

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGEMENT OF LANDLORD

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that M. Slade Blackwell, whose name as Manager of **SPD PROPERTIES, LLC**, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such manager, and with full authority, executed the same voluntarily, as an act of said company.

Given under my hand and official seal, this the ____ day of September, 2002.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGEMENT OF LENDER

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as Vice-President of **COLONIAL BANK**, 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, as an act of said corporation.

Given under my hand and official seal, this the ____ day of September, 2002.

NOTARY PUBLIC

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
P.O. Box 370027
Birmingham, Alabama, 35237

STATE OF _____
COUNTY OF _____

ACKNOWLEDGEMENT OF TENANT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of **BAPTIST HEALTH SYSTEM, INC.**, 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/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the ____ day of September, 2002.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGEMENT OF LANDLORD

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that M. Slade Blackwell, whose name as Manager of **SPD PROPERTIES, LLC**, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such manager, and with full authority, executed the same voluntarily, as an act of said company.

Given under my hand and official seal, this the 26 day of September, 2002.

NOTARY PUBLIC

My Commission Expires: 6/7/03

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGEMENT OF LENDER

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daryl Spears, whose name as Vice-President of **COLONIAL BANK**, 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, as an act of said corporation.

Given under my hand and official seal, this the 26 day of September, 2002.

NOTARY PUBLIC

My Commission Expires: 6/7/03

THIS INSTRUMENT PREPARED BY:
William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
P.O. Box 370027
Birmingham, Alabama, 35237

EXHIBIT "A"

Commence at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 36, Township 20 South, Range West 3, Shelby County, Alabama and run in an Easterly direction along the North line of said quarter-quarter Section a distance of 316.16 feet to a point; thence deflect 290 degrees 37 minutes 37 seconds to the right and run in a Southwesterly direction a distance of 327.47 feet to the point of beginning; thence deflect 14 degrees 10 minutes 48 seconds to the left and run in a Southerly direction a distance of 220.00 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Westerly direction a distance of 76.83 feet to a point; thence turn an interior angle of 270 degrees 00 minutes 00 seconds and run in a Southerly direction a distance of 10.50 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Westerly direction a distance of 113.17 feet to a point; thence turn an angle interior angle of 90 degrees 00 minutes 00 seconds and run in a Northerly direction a distance of 230.50 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in an Easterly direction a distance of 190.00 feet to the Endpoint.

Along with all easements pertaining hereto or benefiting the above property.