

This instrument prepared by:
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(205) 458-9400

STATE OF ALABAMA)
COUNTY OF SHELBY)

AMENDMENT TO MEMORANDUM OF LEASE

THIS AMENDMENT TO MEMORANDUM OF LEASE (the "Amendment") is made as of the 8th day of June, 2005, by and between **BAPTIST HEALTH SYSTEM, INC.**, an Alabama non-profit corporation ("Landlord"), and **SPD PROPERTIES, LLC**, an Alabama limited liability company ("Tenant"), who agree as follows:

1. **Memorandum of Lease.** Landlord and Tenant entered into that certain Memorandum of Lease, dated as of September 27, 2002, and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument #20021003000479660 (the "Memorandum"). The Memorandum evidences that certain Ground Lease, dated September 27, 2002, by and between Landlord and Tenant for the lease of certain real property situated in Shelby County, Alabama (the "Lease").

2. **Amended Legal Description.** This Amendment is being recorded simultaneously with the execution by Landlord and Tenant of that certain Amendment to Ground Lease reflecting the correct legal description of the leased property in Shelby County, Alabama, as more particularly described on Exhibit A attached hereto. Exhibit A to this Amendment amends and replaces Exhibit A of the Memorandum.

3. **Commencement.** The commencement date of the Lease is September 27, 2002 (the "Commencement Date").

4. **Term.** The initial term of the Lease consists of a fixed term commencing on the Commencement Date and ending at midnight on August 27, 2014.

5. **Extended Terms.** Pursuant and subject to the Lease, Tenant has the right to extend the Lease for three (3) successive extended terms, each consisting of eleven (11) years and six (6) months (each an "Extended Term"). The date of expiration of the third and final Extended Term, if exercised, is March 27, 2049.

6. All other terms and provisions of the Memorandum shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Amendment on and as of the day and year first above written.

Landlord:

BAPTIST HEALTH SYSTEM, INC.,
an Alabama non-profit corporation

By: [Signature]

Its: Interim President
Shelby Baptist Medical Center

Tenant:

SPD PROPERTIES, LLC,
an Alabama limited liability company

By: [Signature]

Its: MEMBER / manager

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Scott Williams, whose name as Scott Williams, Interim President of Shelby Baptist Health System, Inc., a non-profit corporation organized under the laws of the State of Alabama, is signed to the foregoing Amendment to Memorandum of Lease, 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 seal this 24th day of June, 2005.

Donna K Falkner
Notary Public
My Commission Expires: 9/13/05

[AFFIX SEAL]

20050629000324530 3/4 \$21.00
Shelby Cnty Judge of Probate, AL
06/29/2005 02:45:29PM FILED/CERT

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Slade Blackwell, whose name as member manager of **SPD Properties, LLC**, an Alabama limited liability company, is signed to the foregoing Amendment to Memorandum of Lease and who is 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 for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 27th day of June, 2005.


Dana L. Campbell

Notary Public

[AFFIX SEAL]

My Commission Expires: May 10, 2009

EXHIBIT A


20050629000324530 4/4 \$21.00
Shelby Cnty Judge of Probate, AL
06/29/2005 02:45:29PM FILED/CERT

LEGAL DESCRIPTION

Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West, 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 $110^{\circ}43'12''$ to the right and run in a Southwesterly direction a distance of 326.07 feet to the Point of Beginning of the herein described parcel; thence deflect $14^{\circ}47'43''$ to the left and run in a Southerly direction a distance of 221.40 feet to a point; thence turn an interior angle of $89^{\circ}34'31''$ and run in a Westerly direction a distance of 78.28 feet to a point; thence turn an interior angle of $270^{\circ}00'00''$ and run in a Southerly direction a distance of 15.30 feet to a point; thence turn an interior angle of $90^{\circ}00'00''$ and run in an Easterly direction a distance of 113.90 feet to a point; thence turn an interior angle of $90^{\circ}00'00''$ and run in a Northerly direction a distance of 236.70 feet to a point; thence turn an interior angle of $90^{\circ}00'00''$ and run in a Westerly direction a distance of 190.54 feet to the Point of Beginning of said parcel.