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Shelby County, AL 09/15/2010
State of Alabama
Deed Tax : \$991.50

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Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 2400
Birmingham, Alabama 35203

STATE OF ALABAMA)
COUNTY OF SHELBY)


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Shelby Cnty Judge of Probate, AL
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MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** is made by and between **BAPTIST HEALTH SYSTEM, INC.** dba **SHELBY BAPTIST MEDICAL CENTER**, an Alabama non-profit corporation ("Landlord") and **WAYFARER, LLC**, an Alabama limited liability company ("Tenant"), effective as of the 9th day of September, 2010, and is intended to comply with Sections 35-4-6 and 35-4-51.1, *Code of Alabama*, 1975.

RECITALS:

A. Landlord owns certain real property located in Chelsea, Shelby County, Alabama, and more particularly described on **Exhibit A** attached hereto and made a part hereof by reference (the "Property").

B. Landlord and Tenant executed the Restated Ground Lease dated 9/9, 2010 ("Lease") with respect to that portion of the Property more particularly described on **Exhibit B** attached hereto and made a part hereof by reference (the "Premises").

C. Tenant will construct on the Premises a medical office building (the "Building").

D. To provide for the full use and enjoyment of the Premises, Landlord has granted to Tenant, in the Lease, certain easements (the "Easements") over and across that portion of the Property more particularly described on **Exhibit C** attached hereto and made a part hereof by reference (the "Easement Area") for the purpose of constructing and maintaining for the benefit of the Building and the Premises sidewalks, parking, lighting, landscaping, utilities, drainage areas and other improvements necessary or useful for the operation of the Building and the Premises (the "Easement Improvements").

E. Landlord and Tenant desire to enter into this Memorandum of Lease for the purpose of giving public notice of the existence of the Lease.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, all as more particularly set forth in the Lease, the receipt, sufficiency and adequacy of which are hereby acknowledged, Landlord and Tenant, each intending to be legally bound, do hereby Consent and agree as follows:

1. **Names of Lessor and Lessee.** The name of the lessor of the Lease is Baptist Health System, Inc. dba Shelby Baptist Medical Center. The name of the lessee of the Lease is Wayfarer, LLC.

2. **Term; Renewal Terms.** Subject in all respects to the terms and conditions contained in the Lease, Landlord has leased to Tenant, and Tenant has leased from Landlord, the Premises for an initial term beginning on 9/9, 2010 and ending fifty (50) years after the Rent Commencement Date (as set forth in the Lease), unless earlier terminated or renewed. Tenant has the right to renew the term of the Lease for three (3) additional renewal terms of five (5) years each.

3. **Addresses.** As more fully set forth in the Lease, the addresses of Landlord and Tenant for the purposes of notices, payments and other communications required hereunder are as follows:

LANDLORD:

Baptist Health System, Inc. dba
Shelby Baptist Medical Center
1000 First Street North
Alabaster, Alabama 35007
Attention: President
Phone: (205) 620-8130

TENANT:

Wayfarer, LLC
5219 Valleybrook Circle
Birmingham, AL 35244
Attention: Dr. Payson Daugherty
Phone: (205) 999-8583


4. **Legal Descriptions.** The legal description of the Premises is more particularly described on **Exhibit B** attached hereto and made a part hereof, and the legal description of the Easement Areas is more particularly described on **Exhibit C** attached hereto and made a part hereof.

5. **No Modification of Lease.** Nothing contained in this Memorandum of Lease shall be deemed, construed or implied to alter, modify or amend in any manner whatsoever any of the terms, provisions, covenants or agreements contained in the Lease.

6. **Recordation.** Landlord and Tenant acknowledge that the information contained herein is true and correct and that they intend to place this Memorandum of Lease of record for the purpose of giving public notice of the Lease in accordance with Sections 35-4-6 and 35-4-51.1, *Code of Alabama*, 1975.

7. **Termination.** If the Memorandum of Lease is recorded hereunder and the Lease is subsequently terminated for any reason, Landlord shall be entitled to record a termination of the Memorandum of Lease without Tenant's signature.

[Signatures on Following Page]


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IN WITNESS WHEREOF, Landlord and Tenant, by their duly authorized representatives, have hereunto set their hands and seals, the day and year first above written.

LANDLORD:

BAPTIST HEALTH SYSTEM, INC. dba
SHELBY BAPTIST MEDICAL CENTER

By: David Wilson

Name: David Wilson

Its: President

TENANT:

WAYFARER, LLC

By: Payson Daugherty

Name: PAYSON DAUGHERTY

Its: MANAGING MEMBER



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STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David C. Wilson, whose name as President of Baptist Health System, Inc. dba Shelby Baptist Medical Center, an Alabama non-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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 9th day of September, 2010.

[NOTARIAL SEAL]

Danna K. Falkner
Notary Public
My Commission Expires: 9-9-13

STATE OF Alabama)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rayson E. Draugharty, whose name as managing member of Wayfarer, LLC, 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 the instrument, he, as such officer 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 this the 7 day of Sept., 2010.

[NOTARIAL SEAL]

Kelli Foster
Notary Public
My Commission Expires: _____

KELLI FOSTER
Notary Public - Alabama State at Large
My Commission Expires 1/15/2013



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EXHIBIT A

Legal Description of Property

Lot 2-A according to the Resurvey of Lot 2 of Alabama Telco Credit Union Addition to Chelsea recorded in Map Book 40, Page 49 in the Probate Office of Shelby County, Alabama ("Probate Office").

Subject to the following (collectively, "Permitted Encumbrances"):

1. Taxes and assessments for the current year that are a lien, but are not yet due and payable.
2. Easements as shown by recorded plat, including 15 feet access easement on the Northerly side and 30 feet access on Westerly and 20 feet utility easement on Southerly and Southeasterly sides of Lot 2A as shown on Map Book 40, Page 49 in said Probate Office.
3. Transmission Line Permits to Alabama Power Company as shown by instruments recorded in Deed 102, Page 171, Deed 111, Page 152 and Deed 138, Page 95 in said Probate Office.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including those set out in Deed 13, Page 305 in said Probate Office.
5. Reciprocal Easement Agreement by and between S.N.O., Inc. and Alabama Telco Credit Union dated 9-18-07, recorded in Instrument #20070919000440310 and Amendment of Reciprocal Easement Agreement recorded in Instrument #20080731000307820 in said Probate Office.
6. Restrictions, limitation, conditions and other provisions set out in Map Book 39, Page 29, and Map Book 40, Page 49 in said Probate Office.
7. Declaration of Protective Covenants, restrictions and conditions as recorded in Instrument #20070919000440290, as amended by Amendment of Declaration of Protective Covenants for Chelsea Promenade as recorded in Instrument #20080808000320230 in said Probate Office.
8. Permanent Easement and right of ingress and egress recorded in Instrument #20080710000278170 in said Probate Office.

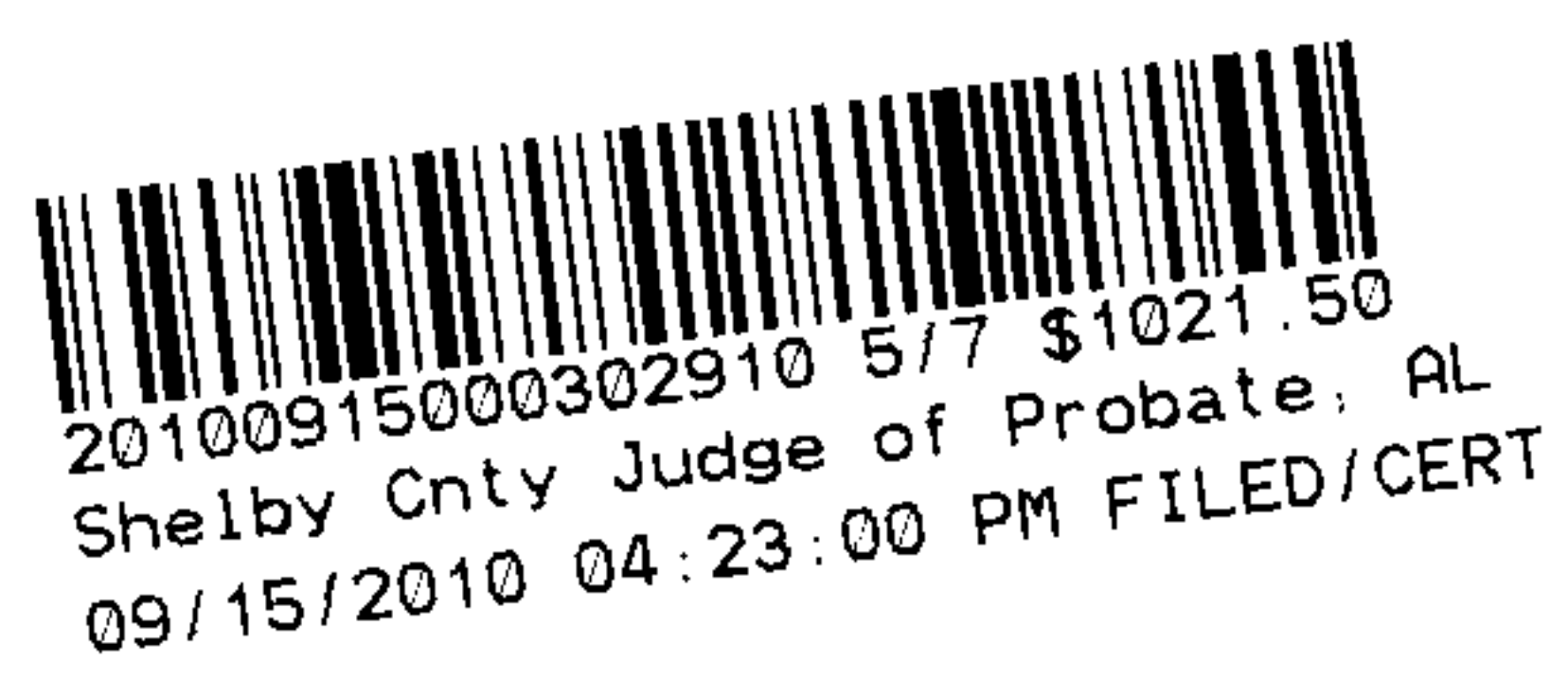


EXHIBIT B

Legal Description of Premises

A portion of Lot 2-A, according to the Resurvey of Lot 2, of Alabama Telco Credit Union Addition to Chelsea, as recorded in Map Book 40, Page 49, in the Probate Office of Shelby County, Alabama, consisting of approximately 10,800 square feet and more particularly described as follows:

LEGAL DESCRIPTION OF PARCEL SURVEYED:

COMMENCE AT THE SOUTHWESTERLY MOST CORNER OF LOT 2A OF THE RESURVEY OF LOT 2 OF THE ALABAMA TELCO CREDIT UNION ADDITION TO CHELSEA, RECORDED IN MAP BOOK 40, PAGE 49, IN THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 2A FOR 72.05 FEET TO A POINT; THENCE TURN 90°00'00" TO THE RIGHT AND RUN EASTERLY FOR 67.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE SAME COURSE FOR 90.00 FEET TO A POINT; THENCE TURN 90°00'00" TO THE LEFT AND RUN NORTHERLY FOR 150.00 FEET TO A POINT; THENCE TURN 90°00'00" TO THE LEFT AND RUN WESTERLY FOR 60.00 FEET TO A POINT; THENCE TURN 90°00'00" TO THE LEFT AND RUN SOUTHERLY FOR 90.33 FEET TO A POINT; THENCE TURN 90°00'00" TO THE RIGHT AND RUN WESTERLY FOR 30.00 FEET TO A POINT; THENCE TURN 90°00'00" TO THE LEFT AND RUN SOUTHERLY 59.67 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 10,840 SF MORE OR LESS.



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EXHIBIT C

Legal Description of Easement Area

Lot 2-A, according to the Resurvey of Lot 2, of Alabama Telco Credit Union Addition to Chelsea, as recorded in Map Book 40, Page 49, in the Probate Office of Shelby County, Alabama, less and except the Premises as described on Exhibit B above.



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