

*This Instrument Prepared By, And
After Recording Return To:*

Jeff Baker
Burr & Forman LLP
3400 Wells Fargo Tower
420 North 20th Street
Birmingham, Alabama 35203
(205) 251-3000

Note to Recorder:

This Memorandum is exempt from
taxation pursuant to §11-58-1 et seq.,
Code of Alabama (1975), as amended

STATE OF ALABAMA)
SHELBY COUNTY)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of the 12th day of February, 2015, is by and among **THE MEDICAL CLINIC BOARD OF THE CITY OF HOOVER, ALABAMA**, an Alabama public corporation ("Lessor"), having its principal offices at 100 Municipal Lane, Hoover, AL 35216, and **CGP MEDVEST BW, LLC**, a Delaware limited liability company ("Sublessor"), having its principal office at 361 Summit Boulevard, Suite 220, Birmingham, Alabama 35243, and **BROOKWOOD HEALTH SERVICES, INC.**, an Alabama corporation ("Lessee"), having its principal office at 2010 Brookwood Medical Center Drive, Birmingham, AL 35209.

W I T N E S S E T H:


WHEREAS, Lessor and Sublessor are parties to that certain Lease Agreement dated as of February 12, 2015, with respect to the leased premises herein described (as heretofore or hereafter extended, amended, modified or renewed, the "Prime Lease"); and,

WHEREAS, Sublessor, as successor in interest to Capital Growth Medvest, LLC, and Lessee are parties to that certain Lease Agreement dated as of October 3, 2014, as amended by that certain First Amendment to and Assignment of Lease Agreement of even date herewith (as heretofore or hereafter extended, amended, modified or renewed, the "Sublease"); and,

WHEREAS, the parties desire to execute this Memorandum of Lease in order to publish record notice of the existence of the Prime Lease and the Sublease and the rights created thereby;

NOW, THEREFORE, Lessor, Sublessor and Lessee do hereby acknowledge and confirm as follows:

1. **Prime Lessor:** The name of the lessor under the Prime Lease is: THE MEDICAL CLINIC BOARD OF THE CITY OF HOOVER, ALABAMA.
2. **Prime Tenant/Sublessor:** The name of the tenant under the Prime Lease and sublessor under the Sublease is: CGP MEDVEST BW, LLC.


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3. **Subtenant:** The name of the subtenant under the Sublease is: BROOKWOOD HEALTH SERVICES, INC.
4. **Prime Lease Term:** The term of the Prime Lease commenced on February 12, 2015, and will expire not later than December 31, 2035.
5. **Sublease Term:** The primary term of the Sublease commences on the Commencement Date described in the Sublease, and expires fifteen (15) years thereafter . Without limiting the terms of the Sublease, the Commencement Date shall be the earlier of: (i) the date Lessee's opens for business; or (ii) thirty (30) days after the Completion Date (as defined in the Sublease). The primary term shall terminate on the last day of the month following the fifteenth (15th) anniversary of the Commencement Date.
6. **Sublease Renewal Options:** The Sublease contains five (5) successive renewal options for up to thirty (30) years of additional term.
7. **Description of Leased Premises:** The leased premises under the Prime Lease and Sublease are described in Exhibit A attached hereto and made a part hereof.
8. **Termination Option:** The Prime Lease may be voluntarily terminated at the option of Sublessor or Sublessee without terminating the Sublease. Upon any such voluntary termination of the Prime Lease, the term of the Sublease will continue in full force and effect.
9. **Purchase Option and Right of First Refusal.** The Sublease contains a purchase option in favor of Sublessee, and a right of first refusal in favor of Sublessee, with respect to the Sublessor's interest in the leased premises. Sublessee may exercise such rights with or without terminating the Prime Lease.

This Memorandum of Lease is for informational purposes only and nothing contained herein shall be deemed in any way to modify or otherwise affect any of the terms and conditions of the Lease, all of which are incorporated herein by this reference.

This instrument is intended to be construed as a Memorandum of Lease within the meaning of Section 35-4-51.1 of the *Code of Alabama* (1975), and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

This Memorandum of Lease may be executed in multiple counterparts by the parties hereto, all of which shall constitute the same agreement and the signature pages from any counterpart may be appended to any other counterpart to assemble a fully executed original Memorandum of Lease.

[No further text on this page. Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum of Lease to be properly executed and delivered as of the date set forth above.

LESSOR:

THE MEDICAL CLINIC BOARD OF THE CITY OF
HOOVER, ALABAMA

By: *CA Paulsen*
Print Name: CA PAULSEN
Title: CHAIRMAN

SUBLESSOR:

CGP MEDVEST BW, LLC, a Delaware limited
liability company

By: _____
Print Name: _____
Title: _____

LESSEE:

BROOKWOOD HEALTH SERVICES, INC., an Alabama
corporation

By: *Doug Carter*
Print Name: Doug Carter
Title: CFO



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IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum of Lease to be properly executed and delivered as of the date set forth above.

LESSOR:

THE MEDICAL CLINIC BOARD OF THE CITY OF
HOOVER, ALABAMA

By: _____
Print Name: _____
Title: _____

SUBLESSOR:


CGP MEDVEST BW, LLC, a Delaware limited
liability company

By: David Fowler
Print Name: David Fowler
Title: Authorized Agent

LESSEE:

BROOKWOOD HEALTH SERVICES, INC., an Alabama
corporation

By: _____
Print Name: _____
Title: _____


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STATE OF ALABAMA)
Jefferson COUNTY)

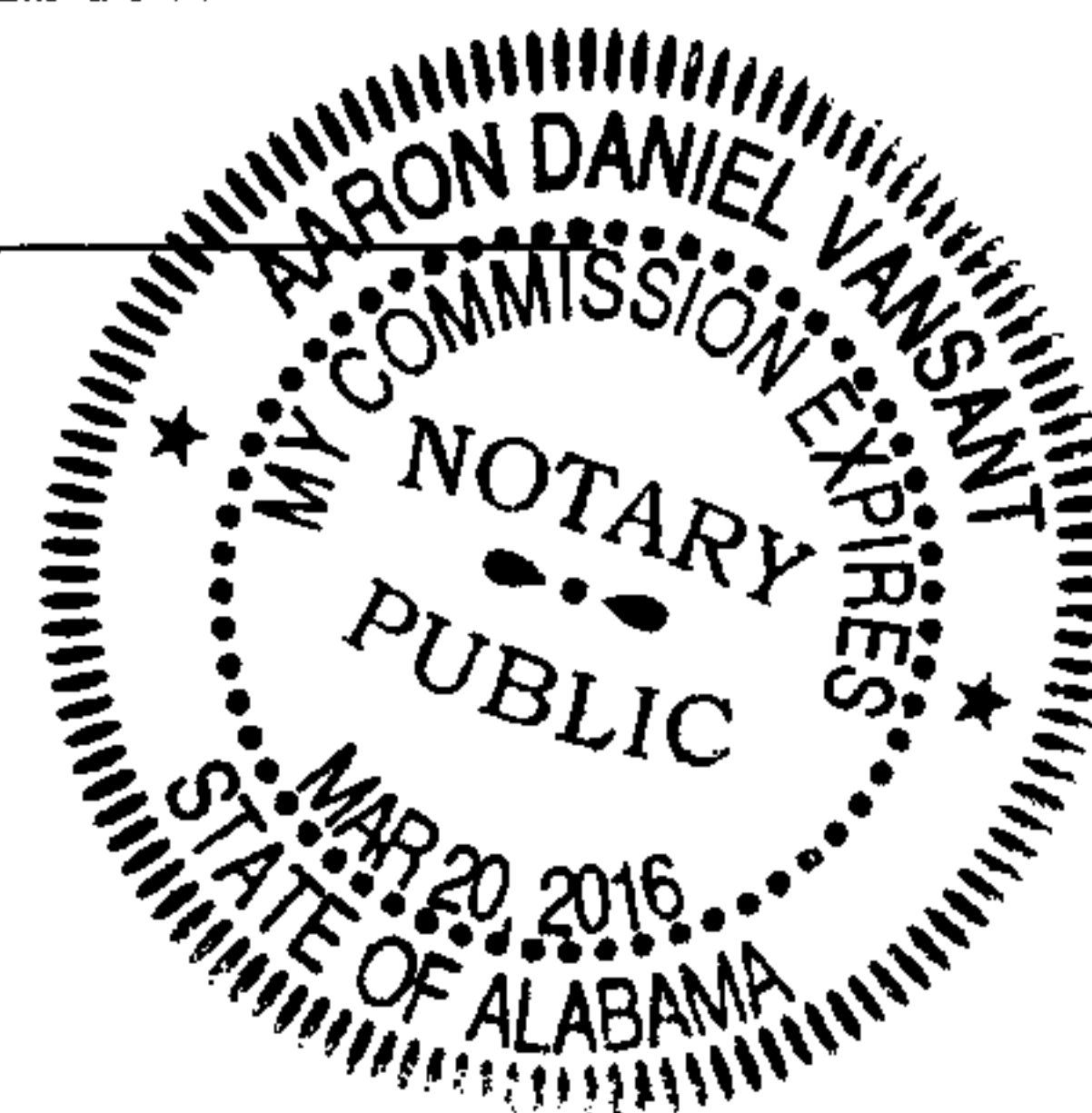
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that CA Faulkner, whose name as Chairman of The Medical Clinic Board of the City of Hoover, Alabama, a public corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and official seal this the 22nd day of January, 2015.

(SEAL)

[Signature]
Notary Public

My Commission Expires: _____



STATE OF ALABAMA)
_____ COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of CGP MEDVEST BW, LLC, a Delaware 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 officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this ____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires: _____

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STATE OF ALABAMA)
 COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of The Medical Clinic Board of the City of Hoover, Alabama, a public corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and official seal this the _____ day of January, 2015.

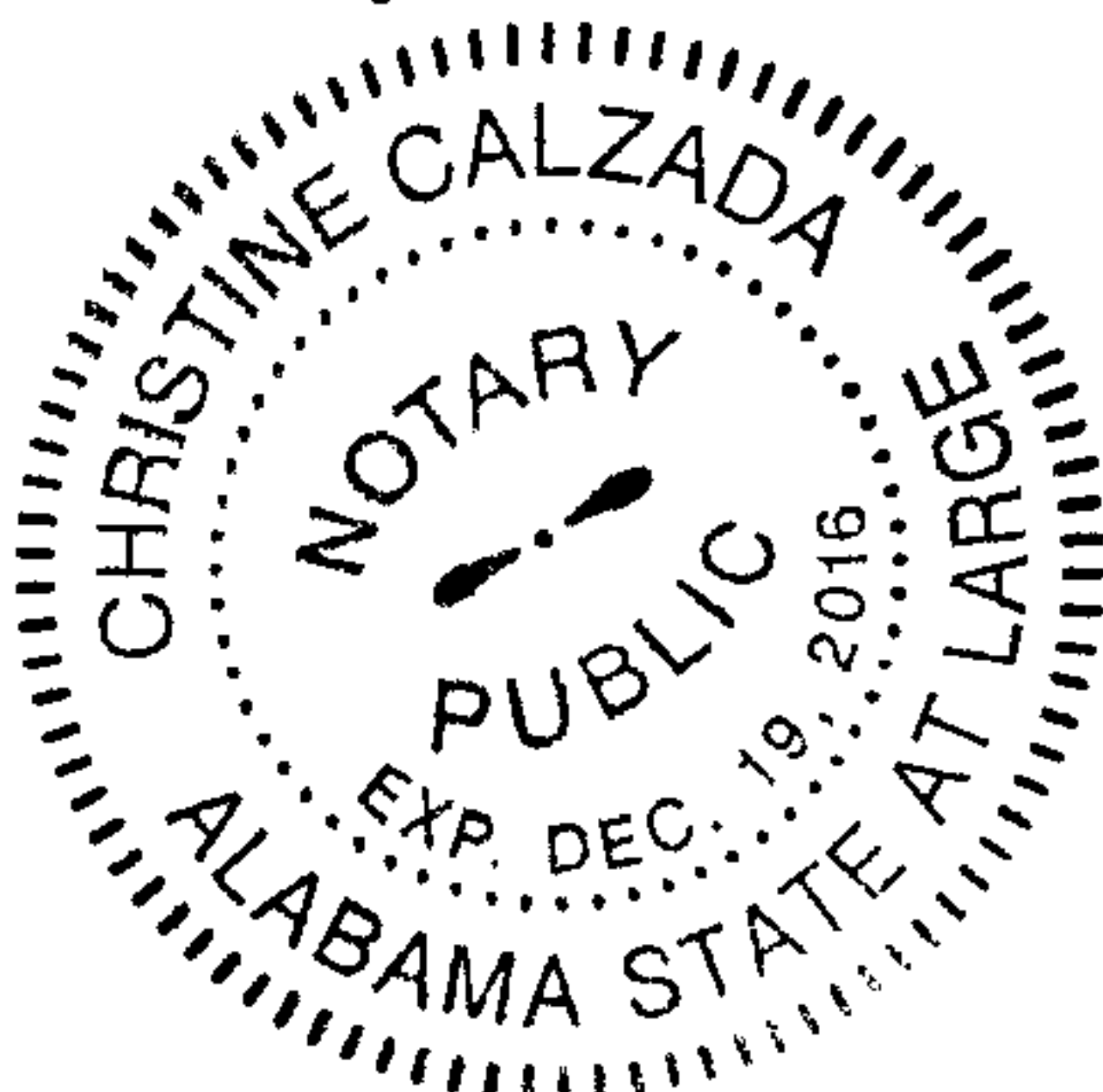
(SEAL)

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David Fowler, whose name as Authorized Agent of CGP MEDVEST BW, LLC, a Delaware 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 officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 30th day of January, 2015.



Christine Calzada
NOTARY PUBLIC Christine Calzada
My Commission Expires: 12/19/16



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STATE OF ALABAMA)
JEFFERSON COUNTY)

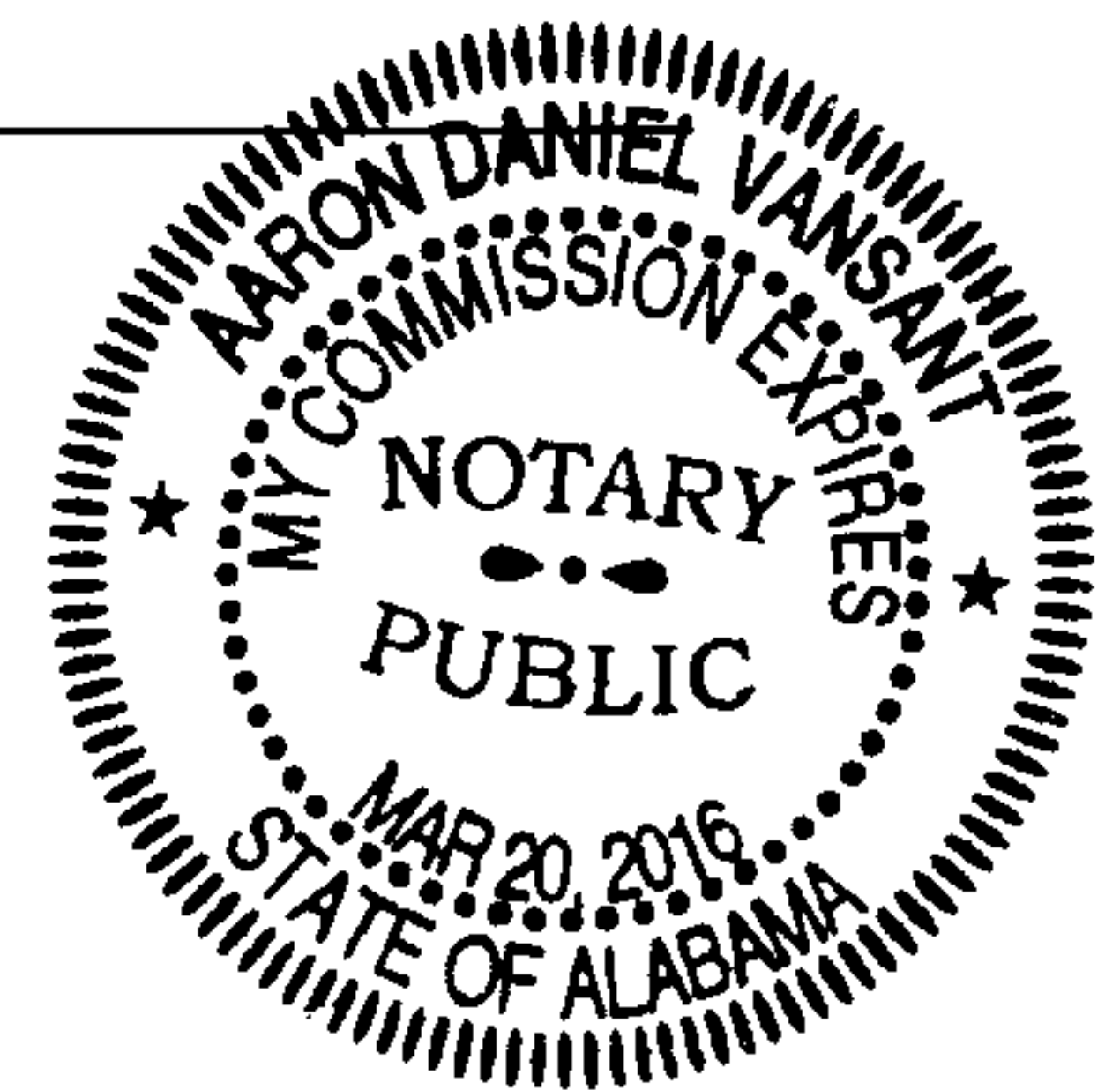
I, the undersigned Notary Public in and for said County, in said State, hereby certify that
Doug Carter, whose name as CFO of
BROOKWOOD HEALTH SERVICES, INC., an Alabama corporation, is signed to the foregoing
instrument, and who is known to me, acknowledged before me on this day that, being informed 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 20th day of January, 2015.



NOTARY PUBLIC

My Commission Expires: _____





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EXHIBIT A

Legal Description of the Premises

Lot 1 according to the map and survey of EBSCO's FED Addition to Hoover as recorded in Map Book 44, Page 108 in the Office of the Judge of Probate of Shelby County.

