


Recording requested by
and when recorded return to:

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Shelby Cnty Judge of Probate, AL
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SUBORDINATION, ESTOPPEL, CONSENT AND ASSIGNMENT AGREEMENT

THIS SUBORDINATION, ESTOPPEL, CONSENT AND ASSIGNMENT AGREEMENT (this "Agreement") is made as of February 12, 2015, among **The Medical Clinic Board of the City of Hoover, Alabama**, a public corporation and instrumentality under the laws of the State of Alabama ("Authority"), **CGP Medvest BW, LLC**, a Delaware limited liability company ("Company"), **Brookwood Health Services, Inc.**, an Alabama corporation ("Brookwood" and collectively with Authority and Company, the "Transaction Parties") and **IBERIABANK**, a Louisiana state chartered bank (together with its successors and assigns, "Bank").

WITNESSETH:

A. Authority and Company are parties to that certain Lease Agreement dated of even date herewith (as heretofore or hereafter extended, amended, modified or renewed, the "Lease"), pursuant to which the Authority leased the Company that certain property more particularly described on Exhibit A attached hereto and made a part hereof and all such additional property more particularly defined in the Lease as the "Leased Premises" (the "Leased Premises"). Capitalized terms used but not otherwise defined herein shall have the respective meanings given thereto in the Lease.

B. Company (as successor in interest to Capital Growth Medvest, LLC) and Brookwood 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 "Brookwood Lease"), pursuant to which Company has subleased the Leased Premises to Brookwood.

C. The Transaction Parties are parties to that certain Inducement Agreement dated of even date herewith (the "Inducement Agreement" and together with the Lease, the "Transaction Documents") entered into in connection with the development of the Leased Premises.

D. Company is justly indebted to Bank in the principal sum of \$12,867,290 (the "Loan"), which Loan is secured by a Mortgage, Security Agreement and Assignment of Rents and Leases dated of even date herewith, to be recorded in the Office of the Judge of Probate for Shelby County, Alabama on or around the date hereof and a Leasehold Mortgage, Security

Agreement and Assignment of Rents and Leases dated of even date herewith, to be recorded in the Office of the Judge of Probate for Shelby County, Alabama on or around the date hereof (together, as may be modified, amended, restated or replaced from time to time, the "Mortgage").

E. To induce Bank to make the Loan, the Transaction Parties have agreed to execute and deliver this Agreement related to the Transaction Documents.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent that Bank shall rely upon the same in making the Loan, the parties hereto hereby agrees as follows:

1. Estoppel Certificate. The Transaction Parties each hereby represent, warrant and certify to Bank with respect to each Transaction Document to which such Transaction Party is a party that the following statements are true, correct and complete as of the date hereof:

(a) The Transaction Documents are in full force and effect. The Transaction Documents have not been modified or amended. A true, correct and complete copy of the Transaction Documents and any and all amendments, modifications or assignments thereof have been delivered to Bank.

(b) There are no rights to terminate the Transaction Documents except as specifically set forth in the Transaction Documents.

(c) No default exists under the Transaction Documents on the part of any Transaction Party, and, to each Transaction Party's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default under the Transaction Documents. No defense, offset, or counterclaim exists in favor of any Transaction Party against any other Transaction Party under the Transaction Documents.

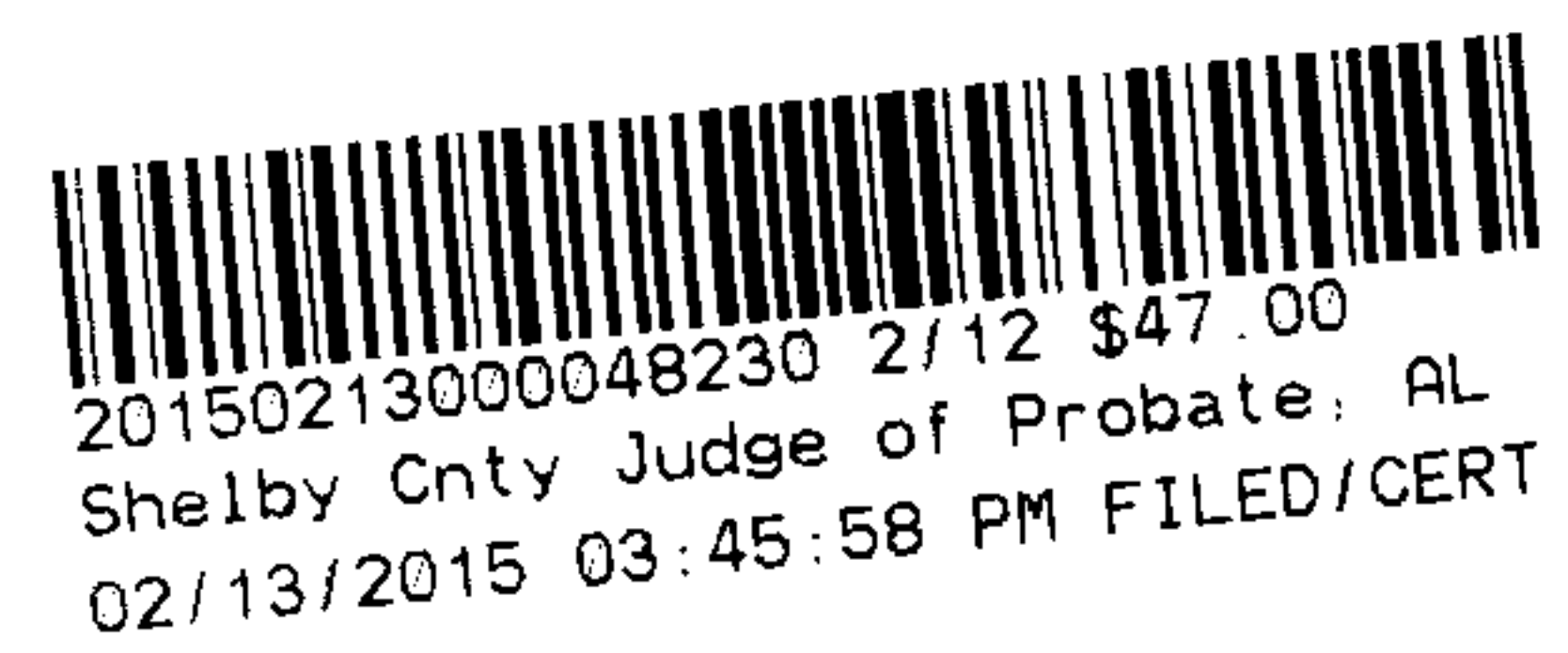
(d) Upon the execution and delivery of a Statutory Warranty Deed from Company as of the date hereof, Authority will be the owner of the Leased Premises.

(e) All rent and other charges currently due and payable under the Transaction Documents are paid in full.

(f) No Transaction Party has received any notice of any assignment, transfer, or encumbrance of the interest of any other Transaction Party in the Transaction Documents or any rights of any other Transaction Party thereunder, except in favor of Bank.

2. Subordination. The Transaction Documents shall be, and shall at all times remain, subject and subordinate to the lien imposed by the Mortgage and all advances made under the Mortgage. Notwithstanding the foregoing, Bank agrees that so long as Brookwood is not in default under the Brookwood Lease beyond any applicable notice and cure or grace periods, Bank will not exercise any remedies under the Mortgage which would result in the termination of the Lease or the Brookwood Lease.

3. Assignment.



(a) Company does grant, assign, transfer and set over unto Mortgagee (as defined below), and grant to Mortgagee a security interest in and to, all of Company's right, title and interest in and to the Transaction Documents. Company agrees that this Agreement shall constitute an absolute and present assignment and security interest provided that Mortgagee shall have no right under this Agreement to enforce the provisions of the Transaction Documents until there is a default by the Company (beyond applicable notice and cure periods) under the Transaction Documents, Mortgage or under any other instrument, document or agreement related to the Leased Premises. Upon the occurrence of any such default or event of default, Mortgagee may, without affecting any of its rights or remedies against Company under any other instrument, document or agreement, exercise its rights under this Agreement in any manner permitted by law.

(b) The Transaction Parties agree that Mortgagee does not assume any of the obligations or duties of Company under or with respect to the Transaction Documents unless and until Mortgagee shall have exercised its rights granted herein. Mortgagee may, in its absolute discretion, reassign its right, title and interest in the Transaction Documents without any requirement for any Transaction Party's consent. Company shall faithfully keep and perform, or cause to be kept and performed, all of the covenants, conditions and agreements contained in the Transaction Documents, now or hereafter existing.

(c) Company agrees to pay all costs and expenses (including without limitation attorneys' fees) which Mortgagee may incur in exercising any of its rights under this Agreement.

4. Transaction Documents Amendment. From and after the date hereof, notwithstanding anything in the Transaction Documents to the contrary, the Transaction Documents are hereby modified, amended and supplemented as follows:

(a) Upon the delivery of a notice (a "Mortgagee's Notice") by Bank, or any successor or assign of Bank who holds the Mortgage (each, a "Mortgagee") specifying such Mortgagee's name and address, such Mortgagee shall have all of the rights and benefits provided in this Agreement. This Agreement shall serve as such notice with respect to Bank.

(b) Authority, upon serving Company with any notice, shall also serve a copy of such notice upon Mortgagee in the manner required in Section 4 hereof. No notice from Authority to Company shall be deemed to have been duly given unless and until a copy thereof has been so served upon Mortgagee. Authority acknowledges and agrees that Bank shall be entitled to any and all grace periods, cure periods, rights, benefits, privileges and protections afforded to Company pursuant to the Transaction Documents (as amended hereby) and this Agreement.

(c) In the event that Company shall be in default under the Lease or subject to a re-conveyance of the Leased Premises under the Transaction Documents, Mortgagee shall have the right, but not the obligation, to remedy the same, or cause the same to be remedied, within thirty (30) days following receipt of written notice from Authority, unless such failure cannot with due diligence be cured within thirty (30) days, in which case Mortgagee shall have such additional time as shall be necessary to cure the same if Mortgagee, within said thirty (30)-day period, proceeds promptly and with due diligence to cure the failure and diligently completes curing

thereof. Authority shall accept such performance by or at the insistence of such Mortgagee as if the same had been made by Company, and Authority shall not exercise any remedies or reconveyance under the Transaction Documents unless and until Mortgagee shall fail to cure any default by Company within such notice and cure periods.

(d) (i) In addition to and without limiting the requirement of the delivery of notices to, and the cure rights and additional rights of Mortgagee set forth herein, in the event of the termination of the Lease prior to the expiration of the term, whether by summary proceedings to dispossess, service of notice to terminate, by operation of law pursuant to Section 365 of the bankruptcy code, or otherwise, Authority shall serve upon Mortgagee written notice that the Lease has been terminated, together with a statement of any and all sums due under the Lease and of all defaults by Company under the Lease, if any, then known to Authority. Without limiting, and in addition to, any other cure right under paragraphs (a) through (c) above or otherwise under the Lease, Mortgagee thereupon shall have the option, which option must be exercised by Mortgagee delivering notice to Authority within forty-five (45) days after Mortgagee's receipt of notice from Authority that the Lease has been terminated, or within forty-five (45) days after the acquisition of Company's interest under the Lease, to cure any such defaults (and any default by Company not susceptible of being cured by Mortgagee shall be deemed to have been waived) and reinstate the Lease. Authority acknowledges and agrees that in no event shall Mortgagee be required to pay any liquidated damages as a condition to the exercise of any of its cure rights hereunder or as a condition to obtaining a New Lease (hereinafter defined).

(ii) Upon the cure by Mortgagee of such defaults that are susceptible of being cured subsequent to the termination of the Lease in accordance with subparagraph (i) above, or otherwise upon any acquisition by a Mortgagee of Company's interest in the Lease prior to the termination of the Lease in accordance with this Agreement, Mortgagee shall have the right at any time thereafter to terminate the Lease (if not already terminated) and enter into a new lease (the "New Lease") of the Leased Premises with Authority. The New Lease shall be: (a) effective as of the date of termination of the Lease, (b) for the remainder of what otherwise would have been the term of the Lease but for such termination, and (c) at the rent and upon all the agreements, terms, covenants and conditions of the Lease, including any applicable rights of renewal. Upon the execution of a New Lease, the tenant named therein shall be entitled to a credit towards the payment of rent in an amount equal to that portion of the rent prepaid in accordance with the Lease attributable to the unexpired portion of the term of the original Lease (or what would have been the unexpired portion of the term of the original Lease, if such original Lease had not been terminated).

(e) If Mortgagee shall acquire title to an interest in the Leased Premises by any means whatsoever, including, without limitation, by foreclosure, by assignment in lieu of foreclosure, by an assignment from a designee or wholly owned subsidiary of Mortgagee, (i) Mortgagee shall be deemed to be Company's successor and assignee under the Transaction Documents (notwithstanding anything in the Transaction Documents prohibiting or restricting assignment by Company or establishing conditions under which an assignment by Company would be permitted, and Company shall no longer have any interest in the Transaction Documents); (ii) Mortgagee shall be entitled to all rights, benefits and privileges of Company under the Transaction Documents; (iii) Authority shall be bound to Mortgagee under all of the

terms, covenants and conditions of the Transaction Documents for the balance of the term thereof remaining and any renewal or extension period thereof duly exercised as required by the Transaction Documents, all without the need to execute any further instruments on the part of Authority, Company, Brookwood or Mortgagee to make such succession and assignment effective and binding upon Authority and Brookwood, provided, however, that neither Mortgagee nor its successors or assigns shall be (A) liable for any past due rent or other expenses due from Company under the Transaction Documents, (B) liable for any action or omission of Company, or (C) bound by amendment or modification of the Transaction Documents made without Mortgagee's prior written consent (which consent may be withheld in Mortgagee's sole discretion); (iv) Mortgagee may, with consent of the Authority which shall not be unreasonably withheld, freely assign the Transaction Documents and this Agreement or, without the consent of the Authority, sublet all or any portion of the Leased Premises, and upon any such assignment of the Transaction Documents shall be released from all liability for performance or observance of the covenants and conditions in the Transaction Documents and this Agreement from and after the date of such assignment; and (v) Mortgagee shall have the right to enter into a New Lease of the Leased Premises with Authority on the terms set forth in paragraph (d)(ii) above.

(f) No union of the interests of Authority and Company shall result in a merger of the Lease into any superior leasehold interest or the fee interest in the Leased Premises.

(g) The Transaction Parties shall not enter into any agreement providing for the surrender, cancellation, amendment or modification of the Transaction Documents or the re-conveyance of the Leased Premises, and Authority shall not accept a surrender of the Lease or re-conveyance of the Leased Premises from Company, without the prior written consent of Mortgagee, and no such surrender, cancellation, amendment, modification or re-conveyance shall be binding on Mortgagee or Company without the prior written consent of Mortgagee.

(h) From time to time upon the request of Mortgagee, Authority shall execute and deliver to Mortgagee an estoppel certificate containing such information as Mortgagee may reasonably request with respect to the Transaction Documents.

(i) Authority's recourse against Mortgagee shall be expressly limited to Mortgagee's interest in the Transaction Documents.

5. Notices. All notices under this Agreement shall be in writing and be deemed to have been duly given three (3) business days later if mailed by United States registered or certified mail, with return receipt requested, postage prepaid, or one (1) business day later if sent by reputable overnight courier service to the parties at the addresses set forth below (or at such other addresses as shall be given in writing by any party to the others). The addresses for notice are as follows:

To Authority:

The Medical Clinic Board of the City of Hoover, Alabama
100 Municipal Lane
Hoover, Alabama 35216

To Company:

CGP Medvest BW, LLC
361 Summit Boulevard, Suite 220
Birmingham, AL 35243
Attention: Joseph M. Baugh and David Fowler

To Brookwood:

Brookwood Health Services, Inc.
2010 Brookwood Medical Center Drive
Birmingham, Alabama 35209
Attention: Doug Carter

To Bank:

IBERIABANK
2340 Woodcrest Place
Birmingham, AL 35209
Attention: Martin Brown

6. Survival. The provisions of this Agreement shall remain effective for so long as any obligation is outstanding under the Loan, and for so long as any obligation is outstanding under the Transaction Documents; provided however, this Agreement shall terminate and no longer be of any effect upon payment in full of the Loan and release of the Mortgage, or termination of the Transaction Documents, whichever occurs first. Without limitation of the foregoing, the provisions of this Agreement and of the Transaction Documents which accord to Bank any rights (including the right to a New Lease) following the termination or rejection of the Company's interest in the Transaction Documents shall continue in full force and effect so long as any obligations of the Authority remain outstanding under the Transaction Documents. Such rights shall be deemed options, effective and to be exercised in accordance with their terms.

7. Miscellaneous.

(a) To the extent that any of the terms, covenants or conditions of this Agreement is inconsistent with any of the terms, covenants or conditions of the Transaction Documents, this Agreement shall control.

(b) This Agreement, the covenants, terms and conditions hereof and the rights and obligations created hereby shall run with the land and shall be binding upon the Transaction Documents and their respective successors and assigns and shall inure to the benefit of Bank and its successors and assigns, including but not limited to, any party that acquires Company's interest under the Transaction Documents pursuant to a foreclosure of the Mortgage, transfer by assignment-in-lieu thereof or exercise of power of sale.


(c) Each Transaction Party represents that it has the necessary power and authority to execute this Agreement and has obtained all the consents or approvals of any party necessary to effectuate the terms of this Agreement.

(d) This Agreement may be executed in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement. All signatures need not be on the same counterpart.

(e) Except as expressly modified, amended and supplemented by this Agreement or any subsequent agreement, all of the terms, covenants and conditions of the Transaction Documents are hereby ratified by the Transaction Parties and remain in full force and effect.

(f) This Agreement may not be withdrawn, amended or modified except by a written agreement executed by Authority, Company, Brookwood and Bank.

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IN WITNESS WHEREOF, the parties hereof have duly executed and delivered this Agreement as of the date first written above.

Authority:

**The Medical Clinic Board of the City of Hoover,
Alabama**

By: CA Faulkner
Name: CA FAULKNER
Title: CHAIRMAN

ATTEST:

By: David Bradley
Name: DAVID BRADLEY
Title: Secretary

STATE OF ALABAMA)

Jefferson COUNTY)

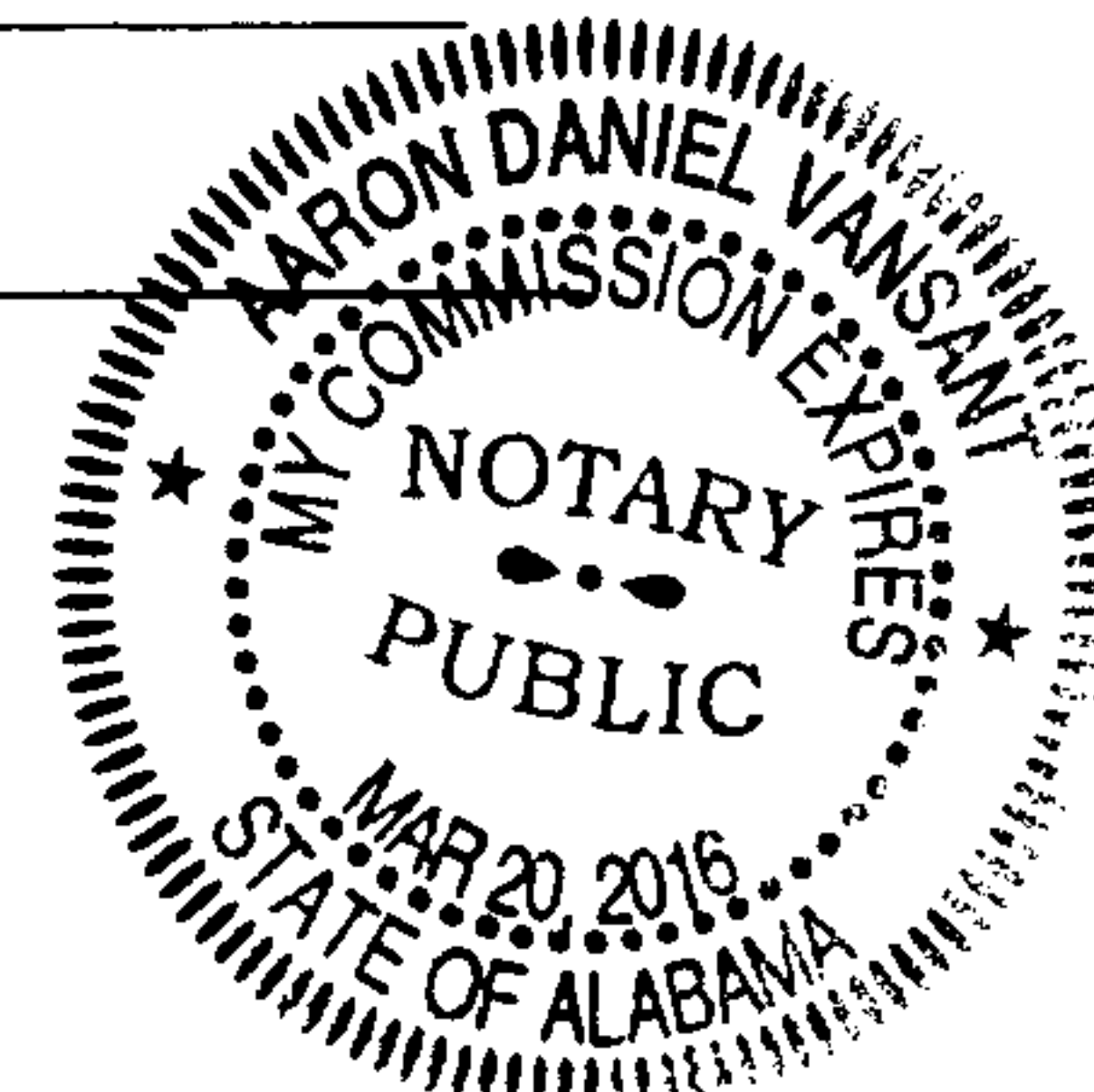
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that CA Faulkner, whose name as Chairman of The Medical Clinic Board of the City of Hoover, Alabama, a public corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this 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: _____

[signatures continue on following page]



Company:

CGP Medvest BW, LLC

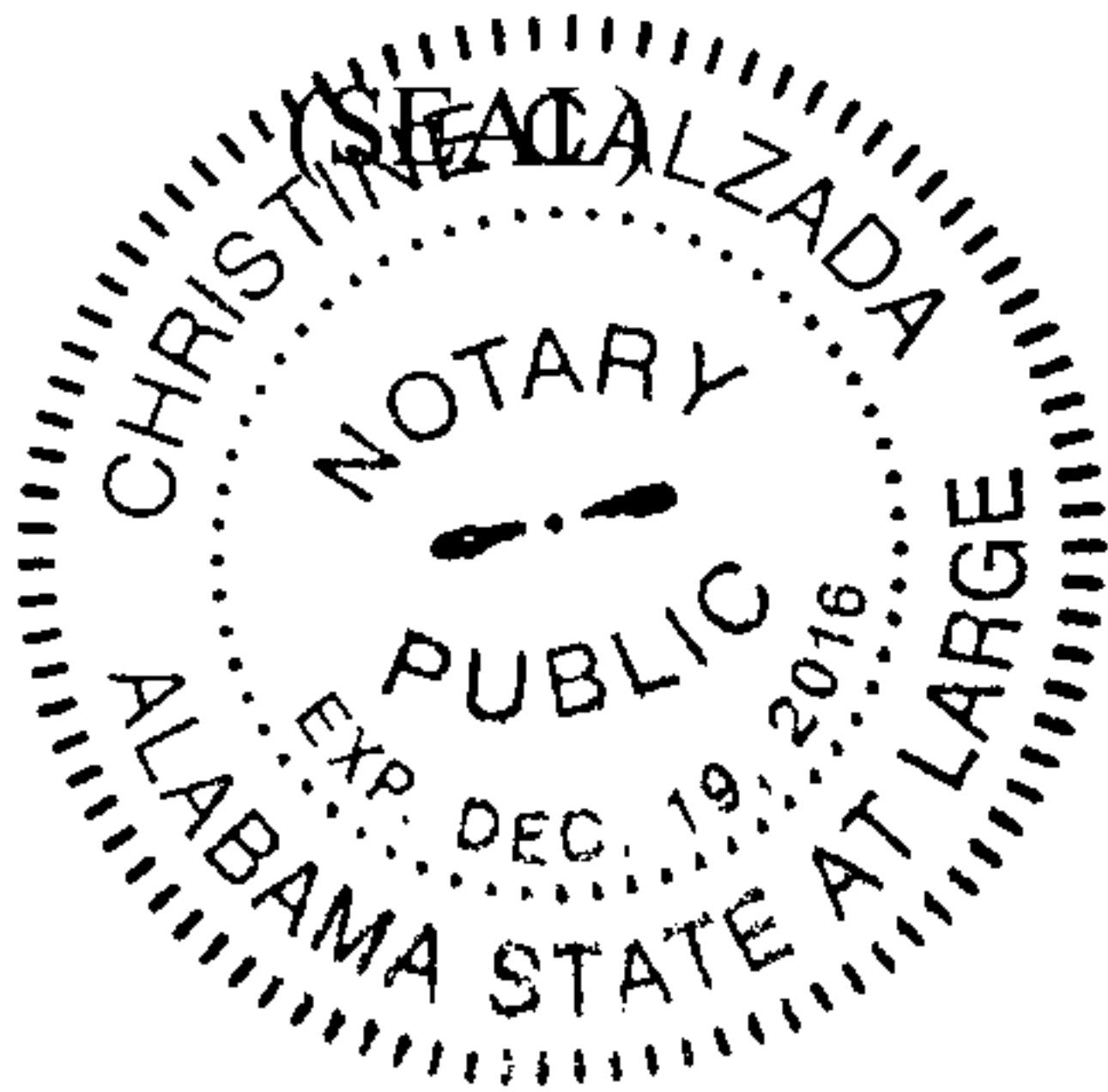
By: David Fowler
Name: David Fowler
Title: Authorized Agent

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a 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 Authorized Agent 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 30th day of January, 2015.



[Signature]
Notary Public
My Commission Expires: 12/19/16

[signatures continue on following page]

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Brookwood:

Brookwood Health Services, Inc.

By: *Doug Carter*
Name: *Doug Carter*
Its: *CFO*

STATE OF ALABAMA)

Jefferson COUNTY)

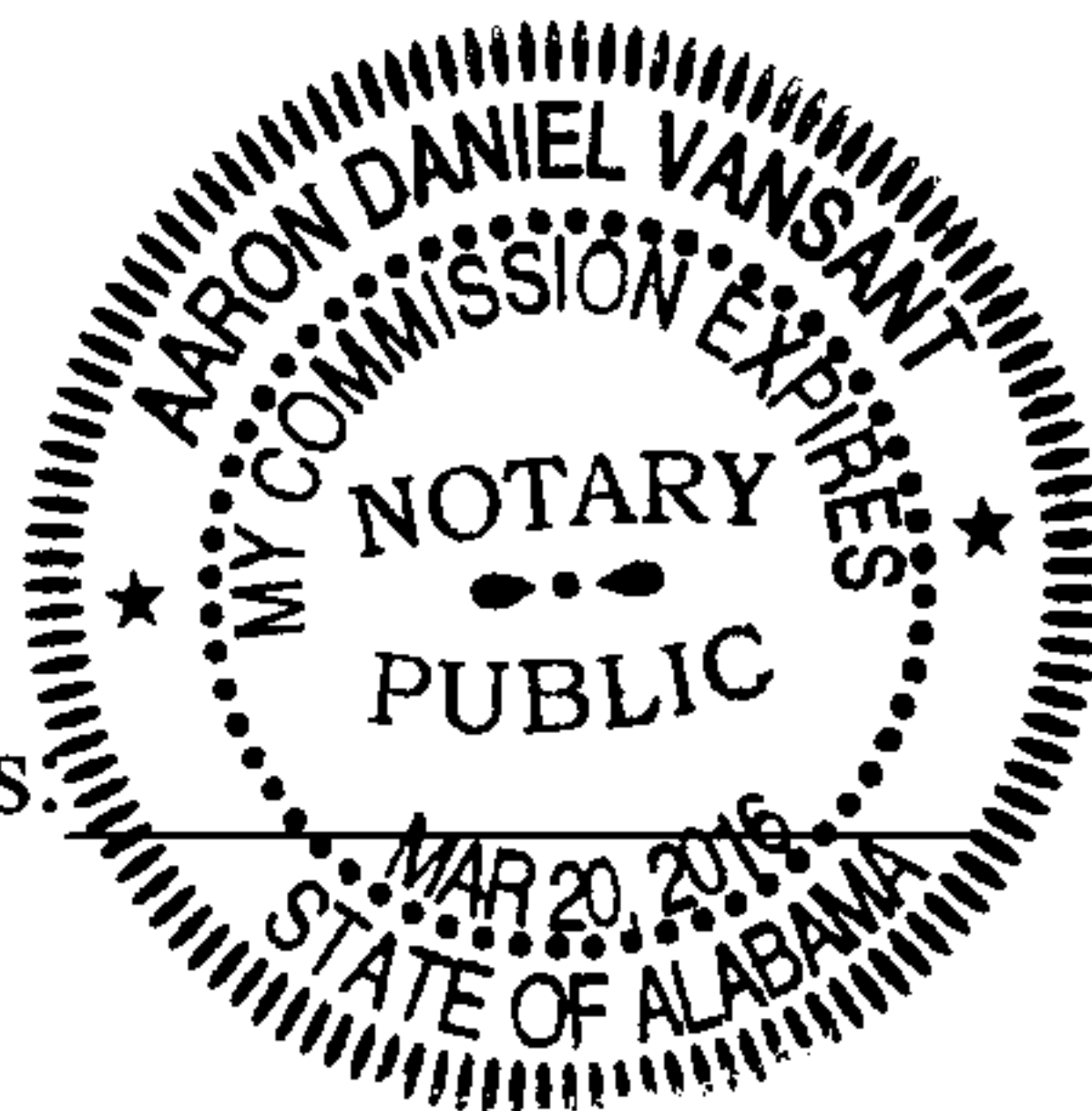
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *Doug Carter*, whose name as *CFO* of Brookwood Health Services, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such *CFO* 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 *20th* day of January, 2015.

[Signature]
Notary Public

AFFIX SEAL

My commission expires.



[signatures continue on following page]



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Bank:

IBERIABANK,
a Louisiana state chartered bank

By: Martin Brown
Name: Martin Brown
Title: Senior Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Martin Brown, whose name as Senior Vice President of IBERIABANK, a Louisiana state chartered 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 for and as the act of said bank.

Given under my hand and official seal this 9 day of February, 2015.

(SEAL)

Misty Dawn Rigdon
Notary Public
My Commission Expires: MISTY DAWN RIGDON

Notary Public, Alabama State At Large
My Commission Expires August 23, 2016



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EXHIBIT A

[Property Description]

Lot 1, 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, Alabama.



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