


This document prepared by
and upon recording return to:

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)

SHELBY COUNTY)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") is entered into as of February 12, 2015 (the "Effective Date"), between **IBERIABANK**, a Louisiana state chartered bank whose address is 2340 Woodcrest Place, Birmingham, AL 35209, Attention: Martin Brown ("Mortgagee"), and **Brookwood Health Services, Inc.**, an Alabama corporation whose address is 2010 Brookwood Medical Center Drive, Birmingham, Alabama 35209 ("Tenant").

Recitals

A. Tenant and CGP Medvest BW, LLC, a Delaware limited liability company (as successor in interest to Capital Growth Medvest, LLC, the "Landlord"), 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 "Lease"), pursuant to which Landlord has leased to Tenant the real property more particularly described on Exhibit A attached hereto together with all buildings, improvements, structures and fixtures located thereon (as more particularly described in the Lease, the "Leased Premises").

B. Subsequent to its execution of the Lease, Landlord has entered into a sale and leaseback transaction with The Medical Clinic Board of the City of Hoover, Alabama (the "Authority"), pursuant to which Landlord has conveyed its interest in the Leased Premises to the Authority, subject to the Lease, and has leased the same from the Authority pursuant to that certain Lease Agreement of even date herewith by and between Landlord, as tenant thereunder, and the Authority (the "MCB Lease").

C. Mortgagee has made a loan to Landlord in the original principal amount of \$12,867,290 (the "Loan").

D. To secure the Loan, Landlord has granted to Mortgagee (i) that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated of even date herewith in favor of Mortgagee encumbering Landlord's fee simple interest in the Leased Premises prior to

consummation of the MCB Lease transaction (the "Fee Mortgage"), and (ii) that certain Leasehold Mortgage, Security Agreement and Assignment of Rents and Leases dated of even date herewith in favor of Mortgagee encumbering Landlord's leasehold interest under the MCB Lease (the "Leasehold Mortgage"). The Fee Mortgage and the Leasehold Mortgage, as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, are referred to collectively herein as the "Mortgage".

E. Tenant and Mortgagee desire to agree upon the relative priorities of their interests in Leased Premises and their rights and obligations if certain events occur.

Agreement

NOW THEREFORE, for good and valuable consideration, Tenant and Mortgagee agree:

1. Definitions.

The following terms shall have the following meanings for purposes of this Agreement.

1.1 Construction-Related Obligation. A "Construction-Related Obligation" means any obligation of Landlord under the Lease to make, pay for or reimburse Tenant for any alterations, demolition or other improvements or work at Leased Premises, including Leased Premises. "Construction-Related Obligations" shall not include: (a) reconstruction or repair following fire, casualty or condemnation; or (b) day-to-day maintenance and repairs.

1.2 Foreclosure Event. A "Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which Successor Landlord becomes owner of Leased Premises; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Leased Premises in lieu of the foregoing.

1.3 Former Landlord. A "Former Landlord" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.4 Offset Right. An "Offset Right" means any right or alleged right of Tenant to any offset, defense, claim, counterclaim, reduction, deduction or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from a breach or default of the lessor's obligations under the Lease.

1.5 Rent. The "Rent" means any fixed rent, base rent or additional rent under the Lease.

1.6 Successor Landlord. A "Successor Landlord" means any party (including Mortgagee) that succeeds to the interest of Landlord in and to the Leased Premises as the result of a Foreclosure Event.

1.7 Termination Right. A "Termination Right" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. **Subordination.**

The Lease 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.

3. **Nondisturbance, Recognition and Attornment.**

3.1 No Exercise of Mortgage Remedies Against Tenant. So long as the Lease has not been terminated on account of Tenant's default that has continued beyond applicable cure periods (an "Event of Default"), Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

3.2 Nondisturbance and Attornment. If the Lease has not been terminated on account of an Event of Default, then upon consummation of any Foreclosure Event: (a) Successor Landlord shall not terminate or disturb Tenant's possession of Leased Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct Landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

3.3 Further Documentation. The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article in writing upon request by either of them.

3.4 MCB Lease. Mortgagee agrees that so long as Tenant is not in default under the Lease beyond any applicable notice and cure or grace periods, Mortgagee will not

consummate any Foreclosure Event under the Mortgage which would result in the termination of the MCB Lease. Instead, Mortgagee shall enforce the terms of the Leasehold Mortgage such that the MCB Lease shall continue in full force and effect for the benefit of Successor Landlord and Tenant, subject to the continuing lien of the Fee Mortgage.

4. **Protection of Successor Landlord.**

Notwithstanding anything to the contrary in the Lease or Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 **Claims Against Former Landlord.** Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment; provided that the foregoing waiver shall not apply to any Offset Right arising from a default identified in a Default Notice delivered by Tenant pursuant to Section 6.1 of this Agreement prior to the date of attornment. The foregoing shall not limit either (a) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment or (b) Successor Landlord's obligation to correct any continuing violation of the lessor's obligations under the Lease which existed as of the date of attornment.

4.2 **Prepayments.** Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease.

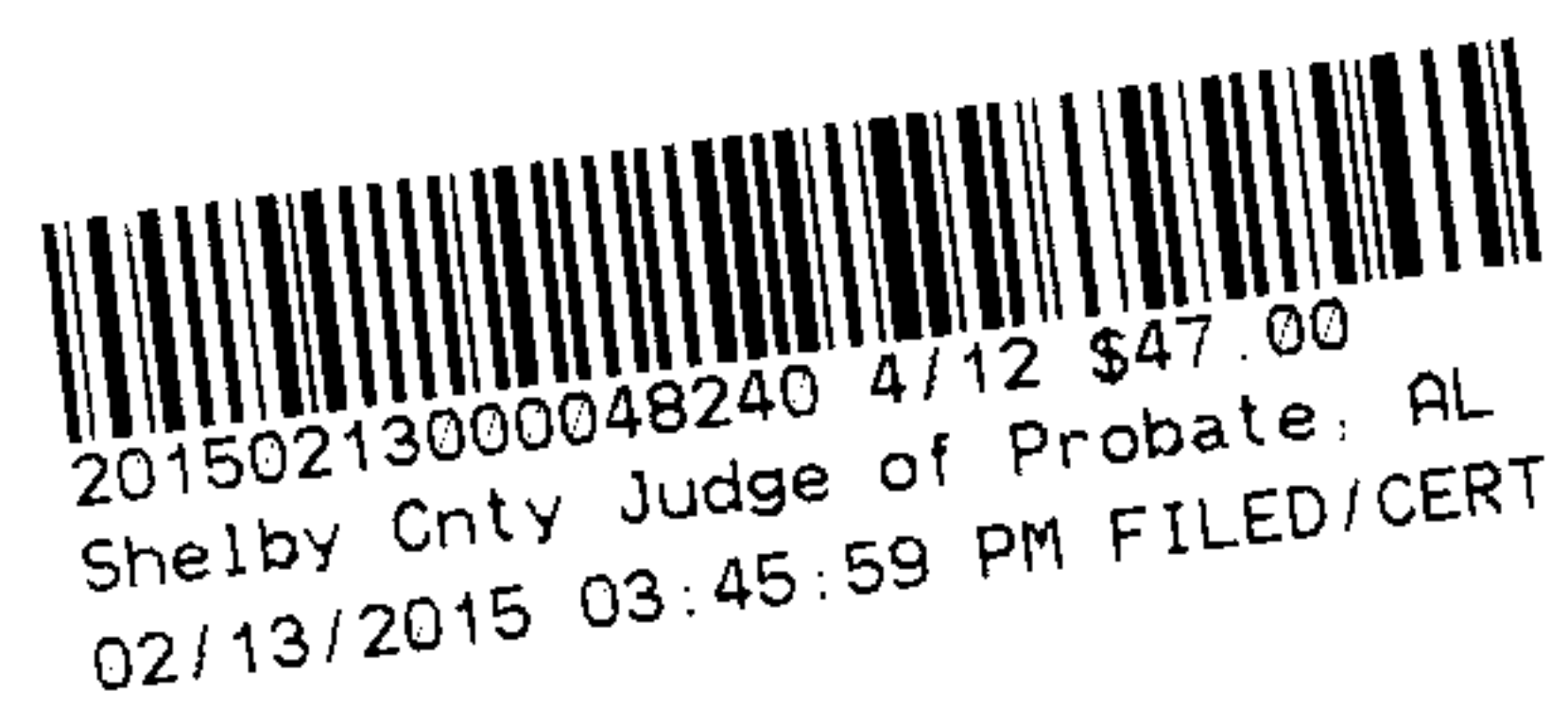
4.3 **Payment; Security Deposit.** Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Mortgagee. This paragraph is not intended to apply to Landlord's obligation to make any payment that constitutes a "Construction-Related Obligation."

4.4 **Modification, Amendment or Waiver.** Any modification or amendment of the Lease, or any waiver of any terms of the Lease, made without Mortgagee's written consent.

4.5 **Surrender, Etc.** Any consensual or negotiated surrender, cancellation or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

5. **Exculpation of Successor Landlord.**

Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, the Lease shall be deemed to have been automatically



amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Leased Premises from time to time, including insurance and condemnation proceeds, Successor Landlord's interest in the Lease, and the proceeds from any sale or other disposition of Leased Premises by Successor Landlord (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors or assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

6. **Mortgagee's Right to Cure.**

6.1 **Notice to Mortgagee.** Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Termination Right or Offset Right, Tenant shall provide Mortgagee with notice of the breach or default by Landlord giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

6.2 **Mortgagee's Cure Period.** After Mortgagee receives a Default Notice, Mortgagee shall have a period of (i) ten (10) days after receipt of such Default Notice within which to cure any default requiring the payment of money (a "Monetary Default"), or (ii) thirty (30) days beyond the time available to Landlord under the Lease in which to cure any breach or default by Landlord other than a Monetary Default. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Mortgagee agrees or undertakes otherwise in writing.

6.3 **Extended Cure Period.** In addition, as to any breach or default by Landlord the cure of which requires possession and control of Leased Premises, provided only that Mortgagee undertakes by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Mortgagee's cure period shall continue for such additional time (the "Extended Cure Period") as Mortgagee may reasonably require to either (a) obtain possession and control of Leased Premises and thereafter cure the breach or default with reasonable diligence and continuity or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default; provided that under no circumstance will the Extended Cure Period exceed one hundred twenty (120) days from the date of Tenant's Default Notice.

7. **Lease Payments.**

If there is a default by Landlord in the performance and observance of the terms of the Mortgage after the expiration of any applicable notice and cure periods, Mortgagee may require that all rents and other payments due under the Lease be paid directly to Mortgagee. Upon written notice by Mortgagee to Landlord and Tenant to that effect, Landlord hereby authorizes and directs Tenant and Tenant agrees to pay all rents and other payments due under the terms of the Lease to Mortgagee. The making of such payments to Mortgagee does not diminish any obligations of Landlord under the Lease or impose any such obligations on Mortgagee prior to any Foreclosure Event. Any payment of rent made by Tenant to Mortgagee in accordance with this Agreement shall be deemed and shall constitute a payment of rent under the Lease.

8. **Confirmation of Facts.**

Tenant represents to Mortgagee and to any Successor Landlord, in each case as of the Effective Date:

8.1 **Effectiveness of Lease.** The Lease is in full force and effect and has not been modified except as described herein. Tenant has no interest in Leased Premises except pursuant to the Lease.

8.2 **Rent.** Tenant has not paid any Rent that is first due and payable under the Lease after the Effective Date.

8.3 **No Landlord Default.** To the best of Tenant's knowledge, no breach or default by Landlord exists and no event has occurred that, with the giving of notice, the passage of time or both, would constitute a breach or default.

8.4 **No Tenant Default.** Tenant is not in default under the Lease and has not received any notice of any default by Tenant under the Lease.

8.5 **No Termination.** Tenant has not commenced any action nor sent or received any notice to terminate the Lease. To the best of Tenant's knowledge, Tenant has no presently exercisable Termination Rights or Offset Rights.

8.6 **Commencement Date.** The "Commencement Date" of the Lease is to be determined pursuant to Article I of the Lease.

8.7 **Acceptance.** (a) Tenant has not accepted possession of Leased Premises; and (b) Landlord has not yet commenced the performance of any Construction-Related Obligations related to Tenant's initial occupancy of Leased Premises.

8.8 **No Transfer.** Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein.

8.9 Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

8.10 Property Rights. Tenant has no rights of first refusal, rights of first offer, purchase options, or similar rights with respect to Leased Premises except as set forth in the Lease.

9. Miscellaneous.

9.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement, subject to change by notice under this paragraph. Notices shall be effective the next business day after being sent by overnight courier service, and five (5) business days after being sent by certified mail (return receipt requested).

9.2 Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord and its successors and assigns. If Mortgagee assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

9.3 Entire Agreement. This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgagee and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

9.4 Interaction with Lease and with Mortgage. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement constitutes full compliance with the requirement for delivery of an "SNDA" pursuant to Article XXXIV of the Lease. Mortgagee confirms that Mortgagee has consented to the execution of the Lease and the MCB Lease.

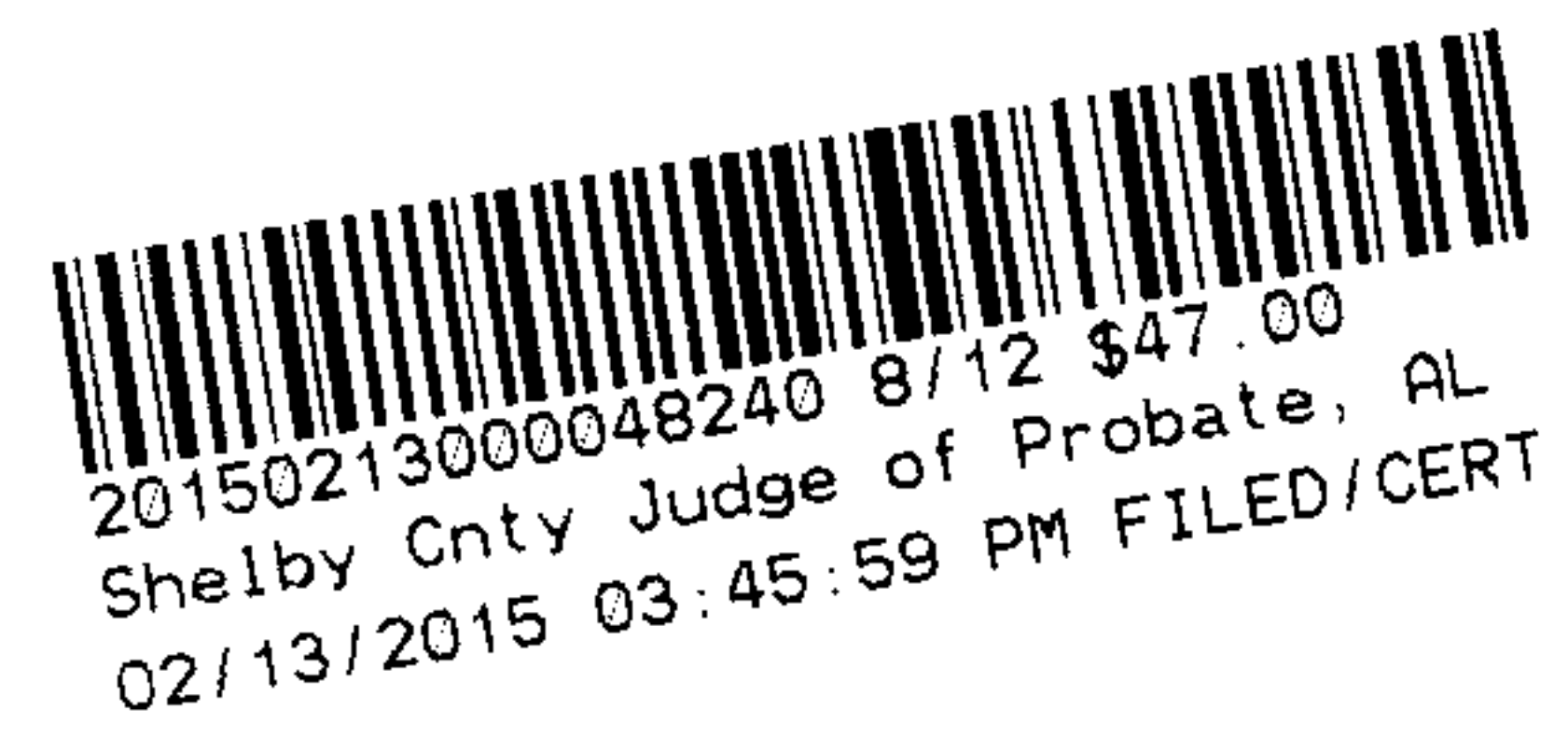
9.5 Mortgagee's Rights and Obligations. Except as expressly provided for in this Agreement, Mortgagee shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Mortgagee under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

9.6 Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State of Alabama.

9.7 Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

9.8 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.


9.9 Mortgagee's Representation. Mortgagee represents that Mortgagee has full authority to enter into this Agreement, and Mortgagee's entry into this Agreement has been duly authorized by all necessary actions.



IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Tenant as of the Effective Date.

TENANT:

Brookwood Health Services, Inc.

By: 
Name: Doug Carter
Its: CFO

STATE OF ALABAMA)

Jefferson COUNTY)

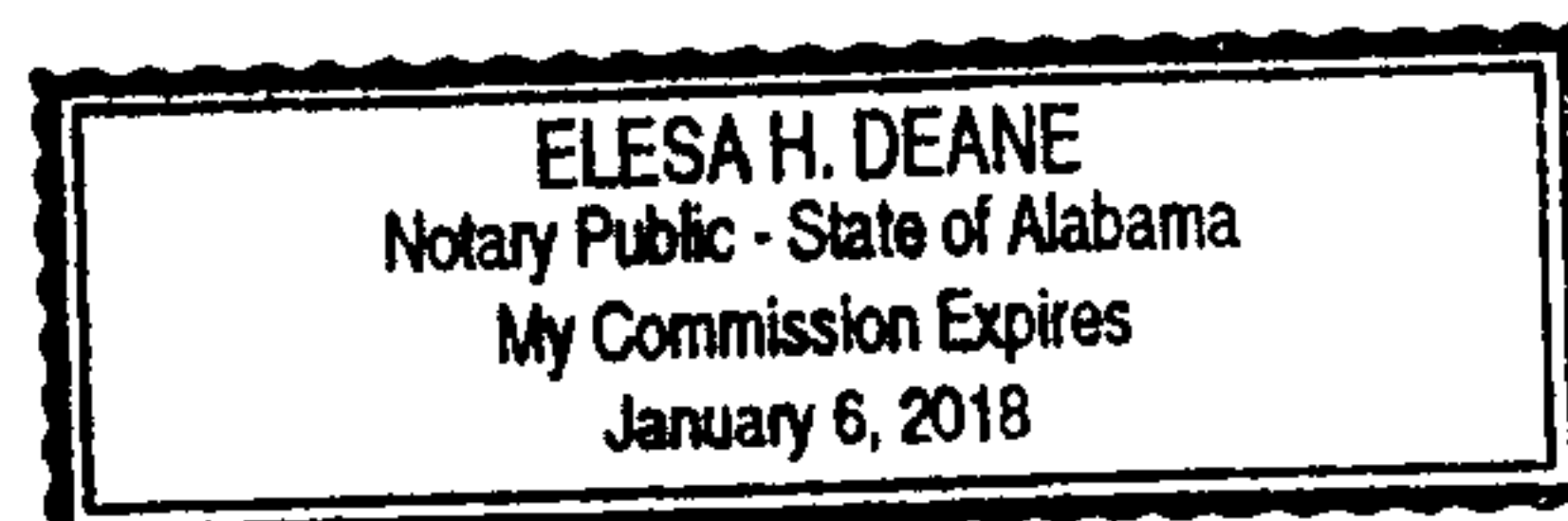
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DOUG CARTER, whose name as CFO of Brookwood Health Services, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed 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 10 day of February, 2015.



Notary Public

AFFIX SEAL

My commission expires: _____



[signatures continue on following page]


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MORTGAGEE:

IBERIABANK

By: Martin Brown

Name: Martin Brown

Title: Senior Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

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 the 10 day of February, 2015.

Misty Dawn Rigdon
Notary Public

AFFIX SEAL

My commission expires

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



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CONSENT OF LANDLORD

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a nondisturbance agreement with Tenant. Landlord is not a party to the above Agreement.

LANDLORD:

CGP Medvest BW, LLC

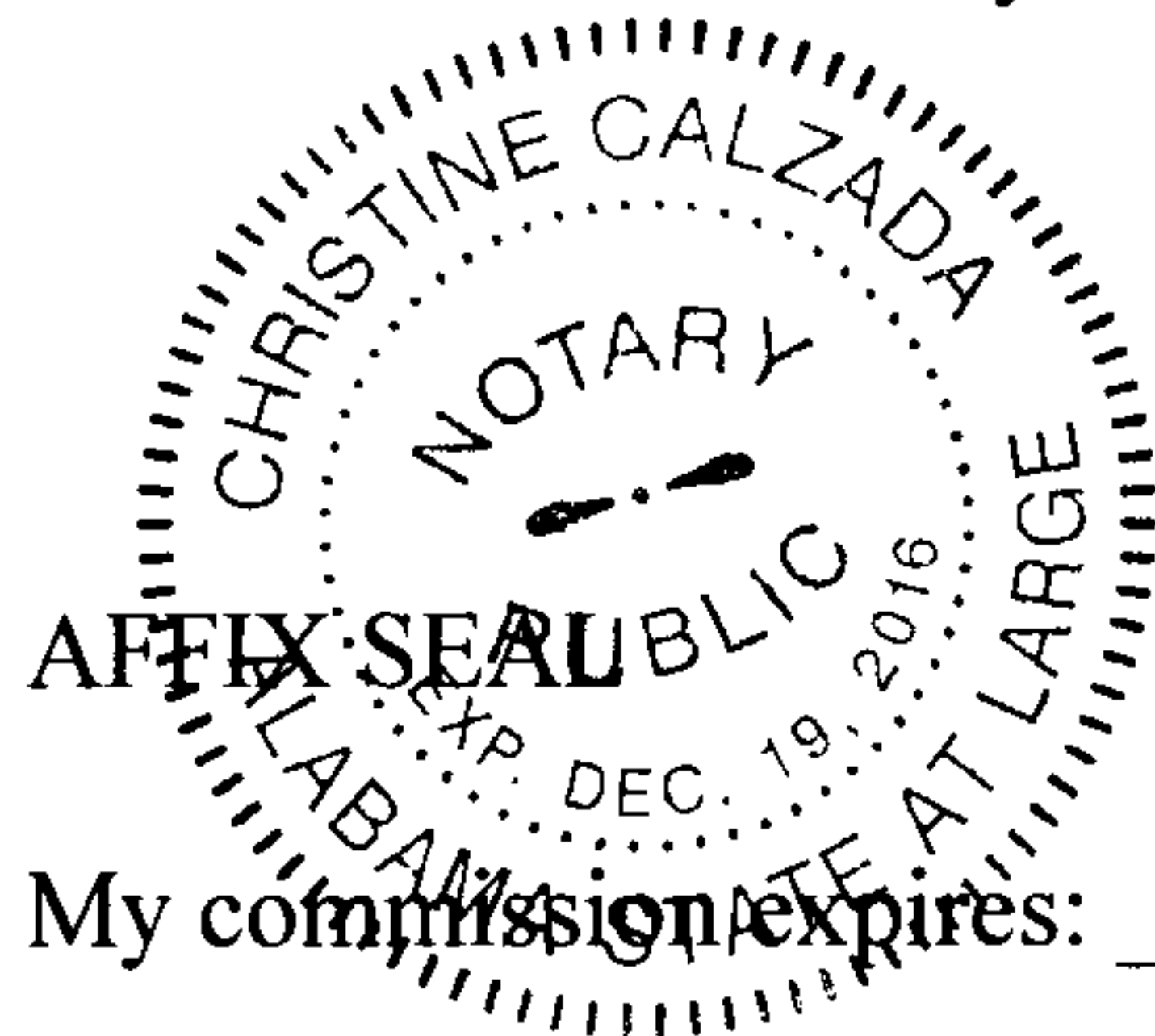
By: David Fowler
Name: David Fowler
Title: Authorized Agent

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.




Christine Calzada
Notary Public

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Shelby Cnty Judge of Probate, AL
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Exhibit A

[Legal 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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