

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

M. Beth O'Neill
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 2400
Birmingham, Alabama 35203
Telephone: (205) 254-1000


20151002000346400 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
10/02/2015 02:51:06 PM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE
(Shelby Baptist Medical Center – SMCMOB, L.L.C.)

This ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this “Assignment”) is made and entered into as of the Effective Time on October 2, 2015, by and between **BAPTIST HEALTH SYSTEM, INC.**, an Alabama nonprofit corporation (“Assignor”), and **BBH SBMC, LLC**, a Delaware limited liability company (“Assignee”).

RECITALS

A. Brookwood Ancillary Holdings, Inc. a Delaware corporation, Brookwood Baptist Health 2, LLC, a Delaware limited liability company, and Baptist Health System, Inc., an Alabama nonprofit corporation, have entered into a Contribution and Unit Purchase Agreement (BHS) dated June 22, 2015, as amended (the “Agreement”). The Agreement requires that Assignor transfer to Assignee the Assumed Lease listed on Exhibit A hereto, and that Assignee assume Assignor’s rights and obligations under the Assumed Lease to which Assignor is a party; and

B. Effective simultaneously with the consummation of the transactions described in the Agreement, Assignor desires to assign the Assumed Lease to Assignee. Assignee desires to accept such assignment on the terms and conditions set forth below. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound, mutually agree as follows:

1. EFFECTIVE TIME

This Assignment shall automatically become effective without the further action of any party hereto at the Effective Time.

2. ASSIGNMENT OF ASSUMED LEASE AND ASSUMPTION OF OBLIGATIONS THEREUNDER

2.1 Assignment of Rights. Subject to the terms and conditions of the Agreement, Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's rights, title and interests in and to the Assumed Lease.

2.2 Assumption of Duties. Subject to the terms and conditions of the Agreement, Assignee hereby assumes and agrees to discharge, perform and fulfill the duties, obligations, liabilities and restrictions imposed on Assignor under the Assumed Lease.

3. NOTICES. All notices to Assignee, as Ground Lessor under the Assumed Lease, shall be given in accordance with Assumed Lease to Assignee at the following address: 1445 Ross Avenue, Suite 1400, Dallas, TX 75202, Attention: Timothy Blakeley, Phone (469) 893-2709, Fax (469) 893-3709, and Assignee shall notify Ground Lessee of this Assignment promptly after the Effective Date.

4. MISCELLANEOUS


4.1 Other than the Agreement, including Article XI thereof, and as set forth in Section 4.2 below, this Assignment supersedes all other agreements and understandings of the parties with respect to this assignment and assumption of the Assumed Lease and may be modified or amended only by a written agreement executed by all parties hereto.

4.2 This Assignment is entered into pursuant to and in accordance with the terms and conditions of the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern and control. All capitalized terms used but not expressly defined herein shall have the meanings given to them in the Agreement.

4.3 This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4.4 This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Alabama.

[Signature Page Follows]


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IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment to be effective as of the Effective Time.

ASSIGNOR:

BAPTIST HEALTH SYSTEM, INC.,
an Alabama nonprofit corporation

By: Gregory D Johnston
Name: Gregory D. Johnston
Its: CFO

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Gregory D Johnston, whose name as CFO of Baptist Health System, Inc., an Alabama nonprofit corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 1st day of October, 2015.

Michael Malone Mahan

NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES
NOVEMBER 14, 2018


[Signatures continue on following page]



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ASSIGNEE:


BBH SBMC, LLC,
a Delaware limited liability company

By: 
Name: Greg Johnston
Its: COO

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Greg Johnston, whose name as COO of BBH SBMC, LLC, an Alabama nonprofit corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 1st day of October, 2015.


NOTARY PUBLIC

My Commission Expires:

**MY COMMISSION EXPIRES
NOVEMBER 14, 2018**




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EXHIBIT A

ASSUMED LEASE

Ground Lease dated January 1, 1994, a memorandum of which is recorded as Instrument No. 1994-11311, in the Office of the Judge of Probate of Shelby County, Alabama, as amended by Amendment to Ground Lease dated May 25, 1999, a memorandum of which is recorded in said Probate Office as Instrument No. 1999-22913, as amended by Second Amendment to Ground Lease dated April 30, 2001, a memorandum of which is recorded in said Probate Office as Instrument No. 2001-24608, as amended by Third Amendment to Ground Lease dated September 28, 2010, a memorandum of which is recorded in said Probate Office as Instrument No. 20150218000051550, between Baptist Health System, Inc., d/b/a Shelby Baptist Medical Center (Ground Lessor) and SMCMOB, L.L.C. (Ground Lessee)


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