


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

Jeff Baker
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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
SHELBY COUNTY)

**AGREEMENT NOT TO TRANSFER OR
ENCUMBER REAL PROPERTY**

THIS AGREEMENT (this "Agreement"), made and effective as of the 2nd day of October, 2015, is from **BBH SBMC, LLC**, a Delaware limited liability company ("Borrower"), to and for the benefit of **TENET HEALTHSYSTEM MEDICAL, INC.**, a Delaware corporation ("Lender").

R E C I T A L S:

Reference is hereby made to that certain Working Capital Loan and Security Agreement dated as of October 2, 2015, by and among Lender, Borrower and certain Affiliates of Borrower more particularly identified therein (as heretofore or hereafter amended, modified, restated, extended or renewed, the "Loan Agreement"). All capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Loan Agreement. In consideration of the Lender's execution and delivery of the Loan Agreement, and in satisfaction of the requirements of Subsection 3(a)(iii) thereof, Borrower has agreed to enter into this Agreement for the benefit of Lender.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ***The Property.*** Borrower hereby represents and warrants that it is lawfully seized and possessed of an indefeasible estate in fee simple in and to the real property more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"). Borrower hereby represents and warrants to Lender that, except for the "Permitted Encumbrances" set forth in the

vesting deeds pursuant to which Borrower acquired title to the Property, the Property is not encumbered by any mortgage, deed of trust, security deed, conditional sales contract, vendor's lien, synthetic lease, security agreement, security interest, security title, financing statement, judgment lien or other voluntary or involuntary lien or encumbrance securing any monetary or non-monetary obligations of Borrower or any other Person, other than Permitted Liens (as such term is defined in Section 7(d) of the Loan Agreement).

2. ***Covenant Against Further Encumbrance.*** For as long as this Agreement remains in effect, Borrower agrees that it shall neither permit nor suffer the existence of any further encumbrance upon the Property other than Permitted Liens unless the prior written consent of Lender has first been obtained; provided, however, that Borrower shall be permitted to enter into tenant leases with respect to the Property or any portion thereof in the ordinary course of business, and to grant access, utility or similar easements necessary to the operation or development of the Property, in each case without the prior consent or approval of Lender. Notwithstanding anything herein to the contrary, with respect to inchoate liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's, landlords' and other similar liens arising in the ordinary course of business, as specified in Section 7(d)(iii) of the Loan Agreement, the foregoing are Permitted Liens only if the charges secured thereby are not delinquent and the liens remain inchoate. Any further encumbrance of the Property made in contravention of this Agreement shall be null and void *ab initio*.

3. ***Covenant Against Transfer.*** For as long as this Agreement remains in effect, Borrower hereby covenants and agrees that it shall not sell, convey or transfer any portion of the Property, or any interest therein, without the prior written consent of Lender. Any sale, transfer or conveyance of the Property made in contravention of this Agreement shall be null and void *ab initio*. Notwithstanding anything in this Agreement to the contrary, in accordance with Section 6(h)(iv) of the Loan Agreement, the Borrower may transfer the Property to medical clinic boards incorporated as public agencies and instrumentalities of the State of Alabama ("Medical Clinic Boards") solely in connection with a sale-leaseback transaction on terms acceptable to the Board of Managers of the Administrative Borrower (which shall, among other things, prohibit any transfer of such real property by the relevant Medical Clinic Board to any Person other than a Borrower).

4. ***Term.*** This Agreement shall remain in full force and effect until such time as the benefit of this Agreement shall be released in writing by Lender. Lender may release portions of the Property from this Agreement without thereby impairing the effect of this Agreement as to any remaining Property not released. This Agreement shall remain in full force and effect notwithstanding any breach hereof by Borrower.

5. ***Notices.*** Any notice required herein or by applicable law shall be given in accordance with the notice provisions set forth in the Loan Agreement.

6. ***Miscellaneous.***

(a) This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Alabama, without reference to principles of conflicts of laws.

(b) Any provision in this Agreement which may be unenforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof. If this Agreement shall be held by any court of competent jurisdiction to be inoperative or ineffective in any manner, such holding shall not otherwise alter, diminish or reduce the effectiveness of this Agreement.

(c) Section headings are inserted for convenience of reference only and shall be disregarded in the interpretation of this Agreement. The provisions of this Agreement shall be construed without regard to the party responsible for the drafting and preparation hereof.


(d) This Agreement and the obligations of the parties hereunder shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

(e) No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

(f) This Agreement may be executed in any number of counterparts bearing the signatures of one or more of the parties hereto, each of which shall constitute an original, but all of which, taken together, shall evidence but one and the same agreement. It shall not be necessary that all parties execute the same counterpart. The delivery of signatures by facsimile, email or other electronic transmission shall for all purposes be as effective as the delivery of manually executed original signatures.

(g) This Agreement is the entire agreement among the parties relating to the specific subject matter hereof and supersedes any prior agreements, commitments and understandings between the parties; provided, however, that to the extent of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the Loan Agreement shall control.

(h) Time is of the essence of this Agreement and the performance of all terms, covenants, conditions and agreements set forth herein.



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Shelby Cnty Judge of Probate, AL
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[No further text on this page. Signature page follows.]

IN WITNESS WHEREOF, the undersigned Borrower has caused this instrument to be properly executed and delivered as of the day and year first above written.

BORROWER:

BBH SBMC, LLC, a Delaware limited liability company

By: 
Print Name: Keith Parrott
Title: CEO



20151002000346460 4/8 \$35.00
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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Keith Parrott, whose name as CEO of BBH SBMC, LLC, a Delaware limited liability company, 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 company.

Given under my hand and official seal this 1st day of October, 2015.



NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES
NOVEMBER 14, 2018

EXHIBIT A - LEGAL DESCRIPTION OF THE PROPERTY


Shelby Baptist Medical Center:

Tax Parcel No.: As to Parcel 1: Parcel #13-7-36-2-001-020.000 and Parcel #13-7-36-2-001-031.000; As to Parcel 2: Parcel #13-7-35-1-001-026.000; Parcel #13-7-36-3-001-058.000; Parcel #13-7-36-2-001-051.000; Parcel #13-7-36-2-001-051.900 (Leasehold); As to Parcel 3: Parcel #13-7-36-2-001-050.000; As to Parcel 4: Parcel #13-7-36-2-001-050.001; As to Parcel 5: Parcel #13-7-35-1-001-025.000; Parcel #13-7-36-2-001-049.001; Parcel #13-7-36-2-001-049.002 (Leasehold); Parcel #13-7-36-2-001-049.003; Parcel #13-7-36-2-001-049.004; As to Parcel 6: Parcel #13-7-36-3-001-059.000; Parcel #13-7-36-3-001-059.002; As to Parcel 7: Parcel #13-7-36-2-001-052.002; Parcel #13-7-36-2-001-052.003; As to Parcel 8: Parcel #13-7-36-2-001-048.000.

Parcel 1:

Part of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, and run West along the South line of same 902.21 feet to a point; thence an angle right of 104°20'24" and run in a Northeasterly direction along the Southeasterly right of way of 2nd Street Northeast 290.25 feet to the Northwest corner of Lot 15, Block 4 of the Amended Map of a portion of Cedar Grove Estates, as recorded in Map Book 4, Page 22, in the Probate Office of Shelby County, Alabama; thence an interior angle of 90°00'00" and run to the right in a Southeasterly direction along the Northeasterly line of said Lot 15 and the extension of same 250.01 feet to a point; thence an interior angle of 270°19'51" and run to the left in a Northeasterly direction and parallel to the Southeasterly line of Lots 8-15 of said subdivision a distance of 600.86 feet to the Southwesterly corner of Lot 4, Block 4 of said subdivision; thence an interior angle of 104°11'00" and run to the right in an Easterly direction along the Southerly line of Lots 4 and 1, Block 4 of said subdivision 199.91 feet to a point; thence an interior angle of 269°55'41" and run to the left in a Northerly direction along the Easterly line of Blocks 4 and 3 of said subdivision a distance of 519.67 feet to the Northeast corner of Lot 1, Block 3 of said subdivision, being on the Northerly line of said 1/4 – 1/4 Section; thence an interior angle of 90°06'18" and run to the right in an Easterly direction along said North line of said 1/4 – 1/4 Section 215.65 feet to the Northwest corner of Lot 1 of Hickory Hills Subdivision, as recorded in Map Book 5, Page 103, in the Probate Office of Shelby County, Alabama, also being the Northeast corner of said 1/4 – 1/4 Section; thence an interior angle of 91°00'19" and run to the right in a Southerly direction along the West line of said Hickory Hills Subdivision a distance of 1323.63 feet to the Southwesterly corner of Lot 13 of said Hickory Hills Subdivision, and the Point of Beginning; situated in Shelby County, Alabama.


20151002000346460 5/8 \$35.00
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Parcel 2:

A portion of the E 1/2 of SE 1/4 of NE 1/4 of Section 35, Township 20 South, Range 3 West, and a portion of the W 1/2 of SW 1/4 of NW 1/4 of Section 36, Township 20 South, Range 3 West, of Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows: Begin at the SE corner of the E 1/2 of SE 1/4 of NE 1/4 of said Section 35; thence in a Westerly direction along South boundary line of E 1/2 of NE 1/4 of Section 35, 197.24 feet to the point of intersection with the arc of a curve turning to the left, which is Easterly boundary of right of way of U.S. Highway No. 31, said arc having a radius of 38,287.20 feet, and being subtended by a central angle of 0°12'38", having a chord of 140.68 feet in length, said chord forming an angle of 96°04'19" to the right from last mentioned course, having a length of 197.24 feet; thence along said arc of said curve 140.68 feet to the point of intersection with a straight line tangent to said arc; thence continuing along said straight line which is Easterly boundary of said Highway right of way 659.32 feet; thence turning an angle of 84°00'30" to the right in an Easterly direction 94.68 feet to the point of intersection with East boundary line of said Section 35; thence continue East into Section 36, Township 20 South, Range 3 West, along said last mentioned course which is a straight line 659.49 feet to the point of intersection with the East boundary of W 1/2 of SW 1/4 of NW 1/4 Section 36, Township 20 South, Range 3 West; thence turning an angle of 88°40'30" to the right in Southerly direction along East boundary of said W 1/2 of SW 1/4 of NW 1/4 of said Section 36, 795.80 feet to the Southeast corner of W 1/2 of SW 1/4 of NW 1/4 of said Section 36; thence turning an angle of 91°19'30" to the right along South boundary of W 1/2 of SW 1/4 of NW 1/4 of said Section 36, 659.16 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel 3:

Lot A, according to the Survey of Greater Shelby Office Plaza, as recorded in Map Book 7, Page 141, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with all beneficial rights and privileges attributable to such property as described in that certain Declaration of Easements dated July 12, 1994, as set out in Instrument No. 1994-26783, in the Probate Office of Shelby County, Alabama.

Parcel 4:

Lot B, according to the Survey of Greater Shelby Office Plaza, as recorded in Map Book 7, Page 141, in the Probate Office of Shelby County, Alabama.

Together with all beneficial rights and privileges attributable to such property as described in that certain Declaration of Easements dated July 12, 1994, as set out in Instrument No. 1994-26783, in the Probate Office of Shelby County, Alabama.

Parcel 5:

A tract of land situated in the W 1/2 of the SW 1/4 of the NW 1/4 of Section 36, and the E 1/2 of the SE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West, being more particularly described as follows:

Commence at the NW corner of the SW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, and run in an Easterly direction along the North line of said 1/4 1/4 Section, a distance of 316.21 feet to a point; thence turn a deflection angle of 89°40' to the right and run in a Southerly direction a distance of 251.34 feet to the point of beginning; thence continue in a Southerly direction along the projection of the last described course a distance of 275.00 feet to a point; thence turn an interior angle of 88°40'30" and run to the right in a Westerly direction a distance of 410.83 feet to a point on the East right of way line of U.S. Highway No. 31; thence turn an interior angle of 84°02'30" and run to the right in a Northerly direction along the East right of way line of said U.S. Highway 31 a distance of 151.10 feet to the P.C. of a curve; thence continue in a Northerly direction along the East right of way line of said U.S. Highway No. 31 and along the arc of a curve to the right, having a central angle of 1°16'30" and a radius of 5,629.58 feet a distance of 125.37 feet to a point on the curve; thence turn an interior angle of 97°14'00" (angle measured from tangent) and run to the right in an Easterly direction a distance of 374.43 feet to the point of beginning; being situated in Shelby County, Alabama.

Together with all beneficial rights and privileges attributable to such property as described in that certain Declaration of Easements dated July 12, 1994, as set out in Instrument No. 1994-26783, in the Probate Office of Shelby County, Alabama.

Parcel 6:

Lot 1-A and Lot 2, according to the Resurvey of Lot 1, Shelby Medical Center Visitor Parking Deck and Lots 23 and 24, Block 4, Nickerson-Scott Survey, as recorded in Map Book 39, Page 78, in the Probate Office of Shelby County, Alabama.

Parcel 7:

Lots 2 and 3, according to the Final Plat Shelby Ridge Nursing Home Survey, as recorded in Map Book 34, Page 60, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel 8:

A parcel of land situated in the NW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West and the NE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West in Shelby County, Alabama and being more particularly described as follows:


Begin at the Southwest corner of the NW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West, said point also being a crimped iron pipe; thence South 88°34'38" East along the South boundary of said NW 1/4 of the NW 1/4 a distance of 316.17 feet; thence South 88°50'54" East a distance of 58.40 feet to the Westerly right of way line of

Main Street of the First Addition to Cedar Grove Estates as recorded in Map Book 3, Page 141 in the Probate Office of Shelby County, Alabama; thence North 15°36'24" East along said right of way a distance of 359.90 feet to the Southeast corner of Lot 13 of the aforementioned First Addition; thence North 74°09'08" West along the Southwesterly boundary of said Lot 13 a distance of 94.88 feet; thence North 05°45'15" West along the Westerly boundary of Lot 13 a distance of 149.57 feet; thence North 73°55'40" West 243.14 feet to the Easterly right of way of U.S. Highway 31; thence South 15°49'46" West 150.53 feet along said right of way to the beginning of a curve to the left concave to the Southeast having a radius of 5629.65 feet; thence left through a central angle of 04°32'59" Southwesterly 447.03 feet along said curve to the intersection of said right of way and the South boundary of the NE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West; thence South 88°34'38" East along said South boundary 14.42 feet to the point of beginning; being situated in Shelby County, Alabama.

Chelsea Clinic:

Tax Parcel No.: Parcel #09-7-26-0-001-030.000; Parcel #09-7-26-0-001-030.002

Lot 2-A and 2-B, 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.


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