

THIS INSTRUMENT PREPARED BY
AND UPON RECORDATION RETURN TO:
Dickstein Shapiro LLP
1825 Eye Street NW
Washington, DC 20006
Attn: Jason R. Eig, Esq.


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Shelby Cnty Judge of Probate, AL
02/22/2016 01:32:26 PM FILED/CERT

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT (the "Agreement") is made by and between BW OFFICE BUILDINGS, LLC, a Delaware limited liability company, as successor-in-interest to Brookwood Center Development Corporation (the "Landlord"), PELHAM MEDICAL PROPERTIES, LLC, a Delaware limited liability company, as successor-in-interest to NSC 31, L.L.C. ("Tenant"), and HEALTHCARE FINANCIAL SOLUTIONS, LLC, acting in its capacity as Administrative Agent ("Administrative Agent") for certain financial institutions (collectively, "Lender"), as of this 22nd day of January, 2016

RECITALS:

1. Reference is hereby made to that certain Ground Lease Agreement dated as of October 16, 1998, by and between Brookwood Center Development Corporation, as landlord, and NSC 1, L.L.C., as tenant, a memorandum of which is recorded as Instrument No. 1998-40834 in the Office of the Judge of Probate of Shelby County, Alabama, the lessee's interest thereunder having been assigned to HCP Family Medicine South MOB, LLC, by Assignment and Assumption of Tenant's Interest in Ground Lease and Special Warranty Deed dated January 4, 2006, and recorded as Instrument No. 20060110000017000 and as Instrument 20060110000017010 in said Probate Office (collectively, the "Ground Lease"), pursuant to which the Landlord demised and let to Tenant certain premises more particularly described in the Ground Lease (referred to herein and in the Ground Lease as the "Premises"), including the parcel of land described in Exhibit A attached hereto.

2. In that certain Leasehold Mortgage with Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of January 22, 2016 (as the same may be amended or modified from time to time, together with any other leasehold mortgage, deed of trust or comparable document now or at any time hereafter entered into by Tenant in favor of Lender, the "Mortgage"), Tenant has granted to Lender a mortgage with respect all of its right, title and interest arising under the Ground Lease in an to the Premises, for the purpose of securing a loan in an aggregate principal amount, allocated to the Premises, not exceeding the sum of \$2,200,000.00 (the "Loan") made by Lender to Tenant contemporaneously with the execution and delivery of the Mortgage.

3. Landlord recognizes and acknowledges that the Mortgage constitutes a "Leasehold Mortgage" with respect to the Premises, within the meaning of Article 6 and the other provisions of the Ground Lease, and (ii) that Lender is and shall be deemed to be the "Leasehold Mortgagee" (as that term is effectively defined and used in the Ground Lease) with respect to the Mortgage and the Premises.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants of the parties hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

a. The recitals are hereby incorporated by reference into this Agreement as if set forth herein.

b. In no event shall Lender, solely in its capacity as the Leasehold Mortgagee with respect to the Ground Lease prior to any foreclosure or other succession to the interest of Tenant, be deemed a sublessee, assignee or transferee of Tenant's right, title or interest in and to the Premises so as to require Lender to assume the performance of any of the covenants or agreements on the part of Tenant to be performed with respect thereto.

c. With respect to Lender, in its capacity as the Leasehold Mortgagee under the Ground Lease with respect to the Premises, the provisions of Subsections (d) through (g), inclusive, hereof shall apply, notwithstanding anything in the Ground Lease to the contrary.

d. No voluntary termination of the Ground Lease shall be effective unless consented to in writing by Lender; and any material amendment or material modification of the Ground Lease with respect to the Premises made without the written consent of Lender shall, at the option of Lender, be voidable as against it. If, within thirty (30) days after receipt thereof, Lender shall fail to respond to any written request from Tenant for such written consent, which such request shall make specific reference to this paragraph, then Lender shall be deemed to have granted its consent to such request.

e. Landlord agrees to delivery to Lender in accordance with section (l) of this Agreement a copy of any notice of default delivered to Tenant under the Ground Lease.

f. Landlord agrees that, in the event of the termination of the Ground Lease by reason of any default thereunder by Tenant, it will enter into a new lease with respect to the Premises with Lender or its nominee for the remainder of the term of the Ground Lease, effective as of the date of such termination, at the rent and upon the terms, options, provisions, covenants and agreements then contained in the Ground Lease applicable to the Premises; provided, that

i. Lender shall make written request upon Landlord for such new lease prior to or within ten (10) days after the date of such termination of the Ground Lease, and such written request is accompanied by payment to Landlord of all sums then due to it under the Ground Lease, including the payment of all rent to the date of such new lease with respect to the Premises;

ii. Lender or its nominee shall pay to Landlord, at the time of the execution and delivery of such new lease, any and all sums that would then be due under the Ground Lease but for such termination, together with any reasonable expenses, including reasonable attorneys' fees, incurred by Landlord as a result of such termination, as well as in the preparation, execution and delivery of such new lease;

iii. Lender shall not become liable under the agreements, terms, covenants or conditions of the Ground Lease unless and until it becomes the owner of the leasehold estate and the interests of Tenant in and to the Premises;

iv. all provisions contained in either the Ground Lease or this Agreement with respect to the Mortgage and the rights of Lender shall survive the termination of both the Ground Lease and this Agreement for such period of time as shall reasonably be necessary to effectuate any and all rights effectively granted to Lender by the provisions of the Ground Lease; and

v. nothing contained herein or in the Ground Lease shall be construed to require Lender or its nominee to cure any default by Tenant under the Ground Lease, unless Lender exercises its right to obtain a replacement lease as herein set forth.

Notwithstanding the foregoing, Landlord shall be under no obligation to enter into a new lease with Lender or its nominee in any circumstance where (i) the Ground Lease has been terminated due to a failure by Tenant to satisfy its restoration obligations after a casualty or condemnation loss, and (ii) Lender has failed to make available to Tenant any casualty insurance proceeds or condemnation awards actually received by Lender, to the extent necessary to cover the cost of Tenant's restoration obligations.

g. Landlord agrees that (i) Landlord shall not have the right to remedy or cure any default of Tenant under the Mortgage or any related loan documents and Lender shall not be obligated to accept any performance by Landlord of any obligation, covenant, condition or agreement to be performed or observed by Tenant pursuant to the Mortgage or any related Loan documents; (ii) Landlord shall not have any right to consent or approve (a) the Mortgage or any related Loan documents or any amendments to any of the terms of the Mortgage or any related Loan documents, or (b) any future advances or other increases in the principal amount of the Loan which is secured by the Mortgage; (iii) Tenant will be obligated to deliver a copy of the Leasehold Mortgage to Landlord but shall not be required to deliver copies of the related Loan documents to Landlord; (iv) Landlord shall not have any right purchase the Mortgage or to assume Tenant's obligations with respect to the Loan or to prepay or pay to Lender on Tenant's behalf any principal or other amounts owed by Tenant in connection with the Loan or to terminate the Ground Lease as a result of any acceleration of the Loan (without there existing any other default under the Ground Lease); (v) any provisions in the Ground Lease limiting the principal amount of the Loan shall not be applicable with respect to the Loan or the Mortgage and Tenant shall be free to obtain the Loan in any amount as determined by Tenant in its sole and absolute discretion without any limitation under the Ground Lease; provided that this clause (v) shall be applicable only with respect to the initial principal indebtedness comprising the Loan and not with respect to any future additions thereto or increases thereof (other than protective advances); and (vi) any provisions of the Ground Lease prohibiting or limiting Tenant's right to cross-collateralize the Premises with any other property shall not be applicable with respect to the Mortgage or the Loan; provided that this clause (vi) shall be applicable only with respect to the cross-collateralized group of properties originally securing the Loan. Nothing herein shall be deemed to subordinate the Ground Lease or the interest of Landlord in and to the Premises to the lien, operation and effect of the Mortgage or any related loan documents.

h. In addition to any notices required under the Ground Lease, Tenant will give prompt written notice to Lender of every breach or default on the part of Landlord in respect of any obligation or covenant of Landlord under the Ground Lease with respect to the Premises, if such breach or default may be of such a nature as to give Tenant a right to terminate the Ground Lease with respect to the Premises, to reduce rent, or to credit or offset any amounts against future rents, prior to the exercise of such right by Tenant. However, the failure of Tenant so to give any such notice to Lender shall not invalidate any action taken by Tenant in furtherance of any such right under and pursuant to the Ground Lease with respect to the Premises.

i. Tenant hereby represents and warrants that it has not encumbered its interests in and to the Premises to any person other than Lender.

j. This Agreement may not be altered, modified, or amended except by writing signed by all of the parties hereto.

k. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

l. The validity, enforcement, and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and applicable United States federal law, and is intended to be performed in accordance with, and only to the extent permitted by, such laws. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

m. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and, unless otherwise specifically provided, shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier, or by registered or certified United States mail, postage prepaid, addressed to the party to whom directed at the addresses specified near the signature blocks of this Agreement (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, one day after deposit with an overnight courier, or three days after deposit in U.S. Mail. Notwithstanding the foregoing, no notice of change of address shall be effective except upon actual receipt.

n. This Agreement may be executed in multiple counterparts, each of which, for all purposes, shall be deemed an original, and all of which together shall constitute one and the same agreement.

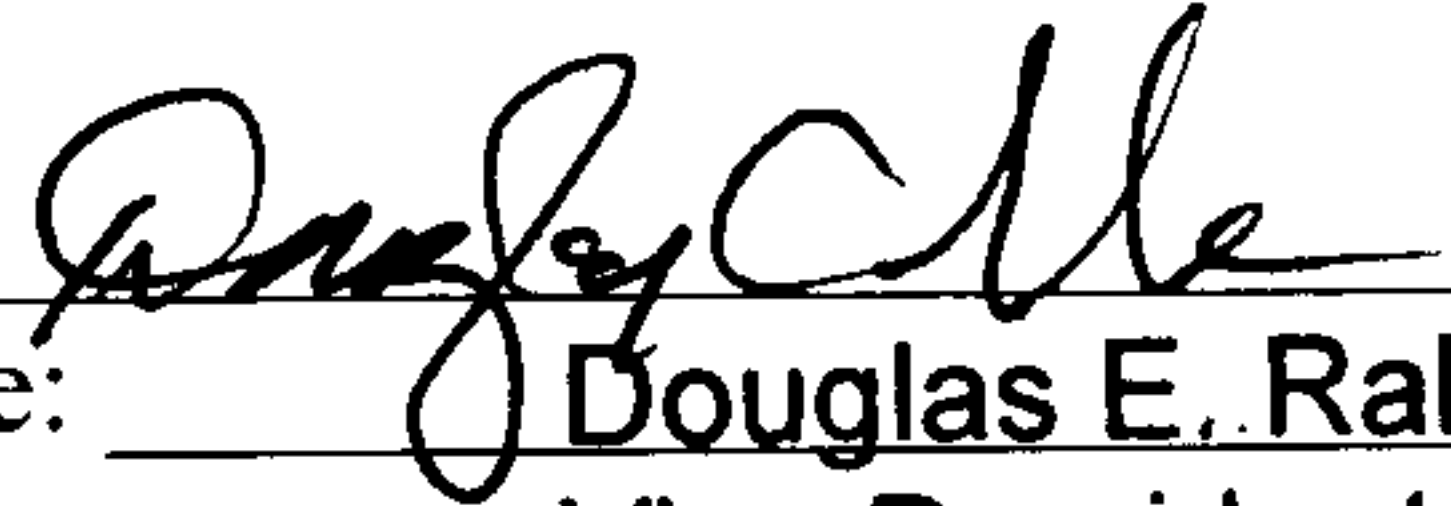
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their respective duly authorized-representatives as of the date first above written.

LANDLORD

BW OFFICE BUILDINGS, LLC, a Delaware limited liability company

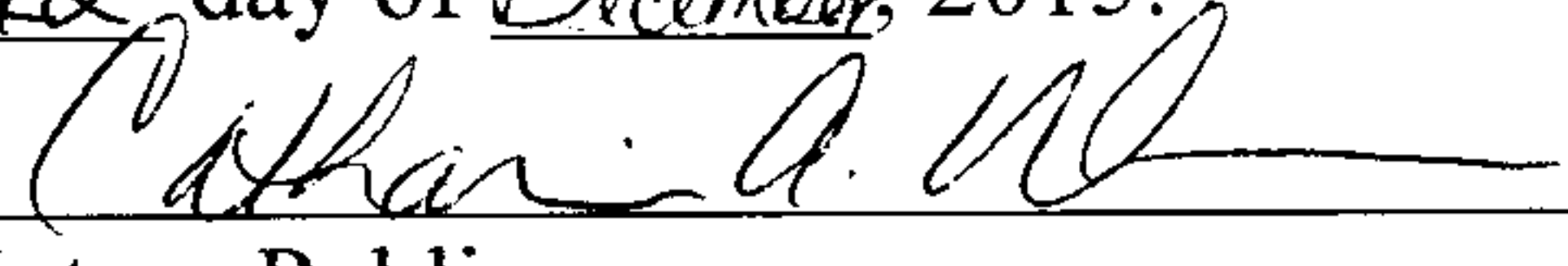
By: 
Print Name: Douglas E. Rabe
Its: Vice President

Address:
BW Office Buildings, LLC
c/o Tenet Healthcare
1445 Ross Avenue, Suite 1400
Dallas, Texas 75202
Attn: Tim Blakely

STATE OF Texas)
COUNTY OF Dallas)

I, undersigned Notary Public in and for said County in said State, hereby certify that Douglas E. Rabe, whose name as Vice President of BW OFFICE BUILDINGS, 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 such instrument, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said public corporation.

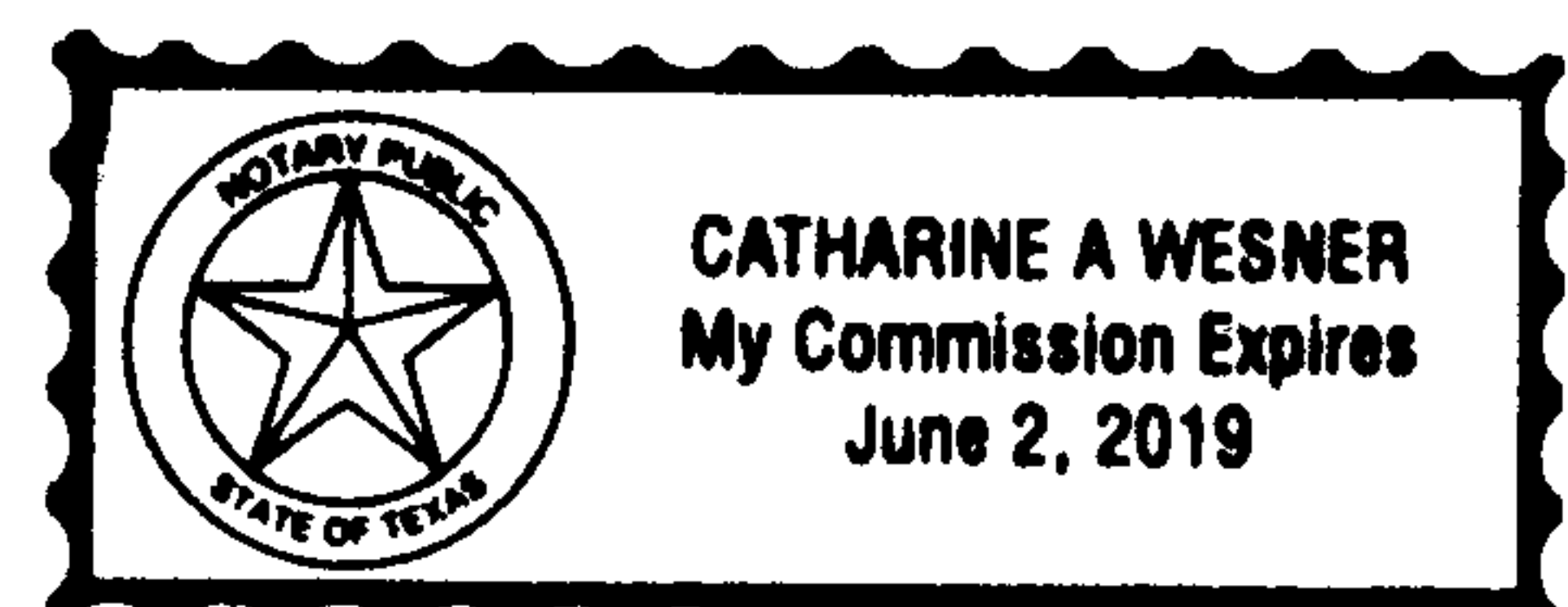
Given, under my hand and official seal, this the 22nd day of December, 2015.


Notary Public
My Commission Expires: 6/2/2019

[SEAL]

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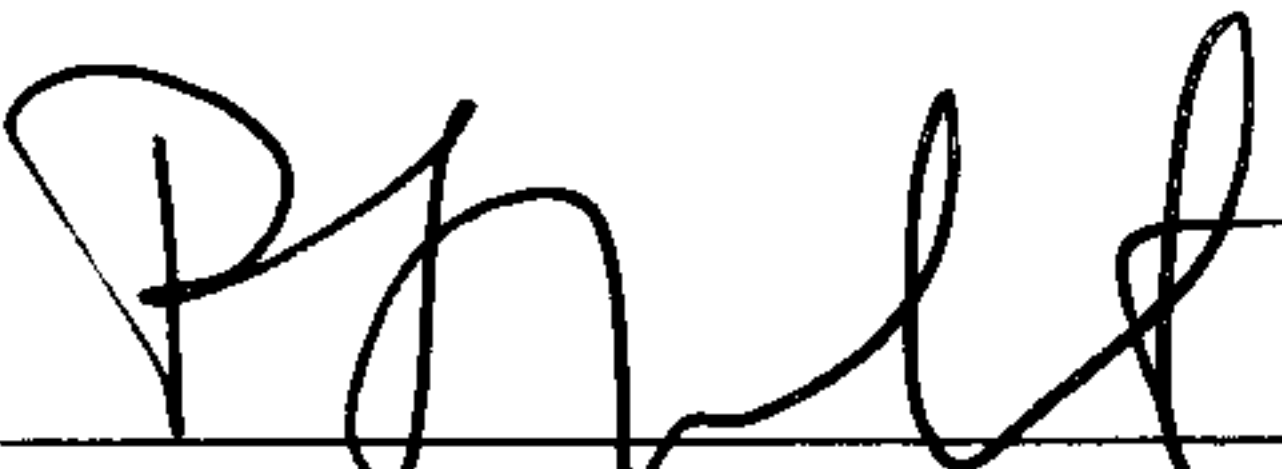

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TENANT:

PELHAM MEDICAL PROPERTIES, LLC

By: 

Print Name: Peter Westmeyer

Its: Authorized Signatory

Address:

c/o Kayne Anderson Real Estate Advisors IV, LLC
One Town Center Road, Suite 300
Boca Raton, FL 33486
Attention: Russell M. Reiter, Esq.

STATE OF IL:

COUNTY OF COOK:

Multi-State-Acknowledgment:

On January 20, 2016, before me, the undersigned officer, personally appeared Peter Westmeyer personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be an Authorized Signatory of **Pelham Medical Properties, LLC**, a Delaware limited liability company (the "Entity") and that as such authorized signatory, being duly sworn, and being authorized to do so pursuant to its limited liability company agreement or a consent of its member, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself / herself in his / her authorized capacity as such authorized signatory as his / her free and voluntary act and deed and the free and voluntary act and deed of the Entity. * Witness my hand and official seal.

~~[SIGNATURES CONTINUE ON FOLLOWING PAGES]~~



Notary Public My Commission Expires: 7/29/17

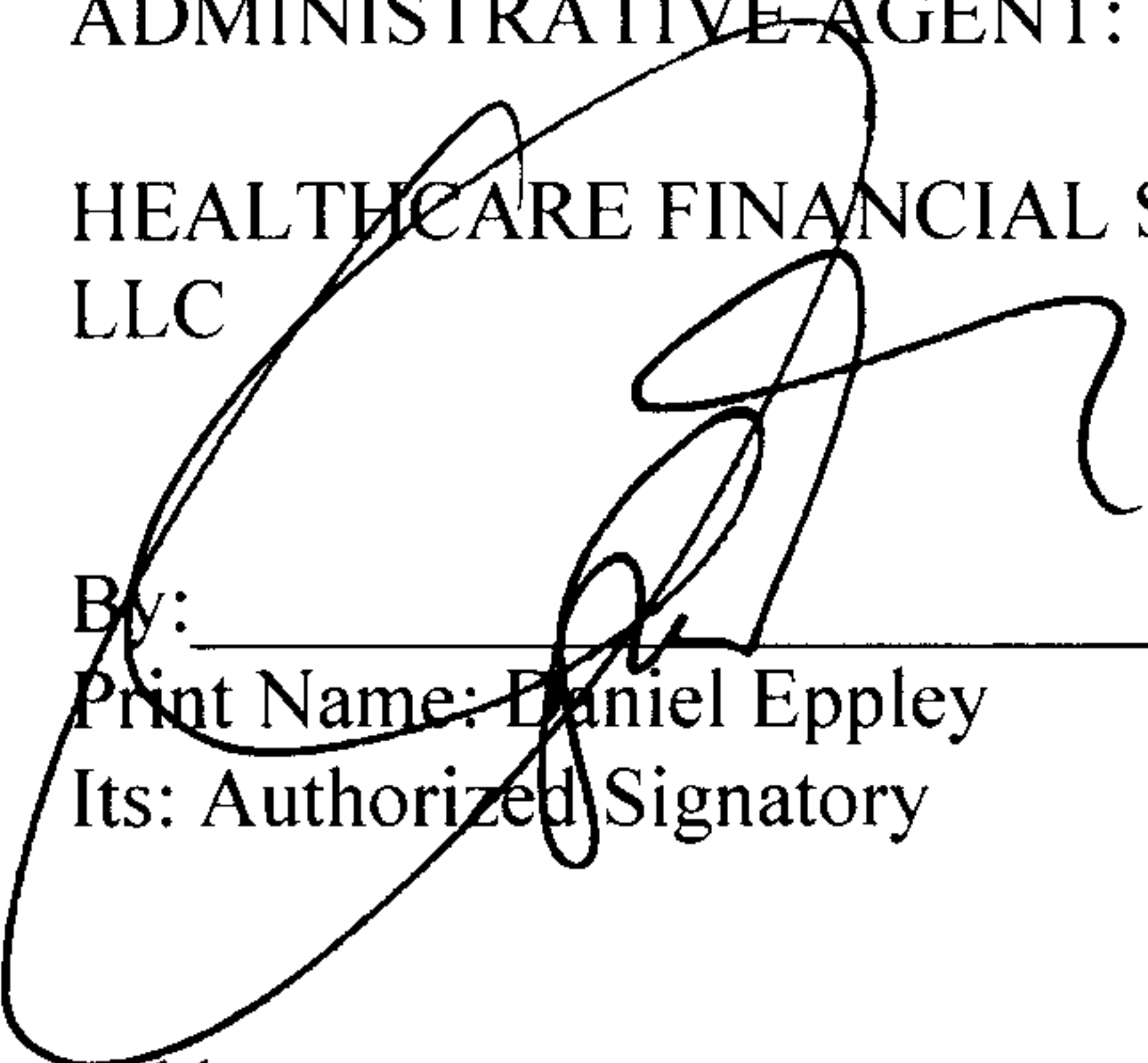


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ADMINISTRATIVE AGENT:

HEALTHCARE FINANCIAL SOLUTIONS,
LLC

By: 

Print Name: Daniel Eppley

Its: Authorized Signatory

Address:

Healthcare Financial Solutions, LLC

Loan No. _____

500 West Monroe Street

Chicago, Illinois 60661

Attn: James Seymour, Senior Managing
Director

State of ILLINOIS:

County of COOK:

On January 19, 2016, before me, the undersigned officer, personally appeared Daniel Eppley personally known and acknowledged himself to me (or proved to me on the basis of satisfactory evidence) to be an Authorized Signatory of **Healthcare Financial Solutions, LLC** (the "Entity") and that as such officer, being duly sworn, and being authorized to do so pursuant to its operating agreement or a resolution of its members or managers, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of the Entity. * Witness my hand and official seal.


Notary Public --- Commission expires 6 / 8 / 16

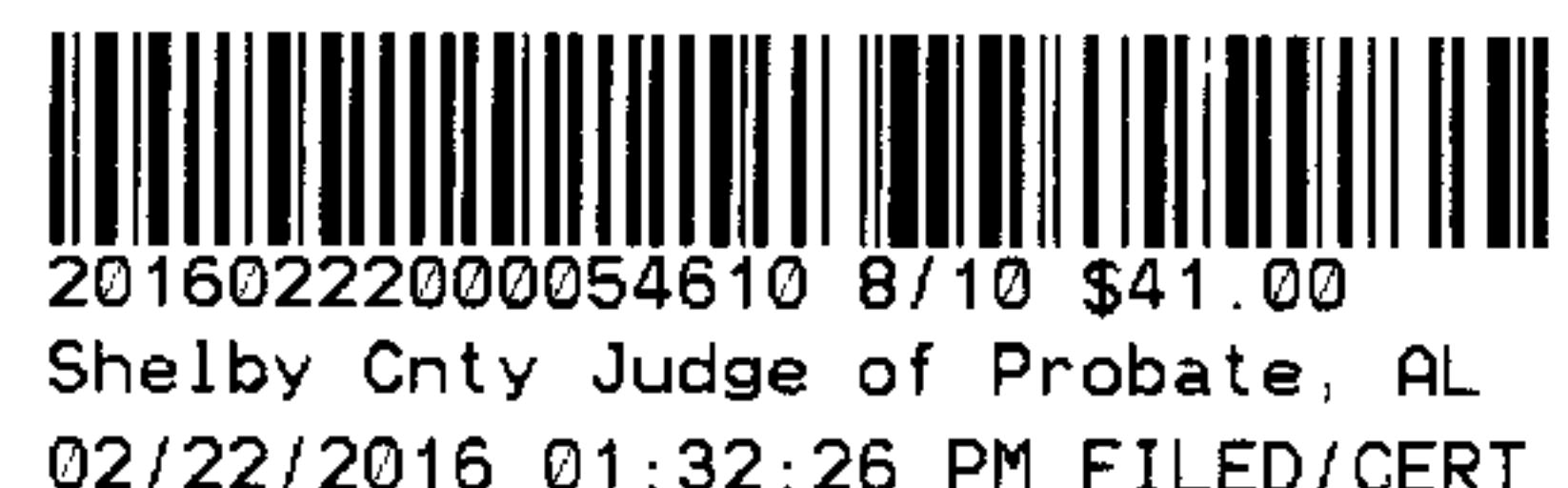
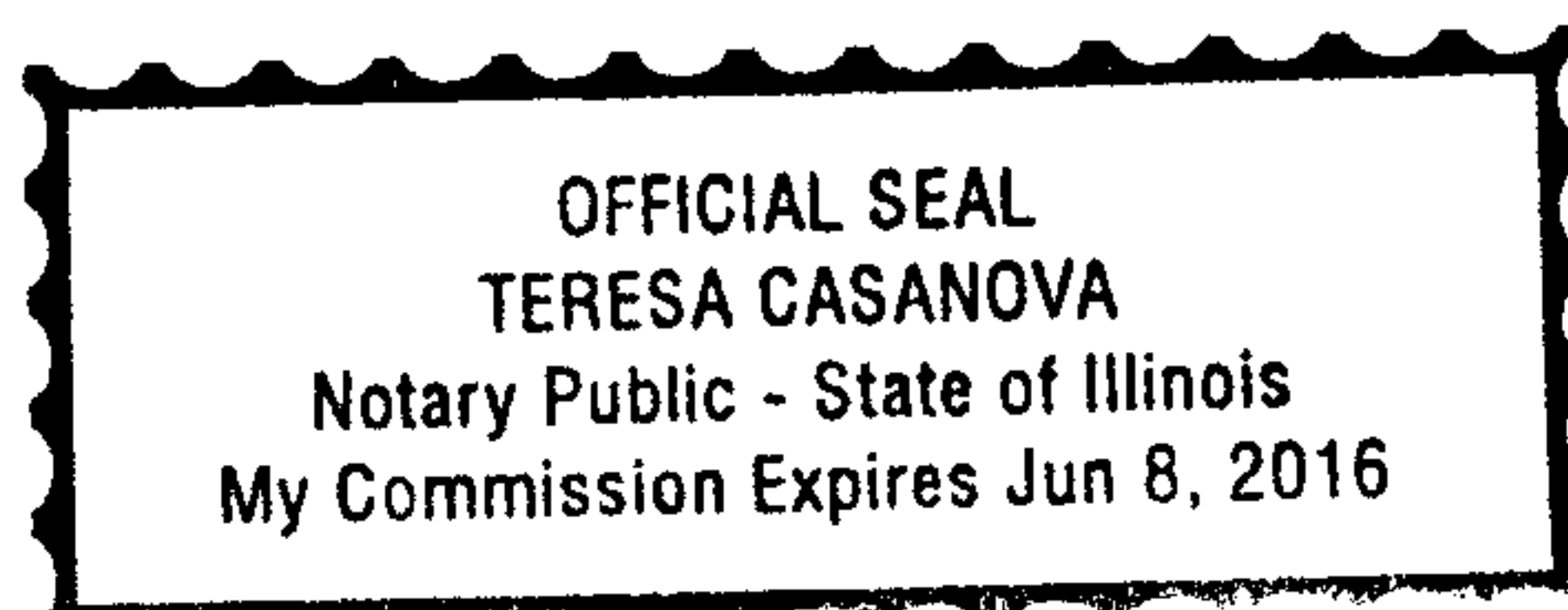


EXHIBIT A

PREMISES

[See Attached]



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A part of the SW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama more particularly described as follows: From the southwest corner of said SW 1/4 of the SW 1/4; thence S 89°53'33" E along the section line, 969.65 feet to a point on the easterly right of way line of U.S. Highway No. 31; thence N 12°00'06" W along said right of way line, 428.12 feet; thence leaving said right of way run N 89°58'10" E, 62.48 feet; thence N 00°01'50" W, 9.86 feet to the point of beginning; thence N 89°58'10" E, 190.50 feet; thence N 00°01'50" W, 95.50 feet; thence S 89°58'10" W, 116.04 feet; thence N 37°16'22" W, 17.85 feet; thence S 67°52'18" W, 89.88 feet; thence S 49°25'47" E, 25.85 feet; thence S 00°01'50" E, 59.07 feet to the point of beginning. Containing 0.43 acres more or less.
Subject to existing rights of way to public roads, utility lines, easements and restrictions of record, if any.



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