

*This instrument prepared by, and
after recording return to:*

Tom Ansley
Dentons
2311 Highland Avenue South
Birmingham, Alabama 35205
(205) 930-5300

SHARED SERVICES AND FACILITIES AGREEMENT

This SHARED SERVICES AND FACILITIES AGREEMENT (this “**Agreement**”), is made and entered into as of January 12, 2024 (the “**Effective Date**”), by and between **REGIONS BANK**, an Alabama state banking corporation (“**Regions**”), and **HCR/RW HWC1, LLC**, a Delaware limited liability company (“**OMF Owner**”).

RECITALS

WHEREAS, Regions is (or was) the owner of certain real property located at 250 Riverchase Parkway East, Hoover, Alabama 35244 and the improvements thereon, which is more particularly described as Lots 1 and 2 of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama (the “**Riverchase Property**”), which includes, among other things, the following parcels and improvements: (i) an office tower containing 257,088 rentable square feet (the “**North Tower**”), located on the parcel described on Exhibit A attached hereto (the “**North Tower Parcel**”), and as shown as the “North Building” on the Site Plan attached hereto as Exhibit B (the “**Site Plan**”); (ii) a building containing approximately 192,168 rentable square feet (the “**South Tower**”) located on the parcel described on Exhibit C attached hereto (the “**South Tower Parcel**”), and as shown as the “South Building” on the Site Plan; and (iii) an enclosed elevated pedestrian bridge connecting the North Tower and the South Tower (the “**Bridge**”), which is located primarily on the South Tower Parcel and is shown on the Site Plan;

WHEREAS, pursuant to the Amended and Restated Purchase and Sale Agreement dated as of even date herewith (the “**Purchase Agreement**”), between Regions and OMF Owner’s affiliate, HealthCare Resources, LLC, an Alabama limited liability company (“**HCR**”), Regions has agreed to sell (or has sold), and HCR and its affiliates have agreed to purchase (or have purchased), various portions of the Riverchase Property, including the purchase of the South Tower Parcel (which includes all or substantially all of the Bridge) by OMF Owner; and

WHEREAS, the South Tower Parcel and the North Tower Parcel are jointly served by the Shared Systems (as defined below) which are broadly integrated into the Campus (as defined below) as a whole, and the parties wish to provide for the continued control, operation, maintenance, repair, and replacement of all such Shared Systems upon the terms set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I – Definitions and Interpretive Standards

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

“**Affiliate**” means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with, or any general partner in, such specified Person. For the purposes of this definition, “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities or other beneficial interest, by contract or otherwise; and the terms “controlling” and “controlled” have the meanings correlative to the foregoing.

“**Buildings**” means, collectively, the North Tower, the South Tower, and the Bridge.

“**Campus**” means the North Tower Parcel and the South Tower Parcel, together with all Buildings and other physical improvements located thereon.

“**Capital Expenditures**” for any period shall mean amounts expended for replacements, alterations, improvements and substitutes to or for any System Components which are required to be capitalized in accordance with GAAP; *provided, however*, Capital Expenditures shall not include expenditures to replace System Components damaged or destroyed by casualty to the extent such expenditures (i) are actually reimbursed from proceeds of insurance, net of any applicable deductible or any costs incurred in recovering such proceeds, or (ii) would have been covered by insurance had Regions or OMF Owner maintained the insurance required hereunder, net of any applicable deductible.

“**Central Plant**” is defined in Exhibit D attached hereto.

“**Event of Force Majeure**” means an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, act of terrorism, sabotage, a general shortage of labor, equipment, materials or supplies in the open market, failure of transportation, strike, lock out, action of labor unions, condemnation, requisition, order of government or civil or military or naval authorities, unforeseen subsurface condition, pandemic or public health crisis, adverse weather condition not reasonably expected for the location of the Buildings and the time of year in question, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of, as applicable, Regions or

OMF Owner; provided inadequate funds shall never be considered an Event of Force Majeure.

“Governmental Authority” means any applicable federal, state, or local government or political subdivision thereof, or any Person exercising executive, legislative, judicial, regulatory, administrative, or quasi-governmental functions of or pertaining to government. For the avoidance of doubt, The Joint Commission and all other local, state, or national commissions, boards or committees establishing accreditation standards for the operation of healthcare or medical facilities shall be deemed Governmental Authorities.

“Governmental Requirements” means all applicable laws, ordinances, codes, rules, regulations, accreditation standards, orders, writs, injunctions, or decrees of any Governmental Authority.

“Interest Rate” means the sum of (i) the “Prime Rate” as reported in the Money Rates section of The Wall Street Journal, as adjusted from time to time, plus (ii) two percent (2.0%); *provided, however*, if said “Prime Rate” is no longer published by The Wall Street Journal, OMF Owner shall choose a comparable interest rate and the same shall be substituted for said “Prime Rate”.

“Minimum Operating Standard” means the minimum standard of timely performance to be employed in the operation, maintenance, repair, or replacement of the Shared Systems and System Components and the Bridge and the Cafeteria pursuant to this Agreement, which standard shall be (i) consistent with that employed in the operation, maintenance, repair, and replacement of first-class outpatient medical office, office, and surgery center properties of similar size in the Birmingham, Alabama, metropolitan area, (ii) substantially equal in quality and workmanship, as to both physical components and construction methods, to that used in the original construction of all Shared Systems and System Components and the Bridge and the Cafeteria as of the Effective Date, reasonable wear and tear and casualty excepted, and (iii) in material compliance with such Governmental Requirements as may from time to time be applicable thereto.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, and any federal, state, county or municipal government or any political subdivision thereof.

“Regions Proportionate Share” means the percentage determined by dividing the number of rentable square feet in the buildings and facilities located on the North Tower Parcel (excluding parking structures and loading docks) by the aggregate number of rentable square feet of the buildings and facilities located on the South Tower Parcel and the North Tower Parcel (excluding the Bridge, the parking structures, and loading docks). Accordingly, Regions Proportionate Share shall be 57% as of the Effective Date (i.e., 257,088 rentable square feet in the North Tower divided by 192,168 rentable square feet in the South Tower plus 257,088

rentable square feet in the North Tower). Notwithstanding the foregoing or anything to the contrary herein, in the event the amount of square footage of the buildings and facilities located on the South Tower Parcel or North Tower Parcel changes, Regions Proportionate Share shall be fairly and accurately adjusted.

“**Services**” means, collectively, the operation, maintenance, repair, and replacement services to be provided by OMF Owner pursuant to this Agreement with respect to Shared Systems serving the Campus.

“**Shared Systems**” has the meaning set forth in Section 2.1(a) below.

“**System Components**” means all materials, fixtures, equipment, and other tangible or intangible properties or assets which comprise or form a part of any Shared Systems, regardless of whether the same constitute real property or personal property under applicable law, and regardless of whether the same are owned by OMF Owner or by others.

“**Term**” means the period during which this Agreement shall be in effect, which shall commence on the Effective Date and shall end on the later to occur of (i) twenty (20) years following the Effective Date or (ii) the date there are no longer any Shared Systems shared between the North Tower Parcel and the South Tower Parcel.

Article II - Services to be Provided

2.1 Services.

(a) Description of Shared Systems. Exhibit D attached hereto describes certain systems that may be shared by the North Tower Parcel and the South Tower Parcel. As used in this Agreement, the defined term “**Shared Systems**” shall mean and refer only to those systems that are set forth on Exhibit D that the North Tower Parcel and the South Tower Parcel actually share. The Parties shall use good faith efforts to revise Exhibit D from time to time in order to reflect the Shared Systems that are actually shared by the North Tower Parcel and the South Tower Parcel.

(b) Service, Maintenance, and Repair of Shared Systems. Subject to the terms and conditions of this Agreement, during the Term, OMF Owner agrees to operate the Central Plant and cause the Shared Systems serving the North Tower Parcel and the South Tower Parcel to function and operate for their intended purposes on an ongoing and continuous basis, consistent with the Minimum Operating Standard. OMF Owner will promptly service, maintain, and repair all Shared Systems, including those located in the Central Plant or elsewhere on the North Tower Parcel, as necessary to keep the same in good operating condition and repair in accordance with the Minimum Operating Standard. Should any System Component become irreparably damaged, broken, or inoperable, OMF Owner will cause the same to be replaced with a System Component of like kind and quality to the extent necessary to maintain function consistent with the Minimum Operating Standard as herein set forth. Unless otherwise agreed in writing, the Services shall be

provided by OMF Owner 24 hours per day, 7 days per week, in accordance with the Minimum Operating Standard.

2.2 Access to North Tower Parcel; Nature of Agreements.

(a) Access Easement. Regions hereby grants to OMF Owner and its employees, agents, and contractors a perpetual, non-exclusive easement and right of access over, across, under, in, through, and to all areas of the North Tower Parcel for the purposes of delivering and performing the Services (the “**Access Easement**”). OMF Owner agrees that it shall use the Access Easement only for the purpose of discharging its obligation to provide the Services contemplated by this Agreement (and that it shall not materially and adversely affect the use and operation of and access to the North Tower Parcel), and not for any other use or purpose. Regions agrees that it shall in no manner unreasonably obstruct, hinder, or restrain OMF Owner from the full and unrestricted use of the Access Easement for the purposes set forth in this Agreement. To the extent that any System Component is located within an area of the North Tower Parcel which is locked, secured, or otherwise access restricted, Regions agrees to provide OMF Owner with access to such area upon request for the purposes contemplated by this Agreement.

(b) Covenants Run With the Land. OMF Owner and Regions acknowledge and agree the Access Easement and all other covenants and agreements set forth herein shall for all purposes constitute covenants running with the land, which shall be binding upon the North Tower Parcel and all Persons at any time claiming any right or interest therein for the express benefit of the South Tower Parcel.

(c) No Termination or Rejection. The Access Easement and all other covenants and agreements set forth herein shall be deemed interdependent agreements which are not susceptible to severance or termination and shall remain in full force and effect unless terminated with the written consent of the OMF Owner and Regions. In no event shall any Person have any right to terminate this Agreement based on any default hereunder, or to reject this Agreement in any bankruptcy or other insolvency proceeding, it being the intention of the parties that the entirety of this Agreement shall remain in full force and effect for the benefit of the Campus as a whole. OMF Owner and Regions, for themselves and all those claiming by, through, or under them, hereby absolutely and prospectively waive any and all rights of rejection or termination of this Agreement afforded by any Governmental Requirement.

(d) HIPAA Compliance. OMF Owner acknowledges that certain tenants of the South Tower may be engaged in regulated healthcare activities which impose duties of privacy and confidentiality under applicable Governmental Requirements, including, without limitation, the Healthcare Insurance Portability and Accountability Act (“HIPAA”). Accordingly, OMF Owner hereby agrees that it shall exercise all rights of entry under the Access Easement with due regard for the privacy and confidentiality of protected health information under HIPAA. Except in cases of emergency, OMF Owner shall not enter areas of the South Tower where protected health information is stored or in open use unless escorted by a representative of OMF Owner.

(e) Central Plant. Regions acknowledges and agrees that (i) it is the owner of the Central Plant, and (ii) it will not in any manner unreasonably restrict, prohibit, hinder, delay, or

interfere with OMF Owner's use and operation of the Central Plant for the provision of Services. Regions represents and warrants to OMF Owner that, as of the Effective Date, the Central Plant has been operated and maintained in accordance with industry standards, is in good condition and repair, and is fully functional for its intended purposes.

2.3 Provision of Services. Regions and OMF Owner shall cooperate reasonably with one another to determine how best to provide the Services in an efficient and cost-effective manner for the benefit of the Campus as a whole and all Buildings thereon. The parties acknowledge and agree the Services may be provided through the deployment of OMF Owner personnel or through qualified third-party contractors, all as OMF Owner may reasonably determine, consistent with the Minimum Operating Standard.

2.4 Permits and Licenses. OMF Owner shall be solely responsible for obtaining, in its own name or in Regions' name, as applicable, all licenses, permits, approvals, and accreditations required by Governmental Authorities or otherwise deemed necessary by OMF Owner with respect to the Shared Systems and the provision of Services generally. Regions shall reasonably cooperate with OMF Owner, at no cost or expense to Regions (except as otherwise expressly provided herein), in connection with all applications, inspections, reports, or other matters requested by OMF Owner in order to obtain and maintain all such licenses, permits, approvals, and accreditations with respect to the Shared Systems and System Components comprising a part of the South Tower Parcel.

2.5 Compliance with Regulations. In connection with its provision of the Services, OMF Owner shall comply with Governmental Requirements in all material respects; provided (i) OMF Owner shall have the right to contest the enforcement or attempted enforcement of any Governmental Requirements, and (ii) OMF Owner shall not be deemed to have breached this Agreement as a result of its failure to comply with any Governmental Requirements until a final and unappealable court order against OMF Owner has been entered enforcing the same and the period of time reasonably necessary to effect compliance therewith has passed.

2.6 Alterations.

(a) Unless the written consent of Regions has first been obtained (which consent shall not be unreasonably withheld, conditioned, or delayed), OMF Owner shall not (i) make any alterations, additions or improvements to any Shared Systems or System Components, or (ii) make any alterations, additions or improvements to the South Tower Parcel which increase the demands on the Shared Systems or require any upgrade, alteration, or replacement of any Shared Systems, unless the cost thereof is borne solely by OMF Owner.

(b) Unless the written consent of OMF Owner has first been obtained (which consent shall not be unreasonably withheld, conditioned, or delayed), Regions shall not (i) make any alterations, additions or improvements to any Shared Systems or System Components, or (ii) make any alterations, additions or improvements to the North Tower Parcel which increase the demands on the Shared Systems or require any upgrade, alteration, or replacement of any Shared Systems, unless the cost thereof is borne solely by Regions.

(c) OMF Owner shall have the right to make alterations, additions, improvements, replacements, and upgrades to all Shared Systems or System Components which OMF Owner, in the exercise of its reasonable discretion, deems necessary to maintain compliance with the Minimum Operating Standard or otherwise to comply with the terms of this Agreement or any other agreement with any other Person having an interest in the Campus; provided, however, that the costs associated with any such alterations, additions, improvements, replacements, or upgrades that are necessitated by the redevelopment of or alterations to the South Tower Parcel or the proposed medical office use of the South Tower Parcel shall be borne solely by OMF Owner, and the costs associated with any such alterations, additions, improvements, replacements, or upgrades that are necessitated by the redevelopment of or alterations to the North Tower Parcel shall be borne solely by Regions. Nothing in this Agreement shall be deemed to prevent either Regions or OMF Owner from constructing new buildings or facilities on the Campus, or from altering or renovating existing buildings or facilities, and in each instance extending the Shared Systems to serve such new or renovated buildings or facilities, subject in each instance to appropriate recalculation of Regions Proportionate Share and the other terms and conditions of this Agreement and any other agreement to which Regions and OMF Owner are parties.

2.7 Notification of Defects. Regions will promptly notify OMF Owner if it becomes aware of any defect, deficiency, malfunction, inoperability, violation, or non-compliance with the Minimum Operating Standard or other problem with any Shared Systems or System Component located on or serving the North Tower Parcel. OMF Owner shall use reasonable efforts and diligence to perform any maintenance, repairs, or replacements required to remedy such matter, so long as such repairs, maintenance and replacements are the responsibility of OMF Owner under this Agreement.

2.8 Scheduling.

(a) Should any maintenance, repairs, or replacements requiring entry upon the North Tower Parcel be required on an emergency basis, OMF Owner will endeavor to provide real-time notification thereof to Regions, but such notification shall not be a prerequisite to the taking by OMF Owner of any action which it reasonably deems necessary to respond to such emergency. Regions agrees to establish such emergency communication and access protocols as OMF Owner may reasonably request to assure any response by OMF Owner to an emergency is not unreasonably hindered or delayed.

(b) OMF Owner will obtain prior written approval from Regions of the scheduling of any non-emergency maintenance, repairs, or replacements requiring entry upon the North Tower Parcel, which approval shall not be unreasonably withheld, qualified or delayed; *provided, however*, Regions and OMF Owner agree to endeavor to schedule the same during non-business hours, in order to minimize interference with the operation of the North Tower Parcel, so long as it does not materially increase the cost of the maintenance, repairs, or replacements. Regions shall be deemed to have approved the schedule for any non-emergency maintenance, repairs, or replacements, unless it notifies OMF Owner, in writing, that it objects to such schedule within ten (10) days after its receipt of written notice of such schedule.

2.9 Advances in Technology. The parties acknowledge it is likely over the Term of this Agreement that, due to advances in technology, new methods for providing the Services may be developed or new Shared Systems might be required to maintain compliance with Minimum Operating Standards. Regions and OMF Owner agree to negotiate in good faith toward amending this Agreement to accommodate new methods of providing the Services and the provision of new services, if the parties deem that such new services can be provided most efficiently on a Campus-wide basis.

2.10 Bridge and Cafeteria Services – Regions Control Period. As of the Effective Date, a cafeteria area (the “Cafeteria”) servicing occupants and visitors of the North Tower and the South Tower is located in the Bridge. During the first eighteen (18) months of the Term (the “Regions Control Period”), Regions will do the following: (i) operate and manage the Cafeteria through the Vendor (as hereinafter defined) (or substantially similar vendor) for the benefit of the owners, occupants, and guests of the North Tower and the South Tower fully fixtured, stocked, and staffed as a cafeteria serving breakfast and lunch food service, and (ii) pay the vendor (the “Vendor”) providing food and other services for the Cafeteria pursuant to the vendor agreement to which Regions is a party (the “Cafeteria Vendor Agreement”) an amount that is necessary to cover all subsidies and incentives associated with the operation of the Cafeteria that are owed to the Vendor under the Cafeteria Vendor Agreement. Notwithstanding the foregoing or anything to the contrary herein, Regions shall be responsible only for the operation of the Cafeteria through the Vendor during the Regions Control Period, and Regions shall have no obligation for the maintenance or repair of the Cafeteria or of the payment of any costs and expenses associated with the Cafeteria during the Regions Control Period, except for the aforementioned subsidies and incentives. During and after the expiration of the Regions Control Period, OMF Owner shall keep and maintain the Bridge and the Cafeteria (including, without limitation, the trash compactor associated therewith) in a good, clean, sanitary, and operating condition and in good repair and in compliance with the Minimum Operating Standard.

2.11 Bridge and Cafeteria Services – Following Regions Control Period. Following the expiration of the Regions Control Period, OMF Owner will do the following: (i) operate and manage the Cafeteria for the benefit of the owners, occupants, and guests of the North Tower and the South Tower fully fixtured, stocked, and staffed as a cafeteria serving breakfast and lunch food service in a manner substantially the same as the operation of the Cafeteria at the end of the Regions Control Period, (ii) keep the Vendor providing food and other services for the Cafeteria, or such other vendor for such services as may be reasonably acceptable to Regions; and (iii) keep and maintain the Bridge and the Cafeteria (including, without limitation, the trash compactor associated therewith) in a good, clean, sanitary, and operating condition and in good repair and in compliance with the Minimum Operating Standard and will continue to pay the subsidies and incentives that are in place during the Regions Control Period (which subsidies and incentives shall continue after the Regions Control Period).

2.12 Bridge and Cafeteria Operations. The Cafeteria shall throughout the Term (A) remain in operation, subject to condemnation, damage by fire or other unavoidable casualty, and Event of Force Majeure, and (B) provide breakfast and lunch food service at a level comparable to that provided as of the Effective Date. Regions’ employees shall have the same rights to use the Cafeteria as provided by OMF Owner to other tenants and visitors of the South Tower and shall

pay the same (or lower, as reasonably requested by Regions) prices as all other patrons. OMF Owner agrees that Regions shall be entitled to reserve some or all of the Cafeteria for Regions' exclusive use from time-to-time in a manner that does not materially interfere with operations of the Cafeteria to hold meetings with employees or for other business purposes, and Regions will pay to OMF Owner the customary schedule of charges (if any) for such use which are otherwise payable by other users of the Cafeteria. OMF Owner shall provide Regions at least annually annual financial statements of the Cafeteria. Any net income or rent received by OMF Owner arising from the operation of the Cafeteria or Bridge shall be split evenly (50/50) with Regions. OMF Owner shall not interfere with (or permit to be interfered with) the operation of the Cafeteria.

Article III - Payment for Services

3.1 Charges for the Provision of Services. It is the intention of Regions and OMF Owner that all costs and expenses incurred by OMF Owner in operating, maintaining, repairing, and replacing the Shared Systems throughout the Campus and otherwise providing the Services be fairly allocated to all users of such Shared Systems and the Services. Such costs and expenses shall include, without limitation, the cost of materials, parts, equipment, and utilities (collectively, "**Charges**"). Regions hereby covenants and agrees to pay, or to reimburse OMF Owner for the payment of, all Charges that are allocable to the North Tower Parcel in accordance with the terms of this Agreement.

3.2 Exclusive Charges. The parties acknowledge and agree that the cost of operating, maintaining, repairing and replacing all System Components which exclusively serve the North Tower Parcel or the South Tower Parcel shall, notwithstanding their connection to Shared Systems, be allocated exclusively to the North Tower Parcel or the South Tower Parcel, as applicable. The parties further agree that all costs of maintaining, repairing and replacing any System Components which are necessitated by any alterations to the North Tower Parcel or the South Tower Parcel after the Effective Date shall be borne exclusively by the North Tower Parcel or the South Tower Parcel, as applicable.

3.3 Shared Charges. Regions shall reimburse OMF Owner for Regions Proportionate Share of Charges, including Capital Expenditures, which (i) have been reasonably determined by OMF Owner to be shared Charges which should be proportionately allocated to all users of the Shared Systems as a cost of operating the Shared Systems throughout the Campus on an integrated basis, and (ii) are not related to the maintenance, repair, or replacement of a System Component which exclusively serves the South Tower Parcel. Notwithstanding the foregoing, if OMF Owner shall reasonably determine that in any particular instance the allocation of such shared Charges by reference to Regions Proportionate Share would result in an unfair or inequitable allocation to Regions, OMF Owner, or any other Person, then OMF Owner shall have the right to adopt an alternative allocation methodology with respect to such Charges which, in the reasonable judgment of OMF Owner, results in an equitable allocation of such Charges. Moreover, for purposes of calculating Regions Proportionate Share of Charges, in the event OMF Owner incurs any Capital Expenditure, OMF Owner shall amortize any such Capital Expenditure using a commercially reasonable interest rate over the useful economic life of the item in question as determined using generally accepted accounting principles, and shall be entitled to recover the unamortized balance upon any termination of this Agreement.

3.4 Charges Incurred by Regions and Utilities. In the event Regions incurs any costs which should be allocated to all users of the Shared Systems, Regions shall submit invoices for such costs to OMF Owner, in which case OMF Owner will reimburse Regions the foregoing costs less Regions Proportionate Share of such costs. Regions shall also have the right to offset against Regions Proportionate Share of Charges forty three percent (43%) (as may be adjusted from time to time to the extent Regions Proportionate Share is adjusted in accordance with the terms hereof) of any and all charges that Regions reasonably and fairly estimates for utilities used on or arising from the operation of the Central Plant and any other Shared Systems that Regions pays directly to the applicable utility provider.

3.5 Administrative Fee. OMF Owner shall be entitled to collect from Regions, as an additional Charge, an administrative fee equal to five percent (5%) of the amount of all Charges otherwise payable by Regions hereunder.

3.6 Labor Rate. The cost of the labor provided by the OMF Owner maintenance staff in connection with any maintenance, repair, or replacement work shall be determined by multiplying (i) the number of hours spent to perform such work, by (ii) an hourly rate reasonably determined by OMF Owner, not to exceed the labor rate that would have been charged had such work been performed by a qualified third-party vendor.

3.7 Estimated Payments; Reconciliation; Invoicing.

(a) As soon as reasonably practicable after the Effective Date, and from time to time thereafter as OMF Owner may elect, but no less than once per calendar year, OMF Owner shall provide to Regions an estimate of the aggregate Charges that OMF Owner reasonably expects Regions to incur during each calendar year (annualized for any partial year) of the Term (the “**Annual Estimate**”). On the first (1st) day of each calendar month during the Term, Regions shall pay to OMF Owner an amount equal to one twelfth (1/12) of the Annual Estimate (the “**Monthly Estimated Payment**”). Within one hundred twenty (120) days after the end of each calendar year, OMF Owner shall deliver to Regions a statement in reasonable detail showing (i) all Charges actually incurred during such calendar year, and (ii) the calculation of Charges payable by Regions in accordance with the terms of this Agreement for such calendar year, and (iii) the aggregate amount of all Monthly Estimated Payments received by OMF Owner during such calendar year, and (iv) the positive or negative difference between the aggregate Charges payable by Regions for such calendar year and the aggregate Monthly Estimated Payments received by OMF Owner during such calendar year. Regions agrees to remit any under-payment of Charges to OMF Owner within thirty (30) days after receipt of the annual statement from OMF Owner. If Regions’ estimated payments exceed the Charges payable by Regions, then the excess shall be refunded to Regions within thirty (30) days after delivery of the annual statement from OMF Owner. Regions acknowledges and agrees that neither the Annual Estimate nor the payment by Regions of Monthly Estimated Payments shall be deemed to limit, cap, or otherwise control in any manner the Charges for which Regions is responsible under this Agreement.

(b) Notwithstanding the payment of Monthly Estimated Payments by Regions, OMF Owner shall be entitled periodically to submit invoices to Regions for Charges incurred by OMF

Owner but not included in the current Annual Estimate, which invoices shall be accompanied by an explanation of such Charges in reasonable detail. Regions agrees to pay such invoices within thirty (30) days after its receipt thereof in addition to, and not in lieu of, the Monthly Estimated Payments.

(c) Except as otherwise expressly provided herein, Regions shall pay all amounts it owes hereunder without further demand, notice, set-off, or deduction. Any sum not paid by Regions within thirty (30) days after the due date thereof shall bear simple interest from the date originally due until the date paid in full at a per annum rate equal to the Interest Rate.

3.8. Records. OMF Owner shall keep full and detailed records dealing with all aspects of the Services performed by it hereunder and (i) provide access to the records to Regions at all reasonable times and (ii) maintain the records in accordance with good record management practices and with at least the same degree of completeness and care as it maintains for its other similar business interests.

3.9 Audit Rights. Regions shall have the right to inspect the books and records used by OMF Owner in calculating Charges for Services and Capital Expenditures during each calendar year for a period of one hundred twenty (120) days following Regions' receipt of the statement contemplated in Section 3.7(a) hereof during regular business hours after having given OMF Owner written notice at least ten (10) days prior thereto; *provided, however*, Regions shall make all payments of Charges without delay. Unless Regions shall take written exception to the Charges during any calendar year within one hundred twenty (120) days after Regions' receipt of the statement contemplated in Section 3.7(a) hereof, the same shall be final and binding upon OMF Owner. If it is determined that OMF Owner overstated the total Charges for any year by five percent (5%) or more, then OMF Owner shall pay the reasonable expenses incurred by Regions in inspecting the books and records of OMF Owner, including the reasonable fees of a certified public accountant retained by Regions for such purpose, if any. If any such inspection by Regions discloses that the Charges were overstated or understated for the prior calendar year, then Regions shall pay the amount of the understatement to OMF Owner or OMF Owner shall pay the amount of the overstatement to Regions within thirty (30) days of the final determination.

Article IV – Insurance

4.1 Regions Insurance.

(a) Regions shall at all times keep in full force and effect (i) property and casualty insurance in an amount equal to the full replacement cost (without taking into account depreciation) of all Shared Systems and System Components located on the North Tower Parcel, and (ii) commercial general liability insurance having limits of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate, with \$10,000,000 in excess coverage. Such insurance shall be issued by such companies and written on such forms as Regions customarily requires in the exercise of its commercially reasonable discretion with respect to the North Tower Parcel generally.

(b) In lieu of carrying all or any portion of the insurance required under this Section 4.1, Regions may elect to self-insure against the risks that would be covered thereby; provided (i) Regions shall be responsible for damages, claims, losses, and liabilities arising from risks against which Regions is electing to self-insure to the same extent that a third party insurance company would be responsible had it insured those risks under a policy issued on the then most current ISO Form (or its successor) that satisfies the applicable requirements of this Section 4.1, and (ii) Regions may only self-insure against such risks if Regions' net worth equals or exceeds Fifty Million and No/100 Dollars (\$50,000,000.00) or if Regions participates in an intercompany self-insurance program with its Affiliates and the aggregate net worth of Regions and such Affiliates equals or exceeds Fifty Million and No/100 Dollars (\$50,000,000.00).

4.2 OMF Owner's Insurance. OMF Owner shall at all times keep in full force and effect (i) property and casualty insurance in an amount equal to the full replacement cost (without taking into account depreciation) of the Bridge and all Shared Systems and System Components located on the South Tower Parcel and (ii) commercial general liability insurance having limits of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate, with \$10,000,000 in excess coverage. Such insurance shall be issued by such companies and written on such forms as OMF Owner customarily requires in the exercise of its commercially reasonable discretion with respect to the South Tower Parcel generally.

4.3 Evidence of Insurance. Each party will provide to the other upon request a certificate evidencing that the insurance coverage required hereunder is in full force and effect.

4.4 Mutual Waiver of Subrogation Rights. OMF Owner and Regions shall each require that all policies of insurance carried by each of them covering their respective interests in any property in, on, and about the Campus contain or be endorsed with a provision by which the insurer shall waive its right of subrogation against Regions and OMF Owner. OMF Owner shall not be liable to Regions for any insurable damage to the North Tower Parcel or any of Regions' property in or about the North Tower Parcel regardless of cause, and Regions hereby releases OMF Owner from any such liability. Regions shall not be liable to OMF Owner for any insurable damage to the South Tower Parcel or any of OMF Owner's property in or about the South Tower Parcel regardless of the cause, and OMF Owner hereby releases Regions from any such liability. These mutual liability limits and releases shall be applicable and in force only with respect to loss or damage actually covered by the releasing party's insurance (or the deductible thereunder) or which would have been covered had the releasing party maintained the insurance coverage required to be maintained by it pursuant to this Agreement and shall not apply to the extent the same adversely affect or impair any such insurance policy or the right of the releasing party to recover thereunder. Regions and OMF Owner each hereby agree to use reasonable efforts to cause their respective policies to contain such clause or endorsement providing that the mutual liability limits and releases contained in this Section 4.4 shall not impair recovery thereunder, and to expressly advise the other if such clause or endorsement is not obtained.

4.5 Restoration. If the Bridge or the Shared Systems located within the South Tower Parcel shall at any time be damaged by a casualty loss, then OMF Owner agrees that the Bridge and such Shared Systems shall be promptly restored by OMF Owner pursuant to plans and specifications reasonably approved by Regions, and in full compliance with all Governmental

Requirements. All costs of restoring the Bridge and such Shared Systems located within the South Tower Parcel shall be borne exclusively by OMF Owner, whether or not the proceeds of casualty insurance are available or adequate to cover the same. Notwithstanding the foregoing, Regions hereby reserves the right and option to undertake any restoration within the South Tower Parcel which, in the reasonable determination of Regions, is necessary for the continued use and functionality of the Bridge and the Shared Systems serving other portions of the Campus, the Charges associated with which shall be borne exclusively by OMF Owner.

If the Shared Systems located within the North Tower Parcel shall at any time be damaged by a casualty loss, then Regions agrees that such Shared Systems shall be promptly restored by Regions pursuant to plans and specifications reasonably approved by OMF Owner, and in full compliance with all Governmental Requirements. All costs of restoring such Shared Systems located within the North Tower Parcel shall be borne exclusively by Regions, whether or not the proceeds of casualty insurance are available or adequate to cover the same. Notwithstanding the foregoing, OMF Owner hereby reserves the right and option to undertake any restoration within the North Tower Parcel which, in the reasonable determination of OMF Owner, is necessary for the continued use and functionality of the Shared Systems serving other portions of the Campus, the Charges associated with which shall be borne exclusively by Regions.

Article V – Limitations; Waivers; Indemnification

5.1 Certain Limitations.

(a) Regions acknowledges and agrees that the obligations of OMF Owner under this Agreement shall at all times be subject to the effect of Events of Force Majeure. Under no circumstance will OMF Owner be accountable for any interruption or delay in the provision of the Services arising as a result of any Event of Force Majeure.

(b) Regions acknowledges that OMF Owner's ability to provide the Services may be dependent in part upon the continued provision of certain utility services (the "**Necessary Utility Services**") from third-party private, public, or quasi-public utility providers ("**Third-Party Providers**"). Therefore, notwithstanding any provision herein to the contrary, OMF Owner shall in no event be liable to Regions for failing to provide the Services for so long as, through no willful fault of OMF Owner, such Third-Party Providers fail to provide the Necessary Utility Services. In no event shall OMF Owner be obligated to perform any maintenance, repairs or replacements which are the responsibility of any Third-Party Provider.

(c) Regions acknowledges that the provision of Services in the ordinary course and consistent with good practice may result in the need for alteration of, or may result in damage to, elements of the North Tower Parcel which do not constitute System Components. Although OMF Owner may from time to time include *de minimis* repairs to the North Tower Parcel as a part of the Services, Regions acknowledges and agrees that OMF Owner shall be under no obligation to repair or replace any portion of the north Tower Parcel which is damaged by, or which must be altered in connection with, the operation, maintenance, repair, and replacement of the /system Components locate on the North Tower Parcel. In such event, Regions shall promptly perform any such repair, replacement, or alteration. Under no circumstance shall this Agreement be

construed to impose upon OMF Owner any duty or obligation with respect to the maintenance, repair, replacement, or alteration of any portion of the North Tower Parcel other than the System Components located therein.

(d) Regions acknowledges and agrees that OMF Owner will not be considered a public or private utility company as a result of its provision of the Services, and Regions shall not take any position or make any assertion to the contrary.

5.2 Waiver of Claims by Regions. Except for claims arising as a result of the negligence or willful misconduct by OMF Owner including, without limitation, claims arising due to OMF Owner's negligent or willful failure to diligently provide the Services or perform any repairs, maintenance, or replacements that are its obligation under this Agreement (after giving effect to applicable notice and cure periods), Regions hereby expressly waives and releases all claims it may at any time have against OMF Owner, its Affiliates or their respective agents, employees, contractors, or representatives on account of any death, personal injury, property damage, or other losses which Regions suffers as a result of: (i) any interruption of or failure to provide the Services; (ii) any defect (latent or patent) in any Shared Systems or System Component; or (iii) the failure of any Shared Systems or System Component, including, without limitation, the bursting, breaking, leaking, or running of any valve, pipe, tank, line, or drain.

5.3 Indemnity for Third Party Claims.

(a) Except for claims arising as a result of the negligence or willful misconduct by OMF Owner including, without limitation, claims arising due to OMF Owner's negligent or willful failure to diligently provide the Services or perform any repairs, maintenance or replacements that are its obligation under this Agreement (after giving effect to applicable notice and cure periods), Regions hereby agrees to defend, indemnify, and hold OMF Owner and its Affiliates and their respective agents, employees, contractors, and representatives (each, an "**OMF Indemnified Person**"), harmless from and against all claims, demands, causes of action, lawsuits or other proceedings, and all fines, fees, losses, costs, expenses, or other damages, at any time asserted against any OMF Indemnified Person in connection with any death, personal injury, property damage, or other loss occurring on or about the North Tower Parcel.

(b) Except for claims arising as a result of the negligence or willful misconduct by Regions, OMF Owner hereby agrees to defend, indemnify, and hold Regions and its Affiliates and their respective agents, employees, contractors, and representatives (each, a "**Regions Indemnified Person**"), harmless from and against all claims, demands, causes of action, lawsuits or other proceedings, and all fines, fees, losses, costs, expenses, or other damages, at any time asserted against any Regions Indemnified Person in connection with any death, personal injury, property damage, or other loss occurring on or about the South Tower Parcel.

Article VI - Default and Remedies

6.1 Default by Regions.

(a) Upon the occurrence of a Default by Regions (as defined below), OMF Owner may, in OMF Owner's sole and exclusive discretion, pursue the enforcement of this Agreement through all such rights and remedies as may be available to it at law or in equity including, without limitation, specific performance or injunctive relief. OMF Owner's exercise of any particular right or remedy shall not be deemed a waiver of any other right or remedy or to preclude the exercise of any other right or remedy. No failure by OMF Owner in exercising any right or remedy shall constitute a waiver of such right or remedy or any other right or remedy. All such rights and remedies shall be cumulative and may be exercised successively or concurrently. In furtherance of the foregoing, any claim of OMF Owner for payment or reimbursement, together with interest accrued thereon and reasonable collection costs, shall be assessed against Regions in favor of OMF Owner and shall constitute and be secured by a lien on the North Tower Parcel and any and all improvements located thereon. The lien shall attach from the date a claim or notice of lien is recorded in the applicable public records and may be enforced in any manner allowed by law, including, but not limited to, by suit in the nature of an action to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State of Alabama. The amount of interest to be paid shall be calculated upon the sum due from the time due until the time paid at the Interest Rate. Any lien referenced above shall be subordinate to any first mortgage lien filed on the North Tower Parcel.

(b) For purposes hereof, each of the following shall constitute a **"Default by Regions"**: (i) Regions shall fail to make payment, when and as due, of any sum of money required by the terms of this Agreement to be paid to OMF Owner and such default continues for a period of ten (10) days after written notice thereof from OMF Owner to Regions; (ii) Regions shall fail to honor the Access Easement or shall otherwise in any manner unreasonably restrict, prohibit, hinder, delay, or interfere with OMF Owner's provision of Services to the North Tower Parcel; or (iii) Regions shall be in default of any provisions under this Agreement (other than those described in clauses (i) and (ii) above), and such default continues for a period of thirty (30) days after written notice thereof from OMF Owner to Regions.

6.2 Default by OMF Owner.

(a) Upon the occurrence of a Default by OMF Owner (as defined below), Regions may, in its sole and exclusive discretion, pursue the enforcement of this Agreement through all such rights and remedies as may be available to it at law or in equity including, without limitation, specific performance or injunctive relief. Regions' exercise of any particular right or remedy shall not be deemed a waiver of any other right or remedy or to preclude the exercise of any other right or remedy. No failure by Regions in exercising any right or remedy shall constitute a waiver of such right or remedy or any other right or remedy. All such rights and remedies shall be cumulative and may be exercised successively or concurrently.

(b) For purposes hereof, each of the following shall constitute a **"Default by OMF Owner"**: (i) OMF Owner shall fail to make payment, when and as due, of any sum of money required by the terms of this Agreement to be paid to Regions and such default continues for a period of ten (10) days after written notice thereof from Regions to OMF Owner; (ii) OMF Owner shall fail to provide any Services to the North Tower Parcel under circumstances not otherwise excused by the terms of this Agreement, which failures prevents tenants, owners, or operators of

the North Tower from conducting business in the ordinary course, puts the North Tower Parcel in jeopardy of any fines, fees, penalties, or sanctions under Governmental Requirements, or could reasonably be expected to result in the suspension or loss of any permits or licenses issued by any Governmental Authority; or (iii) OMF Owner shall be in default of any provisions under this Agreement (other than those described in clauses (i) and (ii) above), and such default continues for a period of thirty (30) days after written notice thereof from Regions to OMF Owner.

(c) In addition to and not in lieu of all other rights and remedies to which Regions might be entitled, upon the occurrence of a Default by OMF Owner under subsection (b)(ii) above, Regions shall have the right directly to procure, obtain or perform, any Services to the extent reasonably necessary to avoid any materially adverse consequences arising from such failure. The cost of such Services directly procured, obtained, or performed by Regions shall be allocated to OMF Owner or Regions as otherwise provided by this Agreement; *provided, however*, any excess costs over and above those that would have been incurred in the absence of such Default by OMF Owner will be borne solely by OMF Owner.

6.3 Mitigation. OMF Owner and Regions agree to endeavor, in good faith, to mitigate any damages they suffer as a result of the other party's breach of this Agreement.

6.4 Waiver of Damages; No Termination. Notwithstanding anything to the contrary, in no event shall either party be liable for indirect, consequential, exemplary, or punitive damages as a result of its breach of this Agreement, and in no event shall either party have any right to terminate this Agreement based on the other party's default hereunder, it being the intention of the parties that this Agreement at all times remain in full force and effect for the benefit of the Campus.

6.5 OMF Owner Mortgage Lender Protection. If Regions is notified of the name and address of the holder of any mortgage, deed of trust, deed to secure debt, financing statement or other similar encumbrance affecting all or any portion of the South Tower Parcel (a "**OMF Mortgagee**"), Regions agrees it will send the OMF Mortgagee a copy of all notices related to this Agreement that it sends to OMF Owner, by U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service, including, but not limited to, default notices. Regions shall not terminate this Agreement, unless and until Regions notifies any existing OMF Mortgagee of such default, in writing, and such OMF Mortgagee fails to cure the default within a period of time reasonable in the circumstances. Regions shall accept any OMF Mortgagee's cure of an OMF Owner default hereunder. If any agreement between an OMF Mortgagee and OMF Owner shall so require, and provided Regions has been provided notice of such requirement, no amendment, cancellation, termination, surrender, or modification of this Agreement by OMF Owner shall be effective, unless the OMF Mortgagee has consented thereto, in writing. No OMF Mortgagee shall be deemed to have any obligations or liabilities to Regions simply by virtue of its Mortgage. If any OMF Mortgagee (or its Affiliate) or purchaser at a foreclosure sale succeeds to the interest of OMF Owner in the South Tower Parcel, it (and its successors and assigns) shall not be (i) bound by any payment made by Regions more than one (1) payment period in advance, (ii) liable for any damages arising by reason of a Default by OMF Owner, provided the OMF Mortgagee shall be liable for damages or otherwise first accruing after OMF Mortgagee succeeds to the interest of OMF Owner as a result of a continuing default if Regions notifies OMF Mortgagee of such default, in writing, and OMF Mortgagee fails to cure such default within the

cure periods provided hereunder, (iii) subject to any offset rights or defenses of Regions arising or related to periods prior to the date it acquires such interest, except for those offset rights or defenses contemplated under this Agreement, or (iv) subject to any recourse against OMF Mortgagee's interest in assets that do not relate to the Campus (it being agreed that Regions' recourse shall be limited to the OMF Mortgagee's interest in the South Tower Parcel).

6.6 Regions Mortgage Lender Protection. If OMF Owner is notified of the name and address of the holder of any mortgage, deed of trust, deed to secure debt, financing statement or other similar encumbrance affecting all or any portion of the North Tower Parcel (a "**Regions Mortgagee**"), OMF Owner agrees it will send the Regions Mortgagee a copy of all notices related to this Agreement that it sends to Regions, by U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service, including, but not limited to, default notices. OMF Owner shall not terminate this Agreement, unless and until OMF Owner notifies any existing Regions Mortgagee of such default, in writing, and such Regions Mortgagee fails to cure the default within a period of time reasonable in the circumstances. OMF Owner shall accept any Regions Mortgagee's cure of a Regions default hereunder. If any agreement between a Regions Mortgagee and Regions shall so require, and provided OMF Owner has been provided notice of such requirement, no amendment, cancellation, termination, surrender or modification of this Agreement by Regions shall be effective, unless the Regions Mortgagee has consented thereto, in writing. No Regions Mortgagee shall be deemed to have any obligations or liabilities to OMF Owner simply by virtue of its Mortgage. If any Regions Mortgagee (or its Affiliate) or purchaser at a foreclosure sale succeeds to the interest of Regions in the North Tower Parcel, it (and its successors and assigns) shall not be (i) bound by any payment made by OMF Owner more than one (1) payment period in advance, (ii) liable for any damages arising by reason of a Default by Regions, provided the Regions Mortgagee shall be liable for damages first accruing after Regions Mortgagee succeeds to the interest of Regions as a result of a continuing default if OMF Owner notifies Regions Mortgagee of such default, in writing, and Regions Mortgagee fails to cure such default within the cure periods provided hereunder, (iii) subject to any offset rights or defenses of OMF Owner arising or related to periods prior to the date it acquires such interest, except for those rights or defenses contemplated under this Agreement, or (iv) subject to any recourse against Regions Mortgagee's interest in assets that do not relate to the Campus (it being agreed that OMF Owner's recourse shall be limited to the Regions Mortgagee's interest in the North Tower Parcel).

Article VII - Dispute Resolution Procedure

7.1 Intent. It is intended by the parties to attempt to resolve all disputes or other matters in question arising out of or relating to the interpretation, application, performance, or breach of any term, covenant, or condition of this Agreement through reasonable business-like negotiations without resort to litigation. If a dispute should arise regarding the obligations of Regions or OMF Owner pursuant to this Agreement, the parties shall attempt to resolve the dispute in accordance with this Article VII. OMF Owner shall not cease or delay delivery of the Services during the existence of any dispute, and Regions shall pay to OMF Owner all amounts that it owes under this Agreement notwithstanding such dispute.

7.2 Resolution Procedure. Regions and OMF Owner shall attempt to resolve any disputes in accordance with the following procedures:

(a) Special Meeting. OMF Owner or Regions may call a special meeting for the resolution of disputes. The meeting shall be held within three (3) working days of a written request for the meeting that shall specify the nature of the dispute to be resolved. The meeting shall be attended by representatives of OMF Owner and Regions. In the event the representative attending the special meeting on behalf of OMF Owner or Regions is an attorney actively practicing law, OMF Owner or Regions, as applicable, shall notify the other of such fact prior to the special meeting so that both parties may be accompanied by counsel.

(b) Mandatory Mediation. If the dispute has not been resolved within five (5) working days after the special meeting has occurred, any party thereto may, at its option, initiate a mediation proceeding which shall be attended by all parties to the dispute and which, unless all parties to such proposed mediation proceeding agree otherwise, shall be conducted by an independent mediator from Judicial Arbitration and Mediation Services in accordance with its procedures. The costs of the mediation shall be shared equally by all parties to such mediation. Such mediation shall be conducted within thirty (30) days after either party requests the same by written notice to the other party. In the event such mediation does not result in a settlement of the dispute within two (2) business days, either party may initiate legal proceedings to resolve the dispute; provided no party shall initiate and prosecute any legal proceedings in connection with such dispute prior to the end of such two (2) business-day period, except a party may file pleadings and other documents necessary to prevent its claim (and rights related thereto) from being barred by a statute of limitations, a statute of repose or other Governmental Requirement.

(c) Settlement. If, as a result of a mediation, a voluntary settlement is reached and the parties agree such settlement shall be reduced to writing, the mediator shall hereby be deemed appointed and constituted an arbitrator for the sole purpose of signing the mediation agreement. Such agreement shall have the same force and effect as an arbitration award and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(d) Evidentiary Rules. The parties agree any admission made during the special meeting or mediation shall not be admissible in evidence or subject to discovery, and disclosure of such admission shall not be compelled, in any arbitration, court action or proceeding. All communication, negotiations, or settlement discussions by and between participants or mediators in the mediation shall remain confidential. This provision shall not limit the discoverability or admissibility of evidence if all Persons who conducted or otherwise participated in the mediation consent to its disclosure. The parties expressly agree and further agree that the presentation of evidence from any expert or consultant at any special meeting or mediation shall not waive any attorney-client or other privilege or exclusionary rule a party may later seek to assert in another proceeding.

7.3 Limitations. The dispute resolution procedures set forth in this Article VII shall not in any way toll, suspend, reinstate, or otherwise affect any statutes of limitation relating to any claim, dispute, or other matter or question arising out of or relating to this Agreement or the breach thereof.

Article VII - Miscellaneous Provisions

8.1 Notices. All notices, consents, approvals, deliveries and other communications (collectively “**Notices**”) which may be or are required to be given to Regions or OMF Owner under this Agreement shall be properly made only if in writing and sent by hand delivery, U.S. Certified Mail (Return Receipt Requested), facsimile, or nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air or Airborne Express), with all delivery charges paid by the sender, to the address of Regions or OMF Owner, as applicable, set forth below or such other address as either may designate to the other by written notice. Notices shall be deemed received, (i) if delivered by hand, U.S. Mail, or overnight delivery service, on the date of delivery, and (ii) if sent by facsimile, on the date of transmission with computer confirmation of successful delivery without errors. If either party refuses to accept any Notice, the same shall be deemed delivered on the date of such refusal.

If to OMF Owner: HCR/RW HWC1, LLC
c/o HealthCare Resources, LLC
60 14th Street South, Suite 104
Birmingham, AL 35233
Attention: Manager

with a copy via e-mail to: tom.ansley@dentons.com

If to Regions: Regions Bank
Corporate Real Estate
2050 Parkway Office Circle
5th Floor
Birmingham, AL 35244
Attention: Portfolio Administration

with a copy via e-mail to: CorporateRealEstate@regions.com

In the event a Notice begins the running of a period under this Agreement during which either Regions or OMF Owner is obligated to respond or act or else have its approval deemed granted, then such Notice must have the following legend, in a prominent position on its exterior packing and interior: “TIME SENSITIVE REQUEST - RESPONSE REQUIRED WITHIN A FINITE NUMBER OF DAYS.”

The parties agree that (i) communications regarding this Agreement will need to take place between the persons charged with overseeing the matters discussed herein on a day-to-day basis, and (ii) such communications will not be required to comply with the terms of this Agreement; *provided, however*, such communications are for convenience only and shall not constitute a valid Notice for purposes of this Agreement.

8.2 Entire Agreement; Modifications and Waivers. This Agreement constitutes the entire agreement between the parties hereto and may not be modified or amended except by instrument in writing signed by the parties hereto, and no provisions or conditions may be waived other than by a writing signed by the party waiving such provisions or conditions. The waiver by

Regions or OMF Owner of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained. All rights, powers, options, or remedies afforded to Regions or OMF Owner either hereunder or by law shall be cumulative and not alternative, and the exercise of one right, power, option, or remedy shall not bar other rights, powers, options, or remedies allowed herein or by law, unless expressly provided to the contrary herein.

8.3 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, Regions and OMF Owner and their respective legal representatives and successors in title to the North Tower Parcel and the South Tower Parcel, respectively. The rights and obligations under this Agreement cannot be assigned separately from conveyance of the North Tower Parcel and the South Tower Parcel, respectively. Any mortgagee or other Person who takes title to the North Tower Parcel or the South Tower Parcel by foreclosure shall be bound by and shall benefit from this Agreement from and after such acquisition of title, subject to the other terms hereof.

8.4 Headings. Article and Section headings and numbers are inserted herein only as a matter of convenience and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof and shall not be considered in interpreting or construing this Agreement.

8.5 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Alabama without reference to conflicts of laws principles.

8.6 Time Periods. If the final day of any period or limitation set out in any provision of this Agreement falls on a Saturday, Sunday, or legal holiday under the laws of the State of Alabama, or the federal government, then and in such event the time of such period shall be extended to the next day which is not a Saturday, Sunday, or legal holiday.

8.7 Counterparts. This Agreement may be executed in any number of counterparts and by either party hereto on a separate counterpart, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

8.8 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.9 Attorneys' Fees. If any legal action, suit, or proceeding is commenced between the parties regarding their respective rights and obligations under this Agreement, the prevailing party shall be entitled to recover, in addition to damages or other relief, the reasonable costs it incurs in connection therewith, including, without limitation, reasonable attorneys' fees, court costs, and expert witness fees.

8.10 Transfer of North Tower Parcel. Upon any sale, transfer, or conveyance of the North Tower Parcel, the Person who is then the owner of the North Tower Parcel shall be deemed “Regions” hereunder, and the predecessor in title of such Person shall be released from all liabilities and obligations accruing under this Agreement from and after the date of the sale, transfer, or conveyance. It is understood and agreed the terms of this Agreement shall be binding upon any Person owning the North Tower Parcel only with respect to periods during which they own the North Tower Parcel; provided, however, that any obligation that accrued prior to the transfer shall survive the transfer.

8.11 Transfer of South Tower Parcel. Upon any sale, transfer, or conveyance of the South Tower Parcel, the Person who is then the owner of the South Tower Parcel shall be deemed “OMF Owner” hereunder, and the predecessor in title of such Person shall be released from all liabilities and obligations accruing under this Agreement from and after the date of the sale, transfer, or conveyance. It is understood and agreed the terms of this Agreement shall be binding upon any Person owning the South Tower Parcel only with respect to periods during which they own the South Tower Parcel; provided, however, that any obligation that accrued prior to the transfer shall survive the transfer.

8.12 Waiver of Jury Trial. REGIONS AND OMF OWNER HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY AND ALL CLAIMS ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. REGIONS AND OMF OWNER AGREE THAT SUCH CLAIMS SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH THE COURT AS WRITTEN EVIDENCE OF REGIONS’ AND OMF OWNER’S WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

8.13 Estoppel Certificates. Within twenty (20) days after the other party’s written request, OMF Owner and Regions shall execute, acknowledge, and deliver to the other party or its designee a written statement: (i) certifying that this Agreement is unmodified (or, if modified, stating the nature of such modification); (ii) certifying that it was duly authorized and empowered to execute this Agreement and perform its obligation hereunder; (iii) certifying that this Agreement has not been terminated (or, if terminated, so stating); (iv) certifying that, to its actual knowledge without investigation, the other party is not in default under this Agreement and there are no matters which with the giving of notice, the passage of time or both would constitute such a default (or specifying any such defaults or matter known to it); and (iv) certifying such other facts related to this Agreement, the Services, or the System Component as may be reasonably requested, but only to the extent of its actual knowledge without investigation. Any such statement may be relied upon by a prospective purchaser or lender of Regions or OMF Owner, as applicable.

8.14 Time of the Essence. Time is of the essence of this Agreement and the performance of all agreements herein set forth.

[SEPARATE SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Regions has caused this Agreement to be executed by its respective duly authorized representative on the day and year first above written.

“REGIONS:”

REGIONS BANK

By: Brett D. Couch

Name: BRETT D. COUCH

Title: SR EXEC VP

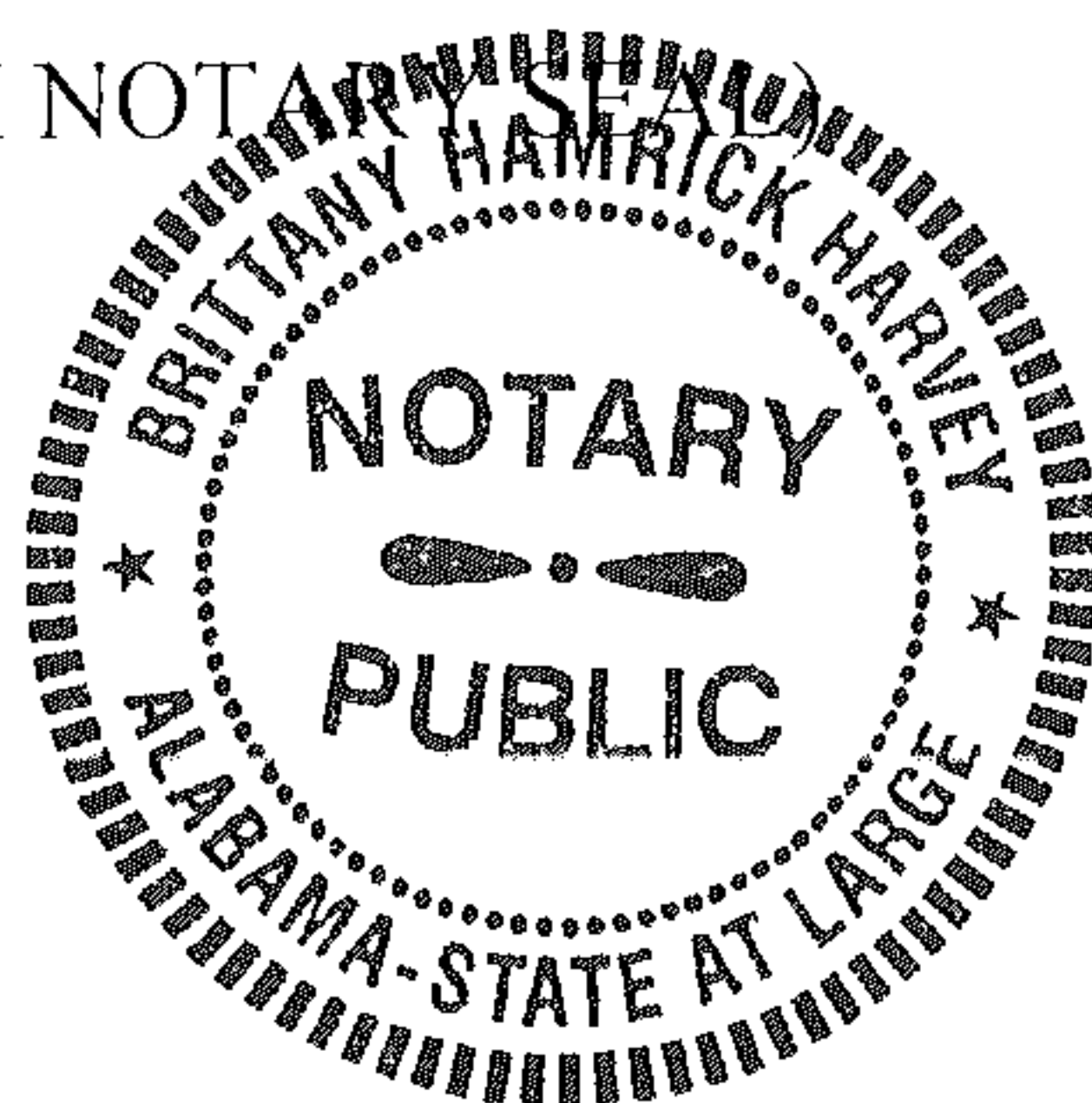
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Personally appeared before me, the undersigned authority in and for said county and state, on this 12th day of January, 2024, within my jurisdiction, the within named Brett D. Couch who acknowledged that he is Sr. Exec. VP of Regions Bank, an Alabama state banking corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires:

4/25/2026

(AFFIX NOTARY SEAL)



Brittany Hamrick Harvey
NOTARY PUBLIC (Signature)

Brittany Hamrick Harvey
(Printed Name)

IN WITNESS WHEREOF, OMF Owner has caused this Agreement to be executed by its respective duly authorized representative on the day and year first above written.

“OMF OWNER:”

HCR/RW HWC1, LLC

By: Riverwalk Parcel A Holdings, LLC,
a Delaware limited liability company, its
sole member

By: 
Robert A. Simon, Its Manager

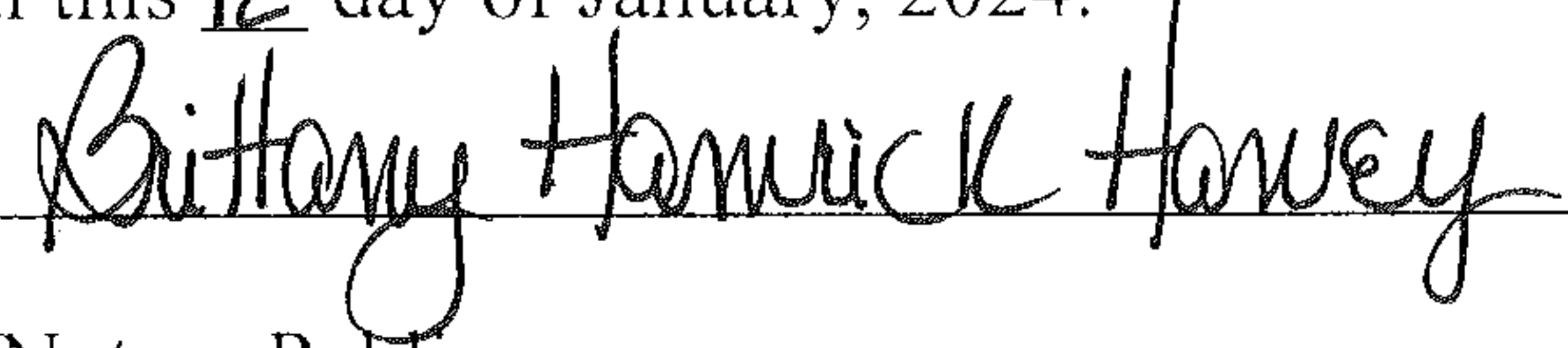
By: 
James T. Holloway, Its Manager

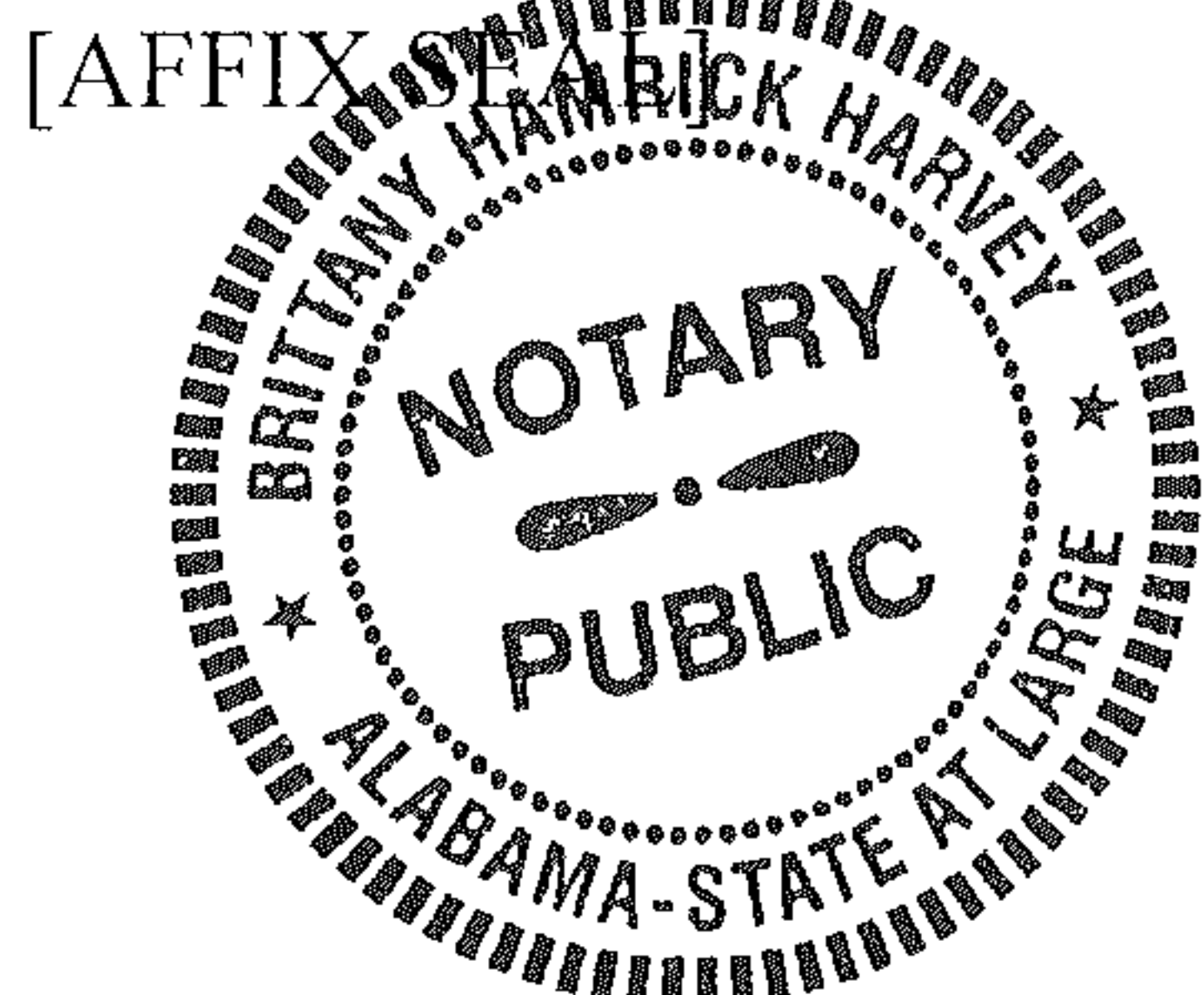
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that Robert A. Simon and James T. Holloway, whose names as Managers of Riverwalk Parcel A Holdings, LLC, a Delaware limited liability company, in its capacity as sole member of HCR/RW HWC1, LLC, a Delaware limited liability company, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such Managers and with full authority, executed the same voluntarily for and as the act of said company, acting in its capacity as sole member as aforesaid.

Given under my hand and official seal this 12th day of January, 2024.


Notary Public



My Commission Expires: 4/25/2024

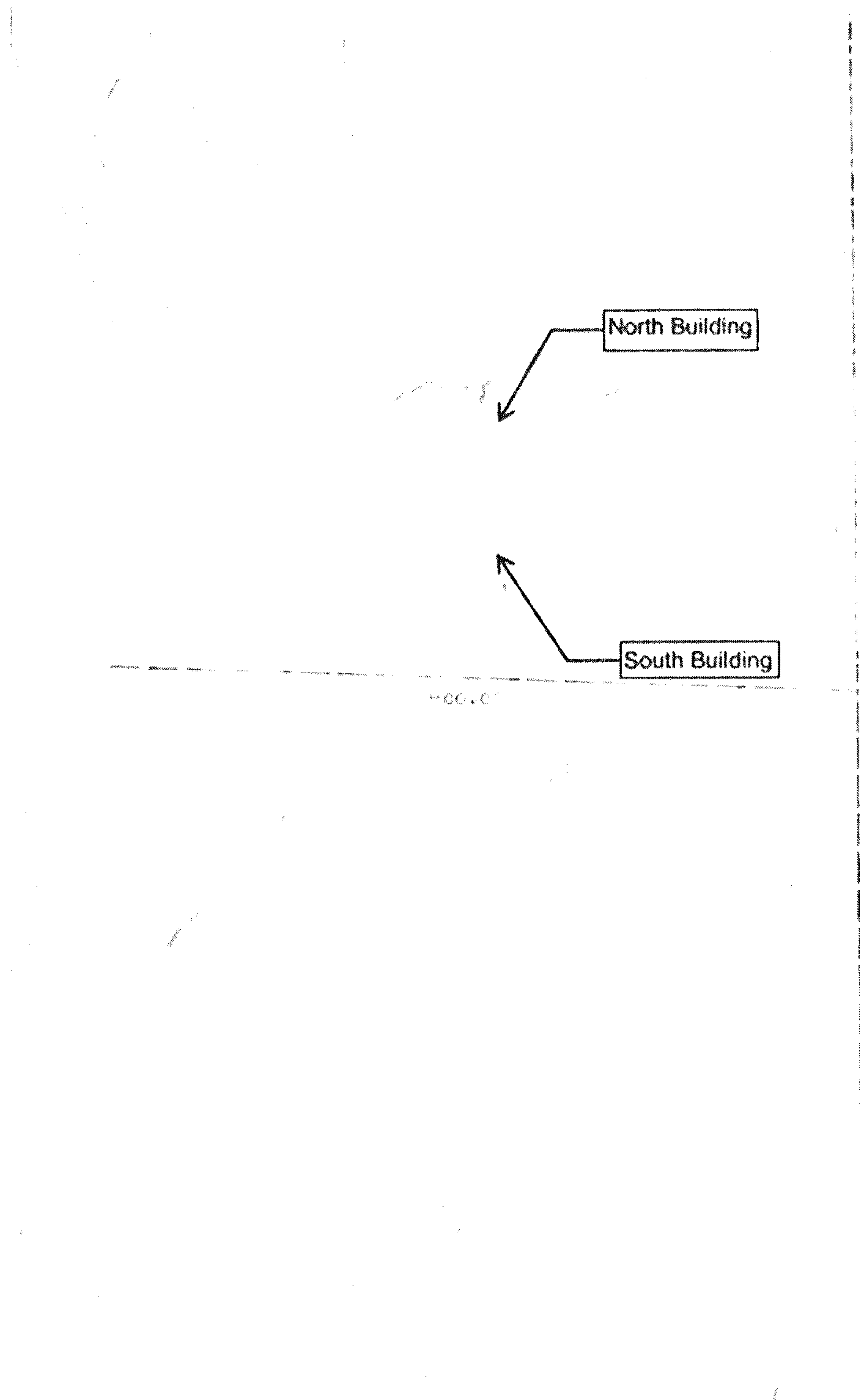
EXHIBIT A TO SHARED SERVICES AND FACILITIES AGREEMENT**LEGAL DESCRIPTION OF NORTH TOWER PARCEL****Parcel A-N**

Commence at a 1/2" Rebar lying on the West right-of-way line of Interstate 65 and the Northeast corner of Lot 1, of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama; thence departing said West right-of-way line, run along the North line of said Lot 1, S 79°44'36" W, 901.61 feet to the Point of Beginning; thence departing said North line run S 16°59'38" E, 232.86 feet to a point; thence run N 73°08'48" E, 25.87 feet to a point; thence run S 16°58'12" E, 84.39 feet to a point; thence run N 72°55'32" E, 217.17 feet to a point; thence run S 17°06'45" E, 91.28 feet to a point; thence run N 72°58'01" E, 157.37 feet to a point; thence run S 17°03'54" E, 154.89 feet to a point; thence run S 73°00'47" W, 608.87 feet to a point; thence run S 17°16'27" E, 269.90 feet to a point; thence run S 77°53'09" W, 319.67 feet to a point; thence run S 05°58'18" E, 4.05 feet to a point; thence run S 78°00'41" W, 34.78 feet to a point; thence run S 11°57'31" E, 13.17 feet to a point; thence run S 78°00'29" W, 54.17 feet to a point; thence run N 11°57'31" W, 13.17 feet to a point; thence run S 78°00'41" W, 18.70 feet to a point; thence run N 05°58'18" W, 3.98 feet to a point; thence run S 78°01'44" W, 136.10 feet to a point; thence run N 11°34'32" W, 124.85 feet to a point; thence run N 77°57'56" E, 159.90 feet to a point; thence run N 17°34'46" W, 111.63 feet to a point; thence run S 82°58'11" W, 789.32 feet to a point lying on a 291.64-foot radius curve concave Northwesterly and the Southerly right-of-way line of Parkway Office Circle; thence run along said Southerly right-of-way line the following five (5) courses: thence Northeasterly along the arc of said curve, 146.33 feet to a point (chord bears N 42°48'49" E, 144.80 feet); thence N 28°25'27" E, 139.14 feet to a point lying on a 470.00-foot radius curve concave Southeasterly; thence Northeasterly along the arc of said curve 414.50 feet to a point (chord bears N 53°39'07" E, 401.19 feet); thence N 78°53'55" E, 387.73 feet to the PC of a 280.00-foot radius curve concave Northwesterly; thence run Northeasterly along the arc of said curve, 361.33 feet to a point (chord bears N 41°55'58" E, 336.77 feet); thence departing said Southerly right-of-way line, run N 79°44'36" E, 99.37 feet to the Point of Beginning.

Said described land lying and being situated in Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and contains 16.07 acres (699,796.12 S.F.), more or less.

EXHIBIT B TO SHARED SERVICES AND FACILITIES AGREEMENT

SITE PLAN



[Site Plan Continues on Following Page]

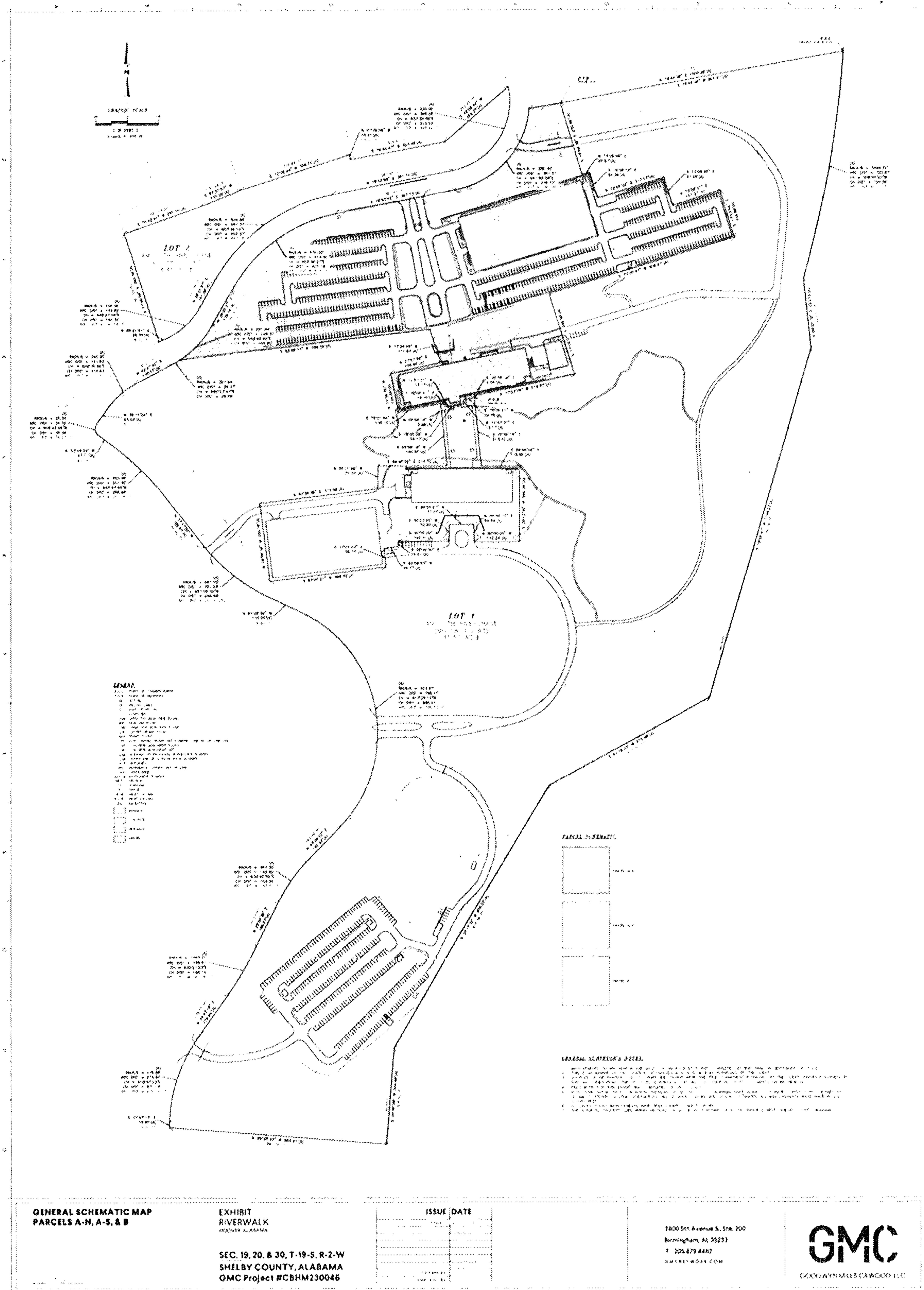


EXHIBIT C TO SHARED SERVICES AND FACILITIES AGREEMENT**LEGAL DESCRIPTION OF SOUTH TOWER PARCEL****Parcel A-S**

Commence at a 1/2" Rebar lying on the West right-of-way line of Interstate 65 and the Northeast corner of Lot 1, of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama; thence departing said West right-of-way line, run along the North line of said Lot 1, S 79°44'36" W, 901.61 feet to a point; thence departing said North line run S 16°59'38" E, 232.86 feet to a point; thence run N 73°08'48" E, 25.87 feet to a point; thence run S 16°58'12" E, 84.39 feet to a point; thence run N 72°55'32" E, 217.17 feet to a point; thence run S 17°06'45" E, 91.28 feet to a point; thence run N 72°58'01" E, 157.37 feet to a point; thence run S 17°03'54" E, 154.89 feet to a point; thence run S 73°00'47" W, 608.87 feet to a point; thence run S 17°16'27" E, 269.90 feet to a point; thence run S 77°53'09" W, 319.67 feet to a point; thence run S 05°58'18" E, 4.05 feet to the Point of Beginning; thence continue S 05°58'18" E, 213.10 feet to a point; thence run S 89°58'02" E, 119.69 feet to a point; thence run S 00°12'00" W, 240.34 feet to a point; thence run N 90°00'00" W, 142.24 feet to a point; thence run N 00°05'17" E, 54.64 feet to a point; thence run S 89°55'27" W, 77.07 feet to a point; thence run S 00°03'24" W, 52.99 feet to a point; thence run N 90°00'00" W, 162.31 feet to a point; thence run S 00°00'00" E, 16.51 feet to a point; thence run S 82°58'57" W, 44.77 feet to a point; thence run S 07°01'03" E, 59.77 feet to a point; thence run S 83°00'21" W, 368.32 feet to a point; thence run N 06°59'39" W, 250.18 feet to a point; thence run N 82°58'36" E, 373.58 feet to a point; thence run N 00°11'29" W, 71.20 feet to a point; thence run S 89°58'02" E, 217.72 feet to a point; thence run N 05°58'18" W, 190.55 feet to a point; thence run N 78°00'41" E, 18.70 feet to a point; thence run S 11°57'31" E, 13.17 feet to a point; thence run N 78°00'29" E, 54.17 feet to a point; thence run N 11°57'31" W, 13.17 feet to a point; thence run N 78°00'41" E, 34.78 feet to the Point of Beginning.

Said described land lying and being situated in Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and contains 4.95 acres (215,435.91 S.F.), more or less.

EXHIBIT D TO SHARED SERVICES AND FACILITIES AGREEMENT

DESCRIPTION OF SHARED SYSTEMS

“Central Plant” means, collectively, the central plant containing 11,438 square feet located in the North Tower which serves the North Tower, the Bridge, and the South Tower, which contains or is served by a generator and other equipment and systems (including without limitation two (2) 650 Ton Daiken Chillers, One 250 Ton Trane Chiller, and a 2,500 gallon underground petroleum storage tank and a 100 gallon aboveground storage tank, hot water heaters and conduits), but does not include any part of the HVAC System located in the South Tower or the Bridge.

“HVAC System” means, collectively, the heating, cooling, and ventilation system serving the Buildings, including chillers, air handling units, heater boxes, conduits, control boxes and software, but does not include any of the foregoing items located in the South Tower or the Bridge.

“Life-Safety Systems” means, collectively, all systems and system elements designed to protect a Building, or to protect and evacuate Building occupants, during a fire, flood, earthquake or other emergency including, without limitation: (a) smoke and fire detection systems; (b) emergency alarm systems including all audible or visible elements thereof; (c) emergency lighting systems; (d) emergency wayfinding systems including illuminated signage; (e) public address systems; (f) emergency ventilation systems including systems designed to pressurize fire stairs, elevator shafts or other Building areas; (g) systems designed to provide for the automatic locking, unlocking, opening or closing of dampers, bulkheads, fire doors, exit doors or other barriers; (h) manual or automatic elevator control systems, but solely to the extent intended to control elevator operation during a fire or other emergency; (i) water-based fire suppression systems including all pumps, lines, pipes, valves, sprinkler heads, fire hose connections and other physical elements thereof, and the provision of pressurized water to serve the same; (j) chemical-based fire suppression systems including manually-operated fire extinguishers; (k) centralized or distributed monitoring, command and control systems which provide for the operation of any of the foregoing systems or system elements, including all video systems, communication systems, computer systems and software forming a part thereof; (l) emergency power generation and distribution systems designed to permit the continuous operation of any of the foregoing systems or elements during a time of power interruption or other emergency; and (m) any conduits connected to the foregoing systems and elements.

“Lighting Control System” means, collectively, all systems designed to control lighting in the Buildings and related property, including all controls, conduits and software.

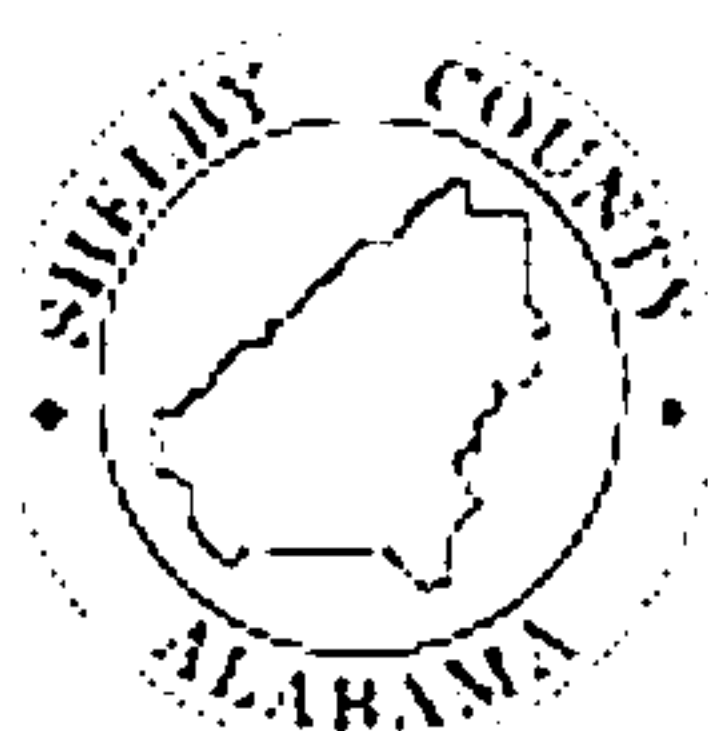
“Shared Utility Systems” means, collectively, all utilities used in connection with any other Shared System.

“Pond Pump System” means, collectively, all controls, lines, conduits, regulators, pumps and other equipment used in connection with the pond located adjacent to the North Tower Parcel.

“Irrigation System” means, collectively, all controls, lines, conduits, regulators, pumps and other equipment jointly used in connection with any irrigation system for the North Tower Parcel and the South Tower Parcel.

“**Bridge Elevator System**” means, collectively, the elevator serving the North Tower and the Bridge, together with all lines, control boxes, conduit cables and other equipment serving such elevator.

“**Bridge Utility Systems**” means all water, electricity and other utilities used or consumed in connection with the Bridge.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/18/2024 08:29:31 AM
\$106.00 JOANN
20240118000013040

Allen S. Bayl