

**FIRST AMENDMENT TO
AGREEMENT FOR PAYMENTS IN LIEU OF TAXES**

THIS FIRST AMENDMENT TO AGREEMENT FOR PAYMENTS IN LIEU OF TAXES (this “Amendment”), is entered into as of the ____ day of _____, 2023 (the “Effective Date”), by and among the **CITY OF ALABASTER**, a municipal corporation organized under the laws of the State of Alabama (the “City”), **SHELBY COUNTY, ALABAMA**, a political subdivision of the State of Alabama (the “County”), **BBH SBMC, LLC**, a Delaware limited liability company (the “Company”), and **THE MEDICAL CLINIC BOARD OF THE CITY OF ALABASTER**, a public corporation organized under the laws of the State of Alabama (“Issuer”). The City, the County, the Company and the Issuer are sometimes referred to individually herein as a “Party” and collectively as the “Parties”.

RECITALS:

Reference is hereby made to that certain Agreement For Payments In Lieu Of Taxes dated as of September 28, 2016, by and among the Parties (the “PILOT Agreement”). The Parties now desire to modify and amend the PILOT Agreement as herein set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions and Interpretive Standards.** Capitalized terms used herein without definition shall have the respective meanings set forth in the PILOT Agreement, including its general adoption of applicable definitions set forth in the Trust Indenture, as therein defined. This Amendment shall be governed by and construed in accordance with all interpretive standards, rules of construction, waivers, choice of law provisions, choice of venue provisions and other provisions of general applicability set forth in the PILOT Agreement. The preamble and recitals set forth above form an integral part of this Amendment and are incorporated herein by this reference.

2. **Amendment.** The first sentence of Section 1.2(c) of the PILOT Agreement is hereby deleted in its entirety, and the following text is inserted in lieu thereof: “During the Term, on or before the twentieth (20th) day of each month beginning on November 20, 2016, the Company shall pay Estimated Tax-Equivalent Payments to the City and to the County”.

3. **Representations and Warranties.** Each Party hereby represents and warrants to the others that (i) such Party has full right and unrestricted authority to execute, deliver and perform this Amendment, (ii) this Amendment has been duly and properly executed and delivered by such Party pursuant to all requisite authority, and (iii) this Amendment constitutes the legal, valid and binding agreement of such Party, enforceable in accordance with its terms.

4. **Effect of This Amendment.** As modified by the terms of this Amendment, the PILOT Agreement and the other Bond Documents shall remain in full force and effect and are hereby ratified and affirmed in all respects. This Amendment shall be deemed amendatory of the

PILOT Agreement and the other Bond Documents. To the extent of any conflict between the terms of this Amendment and the terms of the PILOT Agreement or any other Bond Document, this Amendment shall control. For the avoidance of doubt, from and after the Effective Date this Amendment shall for all purposes constitute a Bond Document.

5. **Miscellaneous.**

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

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

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

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

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

(f) This Amendment may be executed in multiple counterparts. All counterparts so executed shall constitute one agreement notwithstanding that all parties are not signatories to the same counterpart. Each counterpart shall be deemed an original of this Amendment, all of which shall constitute one agreement to be valid as of the Effective Date notwithstanding the actual date of execution or delivery of such counterpart. Counterparts executed by electronic signature and counterparts executed, scanned and transmitted by email or other electronic means shall be deemed original signatures for purposes of this Amendment and all matters related hereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Amendment and any other document necessary for the consummation of the transactions contemplated by this Amendment may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA"), and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

(g) This Amendment is the entire agreement among the parties relating to the specific subject matter hereof and supersedes any prior agreements, commitments and understandings between the parties.

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

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered under seal, with the intention that this Amendment shall be effective as of the Effective Date notwithstanding the actual date of execution or delivery hereof by any Party.

[No further text on this page. Signature pages follow.]

BBH SBMC, LLC, a Delaware limited liability
company

By: _____
Jeremy L. Clark, Authorized Signatory

Attest:

CITY OF ALABASTER, a municipal corporation
organized under the laws of the State of Alabama

By: _____
Its City Clerk

By: _____
Its Mayor

Attest:

SHELBY COUNTY, ALABAMA, a political
subdivision of the State of Alabama

By: _____
Its County Clerk

By: _____
Its County Manager

Attest:

THE MEDICAL CLINIC BOARD OF THE CITY
OF ALABASTER, a public corporation organized
under the laws of the State of Alabama

By: _____
Its secretary

By: _____
Its Chairman