

LEASE SUBORDINATION AGREEMENT

RICH BUCKLEY d/b/a PRESS-A-DENT, the Lessee under a certain Real Estate Lease dated October 19, 1998, with TERESA S. BUCKLEY AS TRUSTEE OF THE TERESA BUCKLEY TRUST, as Lessor, hereby consents to a certain Assignment of Rents and Leases dated December 28, 1998, executed by said Lessor in favor of NATIONAL CITY BANK OF INDIANA, a national banking association ("Mortgagee"), securing indebtedness to said Mortgagee in the principal sum of FIVE HUNDRED FIFTY-TWO THOUSAND AND NO/100 DOLLARS (\$552,000.00), and acknowledges and agrees that said Lease and all rights of the Lessee thereunder shall be subject and subordinate to said Assignment and to a certain Mortgage, securing said principal amount of \$552,000.00, given of even date therewith by the Lessor to Mortgagee. Said Lessee further agrees that said Lease shall be subordinate to any and all renewals, extensions, modifications, substitutions, and replacements of said Mortgage.

The real estate which is the subject of said Lease, Assignment of Rents and Leases, Mortgage, and this Agreement is located in Shelby County, Alabama, and is described in Exhibit "A" attached hereto.

Such subordination shall be not released and the benefits thereof to the Mortgagee shall not be adversely affected by any change in the terms of the loan or by any waiver, indulgence, action, failure or omission on the part of the Mortgagee or any holder of the loan or by any other action except payment in full of the loan. Notwithstanding any provision of the Lease to the contrary, no notice of default from Mortgagee to Lessee shall be required.

The benefits of such subordination shall inure to the benefit of the Mortgagee and its assigns, and may not be revoked prior to the full payment of the mortgage indebtedness, without Mortgagee's written consent.

Dated: December 28, 1998.


RICH BUCKLEY d/b/a PRESS-A-DENT

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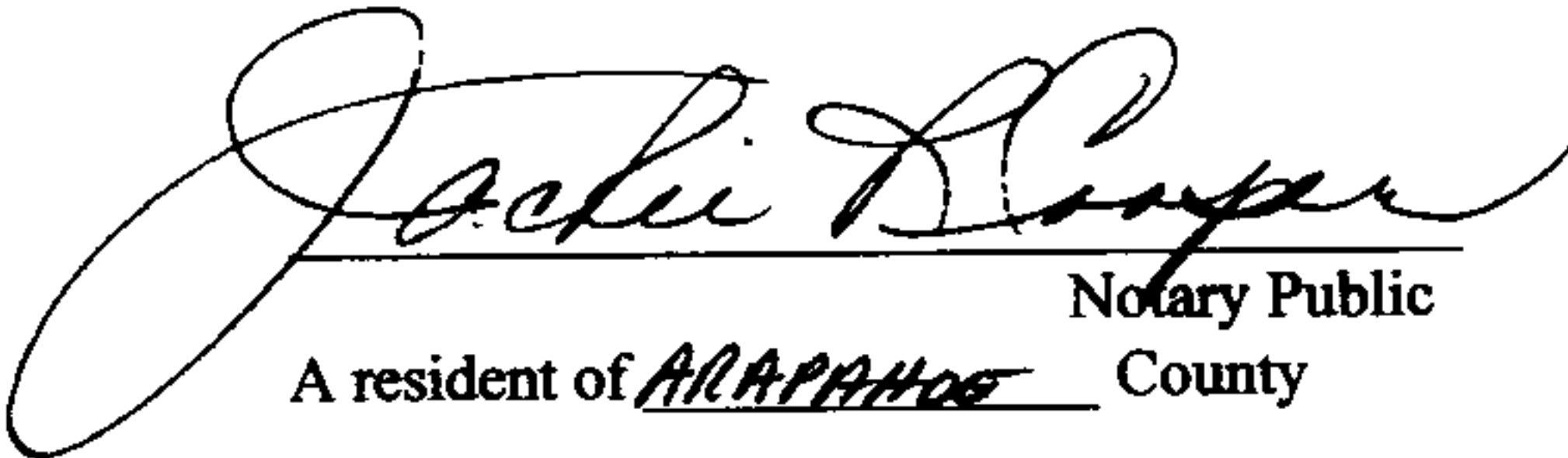
01/28/1999-03759
09:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NWS 13.50

Inst # 1999-03759

STATE OF CO/ARIZONA)
) SS:
COUNTY OF ARIZONA

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, RICH BUCKLEY d/b/a PRESS-A-DENT, and acknowledged the execution of the above and foregoing Lease Subordination Agreement by Lessee for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 28th day of December, 1998.


Notary Public
A resident of ARIZONA County

My Commission Expires:
JACKIE R. COOPER
JACKIE R. COOPER
My Commission Expires 10/18/99

THIS INSTRUMENT prepared by David A. Scott, Attorney at Law, Baker & Daniels, 111 East Wayne Street, Suite 800, Fort Wayne, Indiana 46802.

EXHIBIT "A"

Lot 3-B, according to the Survey of Lots 1-7, Greystone Highlands Commercial Subdivision, as recorded in Map Book 20, Page 25 A & B, in the Probate Office of Shelby County, Alabama.

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