

ESTOPPEL, SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT, is entered into this 17th day of March, 2006, by and between **ALFA MUTUAL INSURANCE COMPANY** ("Tenant"), **D & R PROPERTY** ("New Landlord"), and **FIRST AMERICAN BANK** ("Lender").

RECITALS:

BHM ES TU Malade? #33, LLC (Current Landlord) is in the process of selling to New Landlord the following described property (the "Property"), to wit:

Lot 2, according to the Survey of Montevallo CVS Subdivision, as recorded in Map Book 34, Page 97, in the Probate Office of Shelby County, Alabama.

Tenant is the present tenant under that certain Lease (hereinafter "Lease") with respect to a portion of Property, as more particularly described in the Lease and referred to herein as the "Premises".

In order to finance such sale, New Landlord will be obtaining financing from Lender which will be secured by a first-priority mortgage covering the property upon which the Premises are located, and by an assignment of all leases relating thereto, including the Lease. Said mortgage and assignment of leases, as the same may hereafter be amended, extended, modified or renewed (the consent of Tenant to which shall not be required), are referred to herein as the "Security Instruments."

As a condition to the making of this sale and such loan, New Landlord and Lender has required that Tenant execute this instrument.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and as an inducement to Lender to extend financing to the New Landlord, the parties hereto do mutually covenant and agree as follows:

1. The Lease is the entire agreement between Current Landlord and Tenant as to the Premises and Tenant's occupancy thereof. A true and correct copy of the Lease is attached hereto.
2. The current monthly rent payable under the Lease is \$465.00 and will remain at such amount until July 1, 2007, at which time it will increase as provided in section 2 of the Lease. Rent was last paid on March 3, 2006, in the amount of \$465.00 and has been paid through March 31, 2006.
3. Tenant is presently making monthly payments of \$ 0.00 for common area maintenance charges, taxes, insurance and any other additional rent obligations under the Lease.
4. Tenant has paid Current Landlord a security deposit of \$ 0.00.
5. The Lease commenced on August 1, 2004 and expires on July 31, 2014 unless renewed or

extended in accordance with the terms of the Lease.

6. The Lease, as of this date, is not in default and Tenant is current with all rental payments due under the Lease and has not pre-paid any rental payments.

7. There is no prepaid rent

8. There are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy, debtor reorganization, moratorium or similar laws of the United States, any state thereof, or any other jurisdiction.

9. Tenant has no expansion rights, purchase options or rights of first refusal with respect to renting additional space or acquiring any additional interest in the Property, except as set forth in the Lease.

10. No event has occurred and no condition exists which, with the giving of notice or the lapse of time or both, will constitute a default by Current Landlord or Tenant under the Lease; and to the best knowledge of Tenant, Tenant has no existing defenses or offsets against the enforcement of the Lease by New Landlord (or Lender).

11. Subject to the terms and conditions of this Agreement, the Lease shall at all times be subject and subordinate in all respects to the Security Instruments and to all renewals, modifications and extensions thereof.

12. Tenant shall give prompt written notice to Lender of all defaults by Current Landlord or New Landlord under the Lease which are of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, and Lender shall have a reasonable opportunity, but shall not be required, to cure the same.

13. So long as Tenant is not in default beyond the expiration of any applicable grace or cure period in the payment of rent or the performance of other charges or conditions of the Lease, Tenant shall not be disturbed by New Landlord or Lender in Tenant's possession, enjoyment, use and occupancy of the Premises during the original or any renewal term of the Lease or any extension or modification thereof, and Lender will not join Tenant in any foreclosure action or other proceeding brought to enforce the Security Instruments (other than any joinder required as a matter of technical procedure only which does not seek to terminate Tenant's rights under the Lease).

14. Upon Lender's written request, and without regard to contrary instructions from Current Landlord or New Landlord, Tenant agrees that it shall make the payments to be made by Tenant under the Lease directly to Lender. New Landlord agrees that all such payments made by Tenant to Lender shall be fully credited against the obligations of Tenant under the Lease, as though the same had been made directly to New Landlord. Receipt of such payments by Lender shall not relieve New Landlord of its obligations under the Lease, nor operate to make Lender responsible for the performance thereof, and Tenant shall continue to look solely to New Landlord for performance of such obligations.

15. If the interest of New Landlord in the Premises shall be acquired by Lender through

foreclosure, deed in lieu of foreclosure or by any other method, and Lender shall succeed to the interest of New Landlord under the Lease, then the Lease shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms thereof. Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative immediately upon Lender's succeeding to the interest of New Landlord under the Lease, and without the execution of any additional documents by the parties hereto.

16. Tenant hereby agrees that, except for defaults of which Lender has been notified pursuant hereto, but has failed to cure, Lender shall not be responsible or liable in any way for, or subject to any offsets or defenses related to, any default in the New Landlord's obligations under the Lease. Tenant further agrees that, except for defaults of which Lender has been notified pursuant hereto, Lender shall not be:

- (a) liable for any act or omission of any prior landlord (including New Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including New Landlord); or
- (c) bound by any amendment, modification or termination of the Lease made without Lender's consent, which consent shall not be unreasonably withheld; or
- (d) in any way responsible for any deposit or security which was delivered to New Landlord but which was not subsequently delivered to Lender.

17. All notices, demands, or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing, shall be sent by United States mail, postage prepaid and registered or certified with return receipt requested, shall be deemed to have been properly given or served and shall be deemed effective as of the date of receipt or refusal indicated on such return receipt, and shall be addressed as follows:

If to Tenant: ALFA MUTUAL INSURANCE COMPANY
Attn: Don Armstrong, Service Center Site Manager
P.O. Box 11000,
Montgomery, AL, 36191-0001

If to New Landlord: D & R PROPERTY
2107 Fifth Avenue North,
Birmingham, AL 35203

If to Lender: FIRST AMERICAN BANK
1927 First Avenue North
Birmingham AL 35203

or at such other single address in the United States as either party may by notice in writing designate.

18. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns. This Agreement may be executed in any number

of counterparts, each of which shall constitute an original for all purposes, but all of which, taken together, shall evidence but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or have caused this Agreement to be duly executed, as of the day and year first above written.

TENANT:

ALFA MUTUAL INSURANCE COMPANY

By: _____

(Its SVP, Marketing Services)

NEW LANDLORD:

D & R PROPERTY

By: _____

(Its General Partner)

LENDER:

FIRST AMERICAN BANK

By: _____

(Vice President)

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF Alabama
COUNTY OF Montgomery

ACKNOWLEDGEMENT OF TENANT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carol Golsan, whose name as SR U.P. of **ALFA MUTUAL INSURANCE COMPANY**, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the 17 day of March, 2006.

Vickie M. Mothershead
NOTARY PUBLIC
My Commission Expires: 11-3-2007

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGEMENT OF NEW LANDLORD

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Wilson Dismore, whose name as General Partner of **D & R PROPERTY**, a partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such general partner, and with full authority, executed the same voluntarily, as an act of said partnership, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 30 day of March, 2006.

[Signature]
NOTARY PUBLIC
My Commission Expires: 6/17/07

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGEMENT OF LENDER

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John Nantz, whose name as Vice-President of **FIRST AMERICAN BANK**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 31 day of March, 2006.

[Signature]
NOTARY PUBLIC
My Commission Expires: 6/17/07