

20060407000161100 1/24 \$94.00  
Shelby Cnty Judge of Probate, AL  
04/07/2006 10:56:15AM FILED/CERT

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

RUBIN, EHRLICH & BUCKLEY, P.C.  
731 Alexander Road  
Princeton, New Jersey 08540  
Attention: Kenneth D. Rubin, Esq.

### SUBORDINATION AND ESTOPPEL AGREEMENT

THIS SUBORDINATION AND ESTOPPEL AGREEMENT (this "Agreement"), dated this 10<sup>th</sup> day of April, 2006, between 224 HM Master Lessee, LLC, an Alabama limited liability company ("Tenant"), and LaSalle Bank National Association, a national banking association, its successors and assigns ("Lender"), having its principal place of business at 135 S. LaSalle, Suite 3410, Chicago, IL 60603, Attention: Real Estate Capital Markets.

#### R E C I T A L S:

I. Tenant is the lessee under that certain Master Lease executed between Tenant and **224 HM GROUP I, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR I, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR II, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR III, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR IV, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR V, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR VI, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR VII, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR VIII, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR IX, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR X, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR XI, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR XII, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR XIII, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR XIV, LLC**, an Alabama limited liability company, **224 HM PRIVATE INVESTOR XV, LLC**, an Alabama limited liability company (collectively "**Landlord**"), dated April 6, 2006 (the lease and all amendments thereto are hereinafter referred to as the "**Lease**"), covering all or a portion of property legally described in Schedule I attached hereto and made a part hereof (the "**Property**").

II. Lender is making a loan (the "**Loan**") to Landlord and Tenant which is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Landlord to Lender encumbering the Property (the "**Mortgage**") and an assignment of leases and rents from the Property.

III. As a condition to making the Loan, Lender requires that Tenant enter into this Agreement and Tenant acknowledges that Lender is relying upon this Agreement.



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

A. Tenant hereby represents, acknowledges and agrees as follows:

1. The Lease is in full force and effect and has not been amended, modified or extended except as follows:  
N/A
2. The Lease does not contain any options to purchase and/or lease additional space, rights of set off, rights of first refusal to purchase and/or lease additional space or any similar provisions regarding acquisition of ownership interests or additional leased space in the building except as follows:  
N/A
3. The term of the Lease commenced on \_\_\_\_\_ and will terminate on \_\_\_\_\_
4. The current monthly rent payment under the Lease is \$\_\_\_\_\_. Rent has been paid through \_\_\_\_\_, 2006. No advance rents have been prepaid except for the current month.
5. In addition to monthly rent payments, the following amounts are also payable on a \_\_\_\_\_ basis for the following purposes: \_\_\_\_\_.
6. The improvements described in the Lease have been completed and accepted by Tenant.
7. The security deposit under the Lease is currently \$\_\_\_\_\_.
8. Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
9. Tenant is in full and complete possession of the premises demised under the Lease, such possession having been delivered by the Landlord pursuant to the Lease and having been accepted by the Tenant.
10. Tenant has no existing claims, defenses or offsets under the Lease against Landlord, no uncured default exists under the Lease, and no event has occurred that would, except for the lapse of time, the giving of notice or both, constitute a default.



11. No cancellation, modification, amendment, extension, or assignment of the Lease, and no subletting or prepayment of more than one month's rent shall be made without Lender's prior written consent.
  12. All rent payments shall be paid as provided under the Lease until Tenant has been otherwise notified by Lender or its successor and assign. Tenant agrees that, upon receipt of a notice from Lender or its successor or assign that there has been a default by Landlord under the Loan Documents, Tenant shall make all subsequent rent payments directly to Lender (or its successor or assign), or at the direction of Lender (or its successor or assign). All prepayments of more than one month's rent and any and all termination fees paid by Tenant, or at Tenant's direction, shall be payable jointly to Lender and Landlord.
  13. Tenant will not look to Lender for the return of the security deposit, if any, under the Lease, except to the extent that such funds are delivered to Lender.
  14. The guaranty of the Lease, if any, is in full force and effect.
  15. Tenant will deliver to Lender a copy of all notices Tenant delivers to or receives from Landlord in accordance with the notice provision set forth herein.
  16. There are no actions, whether voluntary or involuntary or otherwise pending against Tenant under the bankruptcy laws of the United States or any portion of its interest in the Property or the Lease.
- B. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, rights of set off, and any similar rights, are and shall be subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.
- C. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within the later of (i) thirty (30) days after the expiration of any applicable notice and cure period or (ii) thirty (30) days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Lender shall have such longer time as may be necessary to cure the default; provided that Lender commences the cure within such period and diligently pursues the cure thereafter).
- D. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.
- E. This Agreement can be modified only in writing duly executed by both parties.



- F. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Lender: LaSalle Bank National Association  
135 S. LaSalle Street  
Suite 3410  
Chicago, Illinois 60603  
Attn: Real Estate Capital Markets  
Re: Hillside Medical Office

To Tenant: 224 HM Master Lessee, LLC, an Alabama limited liability  
company  
c/o ACC Investments  
3325 Healy Drive, Suite B  
Winston-Salem, North Carolina 27102

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

- G. If any action or proceeding is instituted to enforce the terms hereof, the prevailing party in such action or proceeding shall be entitled to reasonable attorneys' fees, costs and expenses of the prevailing party.
- H. This Agreement, and all obligations of Tenant hereunder, shall terminate upon the release and satisfaction of the Mortgage.
- I. The undersigned representative of Tenant certifies that he/she has full power, authority and right to execute and deliver this Agreement on behalf of Tenant and to bind Tenant to the provisions hereof.
- J. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement. This Agreement shall inure to the benefit of Lender, its successors and assigns and shall be binding upon Tenant and its successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESS:

TENANT:

224 HM Master Lessee, LLC,  
an Alabama limited liability company,

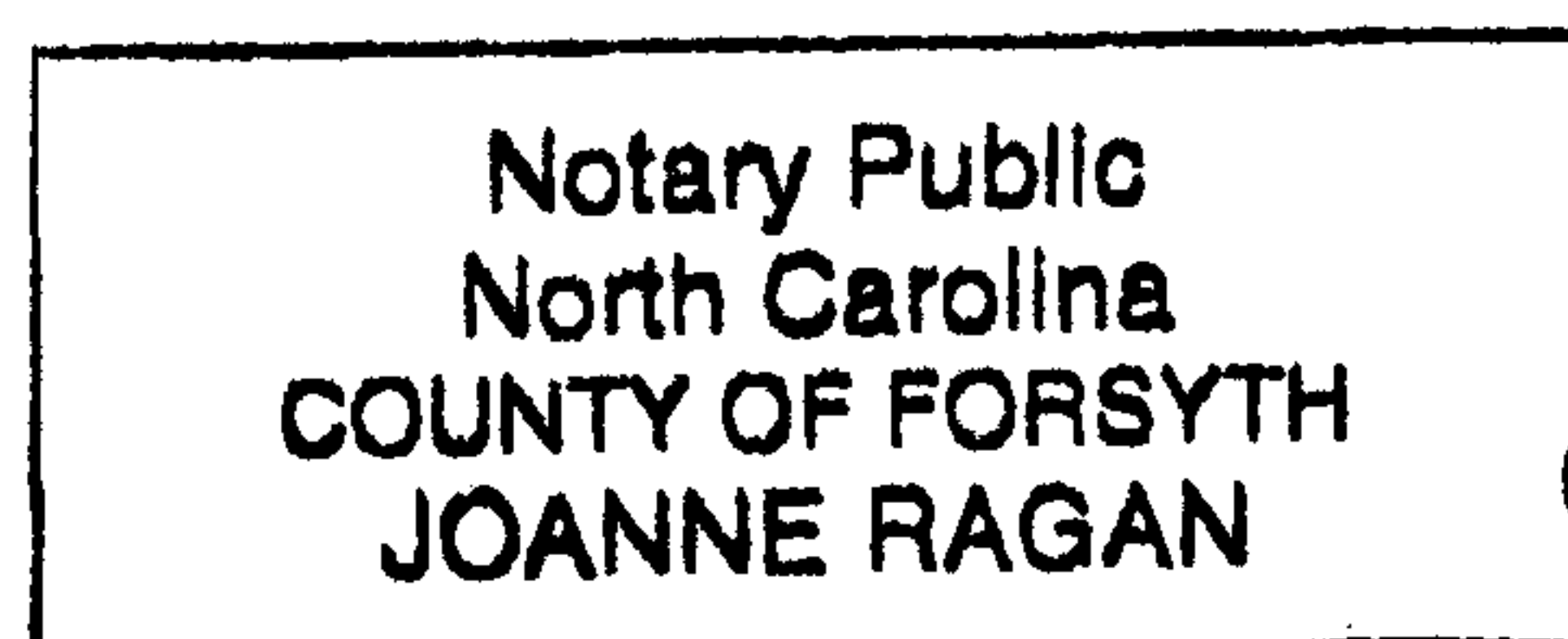
Jennifer Leonard

By: [Signature]  
Name: Douglas M. Clayton  
Title: Authorized Manager

STATE OF North Carolina  
COUNTY OF Forsyth )SS.

I, Joanne Ragan a Notary Public, in and for said County in said State, hereby certify that Douglas M. Clayton, whose name as Authorized Manager of 224 HM Master Lessee, LLC, an Alabama limited liability company,, is signed to the foregoing Subordination and Estoppel Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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



[Signature]  
Notary Public  
My commission expires: 12-18-2006



20060407000161100 6/24 \$94.00  
Shelby Cnty Judge of Probate, AL  
04/07/2006 10:56:15AM FILED/CERT

WITNESS:

LANDLORD:

224 HM GROUP I, LLC,  
an Alabama limited liability company

Vicki Strickland

By: [Signature]  
Name: Douglas M. Clayton  
Title: Authorized Manager

STATE OF South Carolina  
COUNTY OF Horry )SS.

I, Jessica Isaacson Notary Public, in and for said County in said State, hereby certify that Douglas M. Clayton, whose name as Authorized Manager of 224 HM GROUP I, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 29 day of March A.D., 2006.

Jessica Isaacson  
Notary Public  
My commission expires: July 12, 2015

[LANDLORD SIGNATURE PAGES FOLLOW]

WITNESS:

LANDLORD:

224 HM PRIVATE INVESTOR I, LLC,  
an Alabama limited liability company

J. Frost

By: Joe B. Hollaway  
Name: Joe B. Hollaway  
Title: Authorized Manager

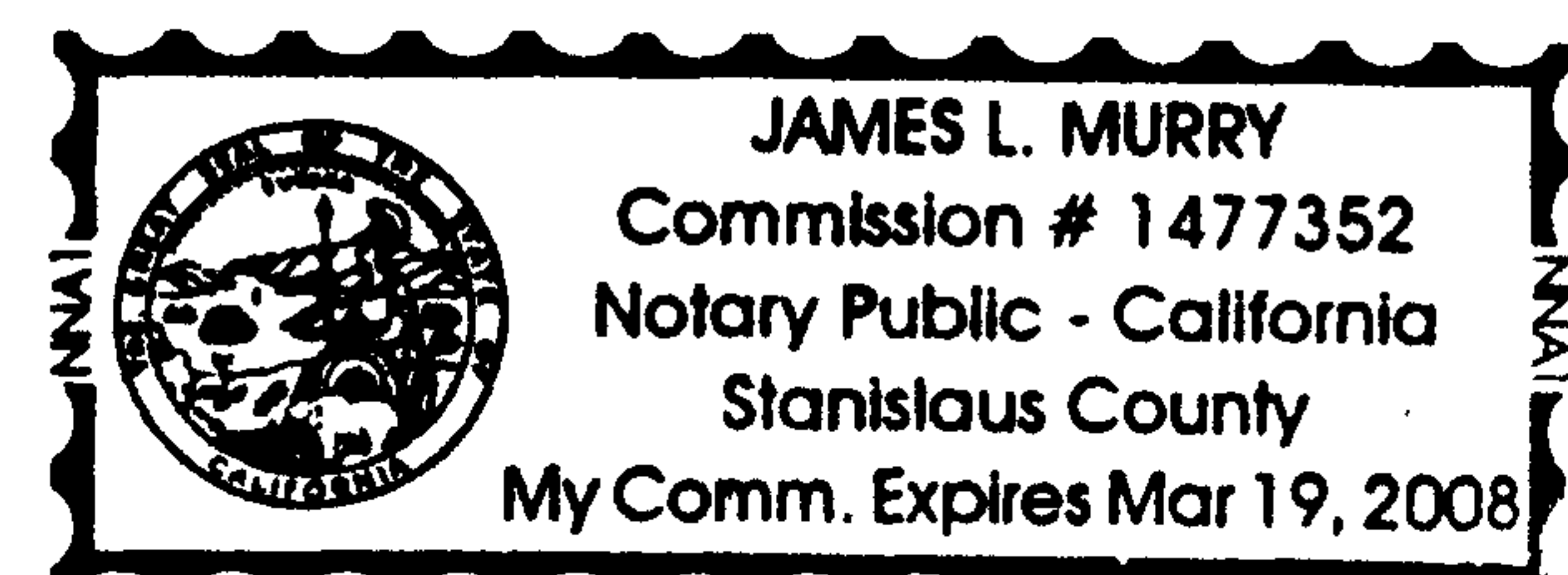
STATE OF CALIFORNIA )  
 )SS.  
COUNTY OF STANISLAUS )

I, JAMES L. MURRY, a Notary Public, in and for said County in said State, hereby certify that Joe B. Hollaway, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR I, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 30<sup>th</sup> day of March A.D., 2006.

James L. Murry  
Notary Public  
My commission expires: 3/19/08

[LANDLORD SIGNATURE PAGES FOLLOW]





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WITNESS:

LANDLORD:

224 HM PRIVATE INVESTOR II, LLC,  
an Alabama limited liability company

[Signature]  
[Signature]

By: Lawrence Homer  
Name: Lawrence Homer  
Title: Authorized Manager

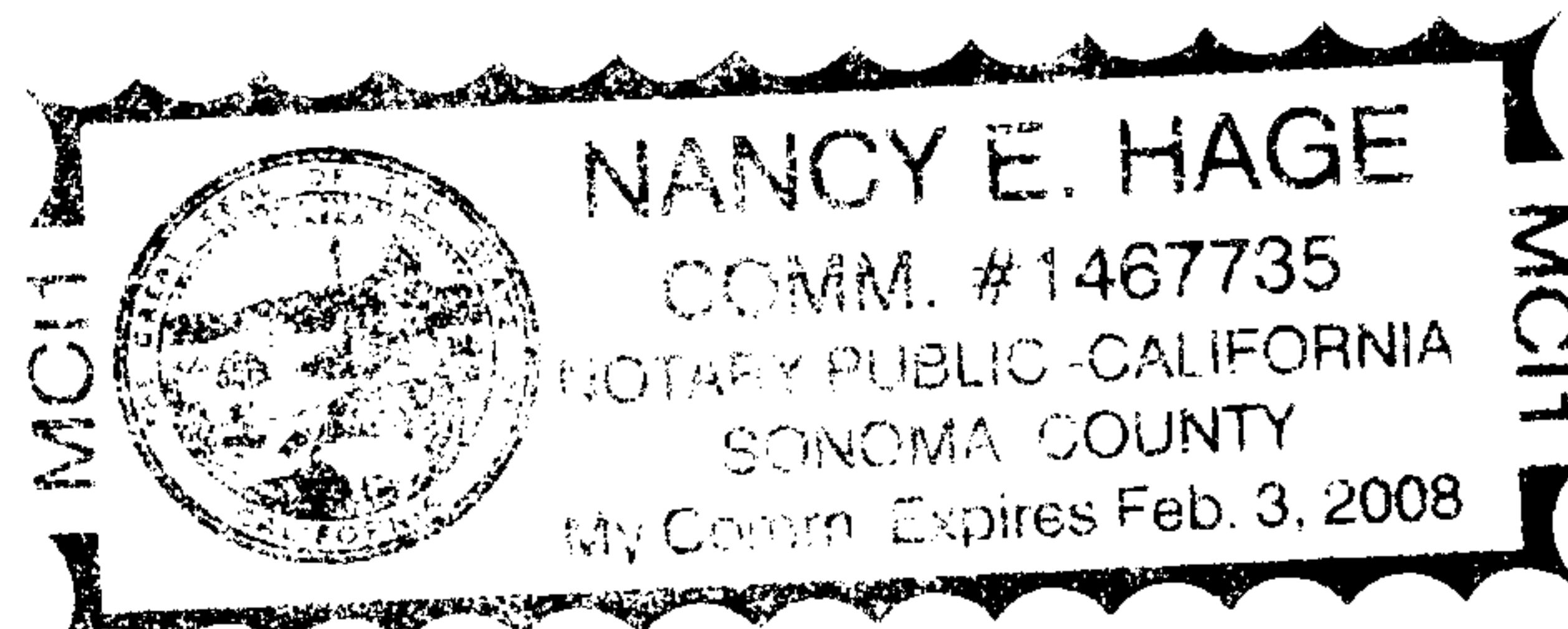
By: Linda Homer  
Name: Linda Homer  
Title: Authorized Manager

STATE OF California  
COUNTY OF Sonoma SS.

I, Nancy E. Hage, a Notary Public, in and for said County in said State, hereby certify that Lawrence Homer, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR II, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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

Nancy E. Hage  
Notary Public  
My commission expires: 2-3-2008





STATE OF California,  
COUNTY OF Sonoma )SS.

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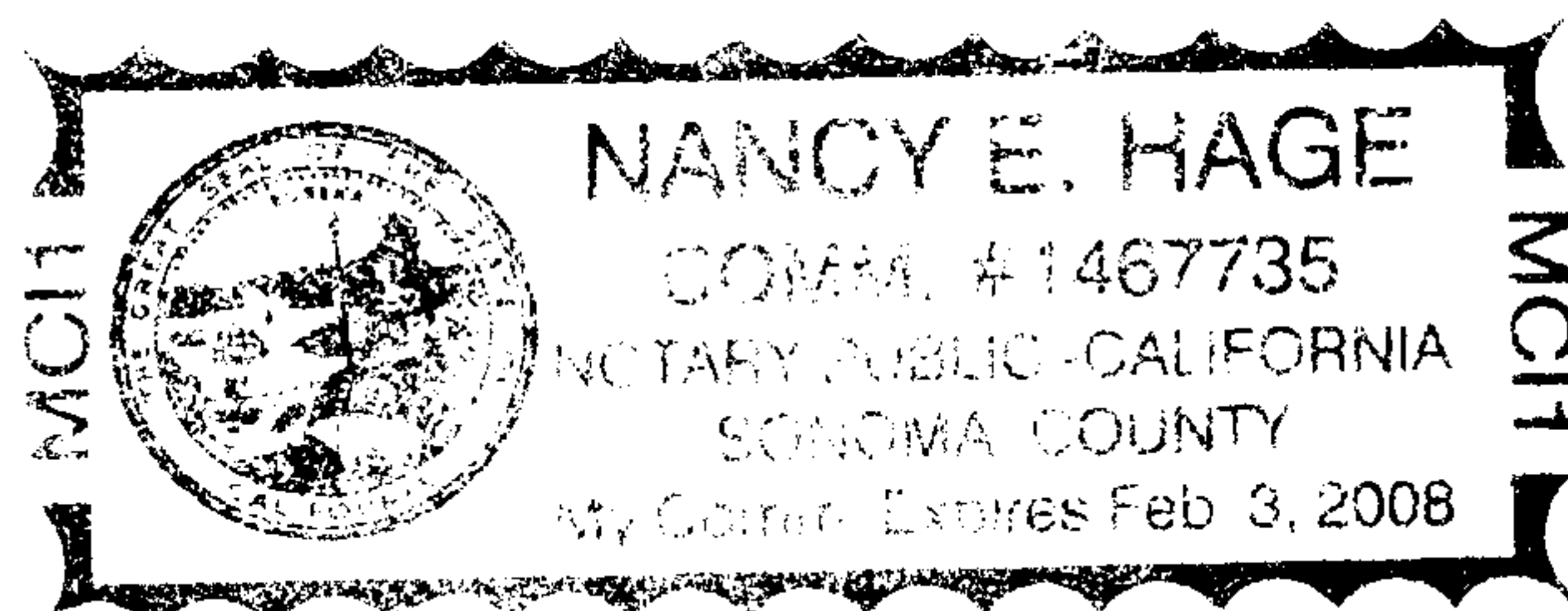
I, Nancy E. Hage, a Notary Public, in and for said County in said State, hereby certify that Linda Homer, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR II, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, she, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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

Nancy E. Hage  
Notary Public

My commission expires: 2-3-2008

[LANDLORD SIGNATURE PAGES FOLLOW]



WITNESS:

LANDLORD:

224 HM PRIVATE INVESTOR III, LLC,  
an Alabama limited liability company

[Signature]

By [Signature]  
Name: Ron Brailsford  
Title: Authorized Manager

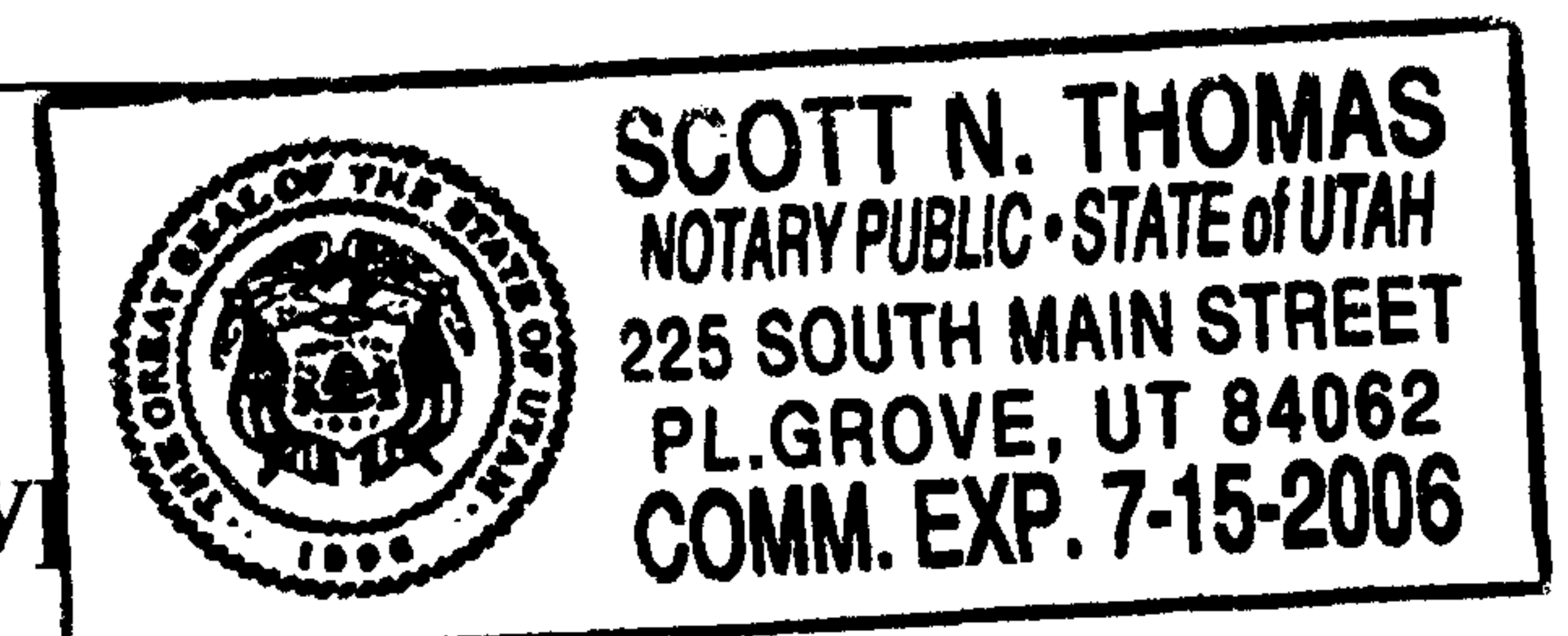
STATE OF Utah )  
COUNTY OF Utah )SS.

I, Scott Thomas, a Notary Public, in and for said County in said State, hereby certify that Ron Brailsford, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR III, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 29 day of March A.D., 2006.

[Signature]  
Notary Public  
My commission expires:

[LANDLORD SIGNATURE PAGES FOLLOW]





WITNESS:

LANDLORD:

224 HM PRIVATE INVESTOR IV, LLC,  
an Alabama limited liability company

Cheryl Roman

By: David P. Phelps  
Name: David P. Phelps  
Title: Authorized Manager

STATE OF ILLINOIS )  
COUNTY OF COOK )SS.

I, ELSPETH PAPPAS, a Notary Public, in and for said County in said State, hereby certify that David P. Phelps, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR IV, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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



Elspeth Pappas  
Notary Public  
My commission expires:

[LANDLORD SIGNATURE PAGES FOLLOW]

WITNESS:

LANDLORD:

224 HM PRIVATE INVESTOR V, LLC,  
an Alabama limited liability company

Monita Thomas

By: Harold M. Kushins

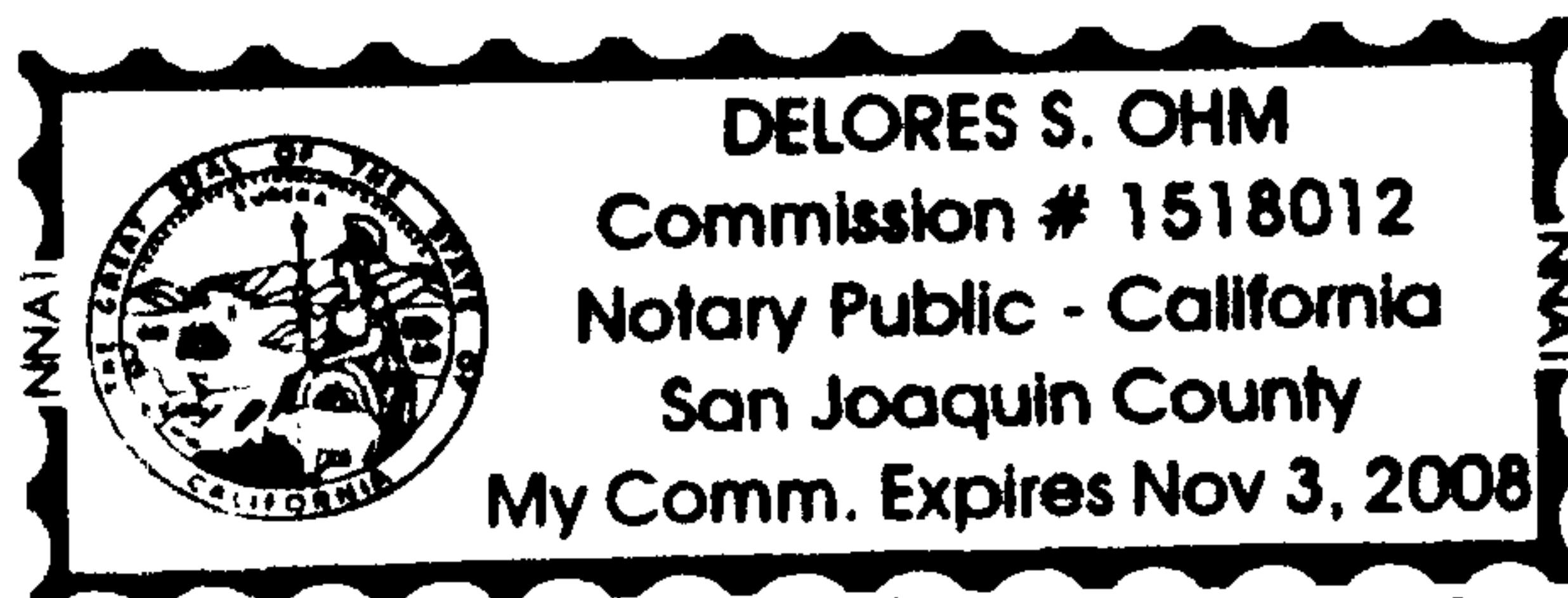
Name: Harold M. Kushins

Title: Authorized Manager

STATE OF Calif )  
COUNTY OF San Joaquin )SS.

I, Delores S. Ohm, a Notary Public, in and for said County in said State, hereby certify that Harold M. Kushins, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR V, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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



Delores S. Ohm  
Notary Public  
My commission expires: 11-3-08

[LANDLORD SIGNATURE PAGES FOLLOW]



WITNESS:

Julia K Patch

LANDLORD:

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Shelby Cnty Judge of Probate, AL  
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224 HM PRIVATE INVESTOR VI, LLC,  
an Alabama limited liability company

By: Philip Henry Houle, Manager  
Name: Philip Henry Houle  
Title: Authorized Manager

STATE OF Alabama )  
COUNTY OF Lamar ) SS.

I, Julia K Patch, a Notary Public, in and for said County in said State, hereby certify that Philip Henry Houle, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR VI, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 29 day of March A.D., 2006.

Julia K Patch  
Notary Public  
My commission expires: 2-10-07

[LANDLORD SIGNATURE PAGES FOLLOW]

WITNESS:

LANDLORD:

224 HM PRIVATE INVESTOR VII, LLC,  
an Alabama limited liability company

Julia K Patch

By: Phyllis Ann Houle, Manager  
Name: Phyllis Ann Houle  
Title: Authorized Manager

STATE OF VERMONT )  
 )SS.  
COUNTY OF LAMOILLE )

I, Julia K Patch, a Notary Public, in and for said County in said State, hereby certify that Phyllis Ann Houle, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR VII, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, she, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 29 day of March A.D., 2006.

Julia K Patch  
Notary Public

My commission expires: 2-10-07

**[LANDLORD SIGNATURE PAGES FOLLOW]**



WITNESS:

[Signature]

LANDLORD:

224 HM PRIVATE INVESTOR VIII, LLC,  
an Alabama limited liability company

By: [Signature]

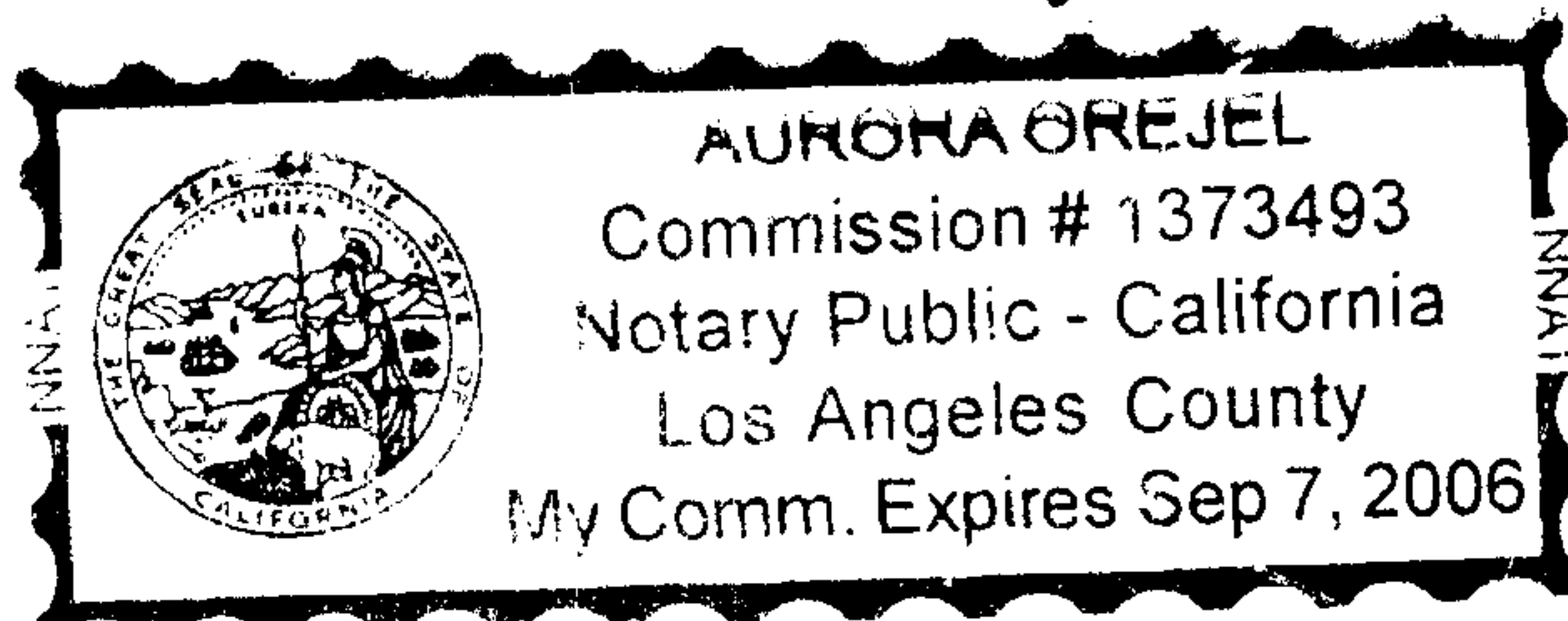
Name: Thomas W. Hruden

Title: Authorized Manager

STATE OF California )  
COUNTY OF Los Angeles )SS.

I Aurora Orejel, a Notary Public, in and for said County in said State, hereby certify that Thomas W. Hruden, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR VIII, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 31<sup>st</sup> day of March A.D., 2006.



[Signature]  
Notary Public

My commission expires: Sept 7, 2006

[LANDLORD SIGNATURE PAGES FOLLOW]

WITNESS:

LANDLORD:

224 HM PRIVATE INVESTOR IX, LLC,  
an Alabama limited liability company

Denise B. Co

By: James J. Collings  
Name: James J. Collings  
Title: Authorized Manager

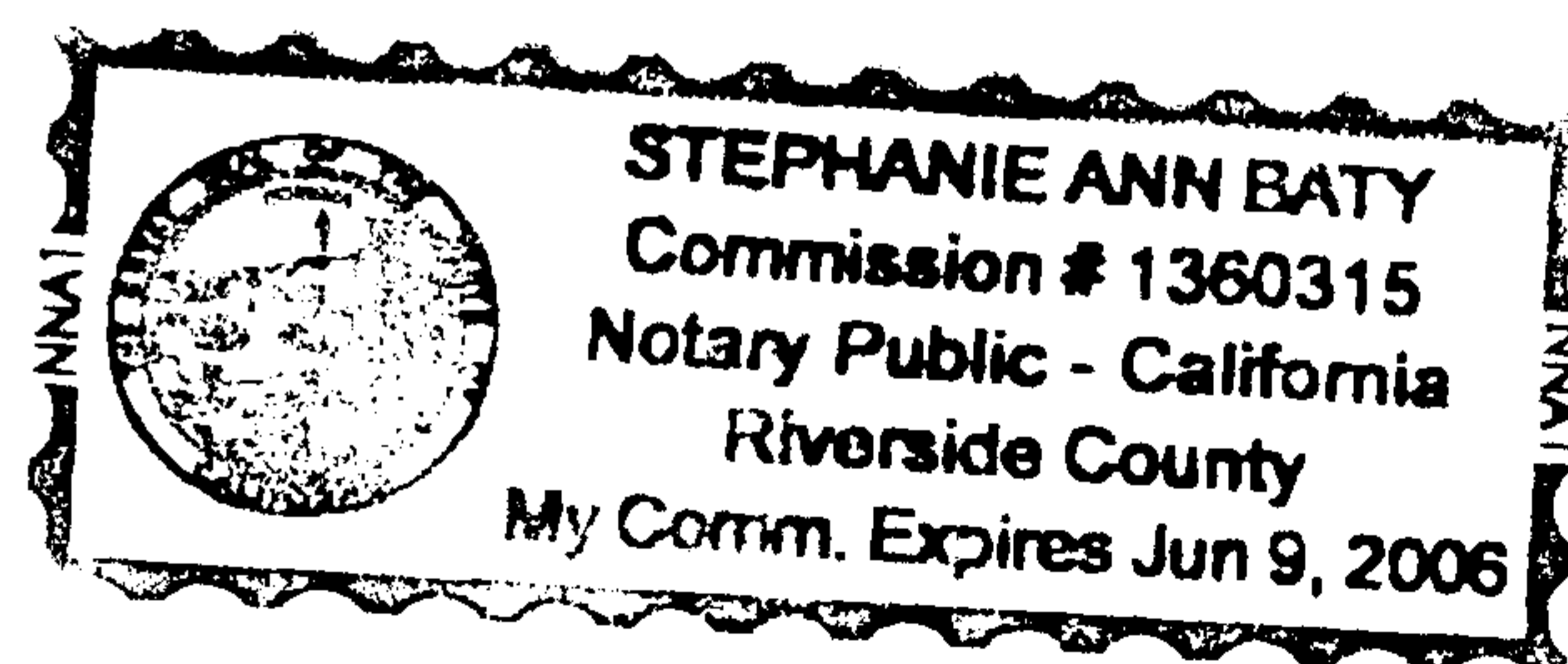
STATE OF California  
COUNTY OF Riverside )SS.

I, Stephanie Ann Baty, a Notary Public, in and for said County in said State, hereby certify that James J. Collings, whose name as Manager of 224 HM PRIVATE INVESTOR IX, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 30th day of March A.D., 2006.

Stephanie Ann Baty  
Notary Public  
My commission expires: 6-9-06

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WITNESS:

LANDLORD:

224 HM PRIVATE INVESTOR X, LLC,  
an Alabama limited liability company

[Signature]

By: [Signature]  
Name: Desiree Collings  
Title: Authorized Manager

STATE OF California,  
COUNTY OF Riverside )SS.

I, Brenda Cade, a Notary Public, in and for said County in said State, hereby certify that Desiree Collings, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR X, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, she, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

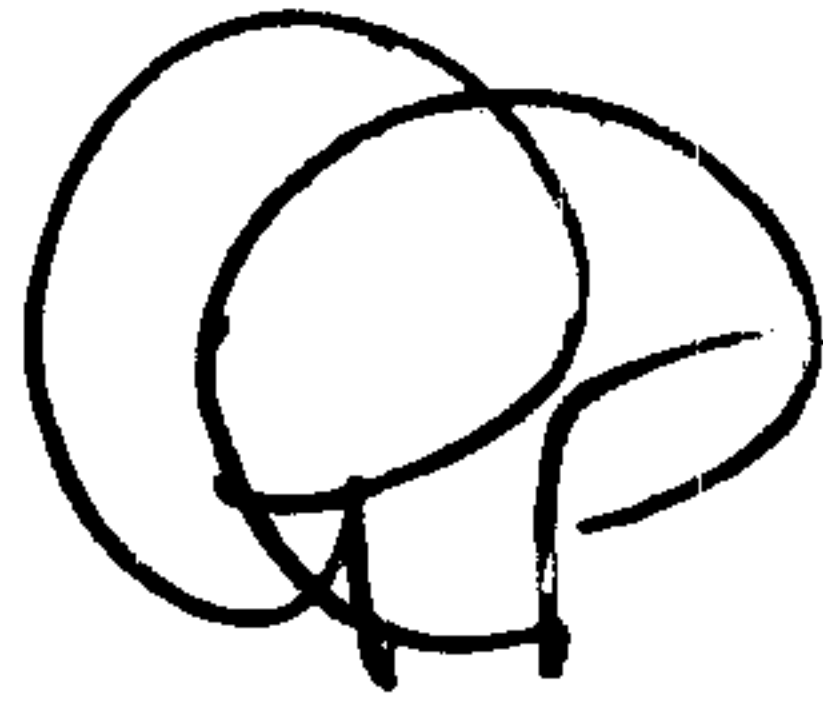
Given under my hand and official seal this 30 day of March A.D., 2006.



[Signature]  
Notary Public  
My commission expires: Jan 24, 2007


[LANDLORD SIGNATURE PAGES FOLLOW]

WITNESS:



LANDLORD:

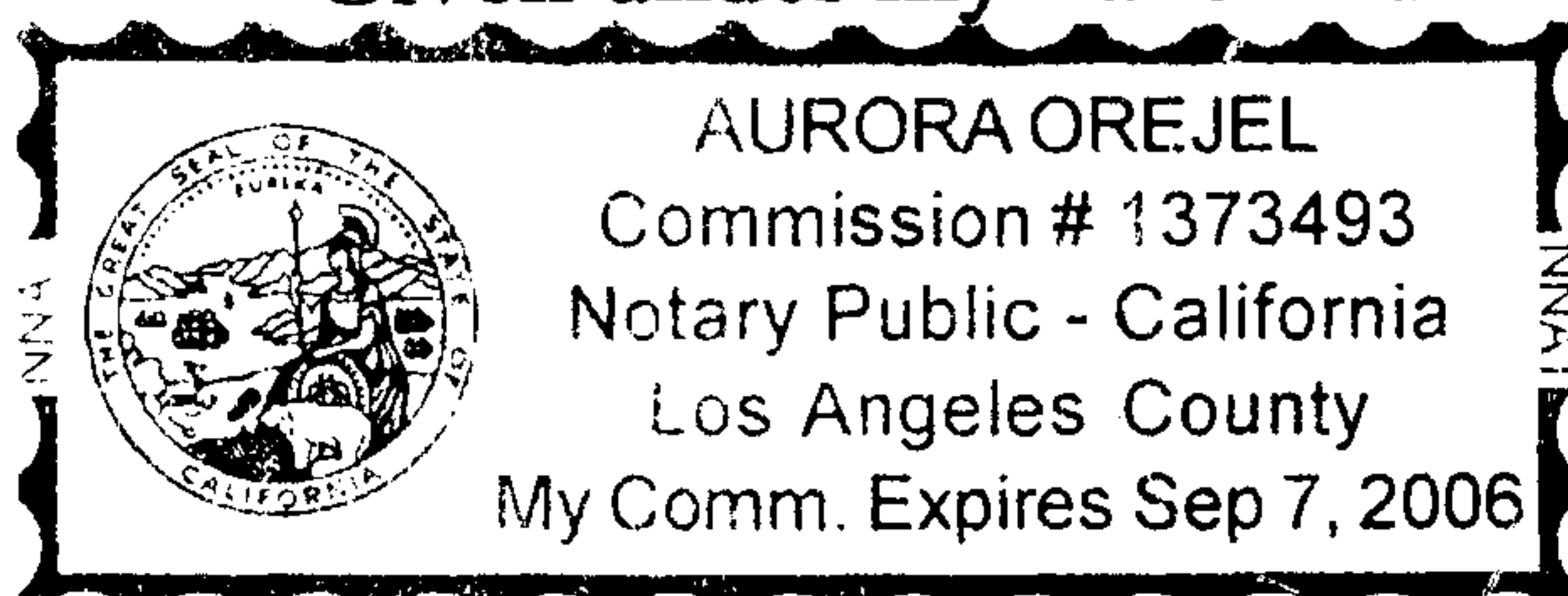
224 HM PRIVATE INVESTOR XI, LLC,  
an Alabama limited liability company

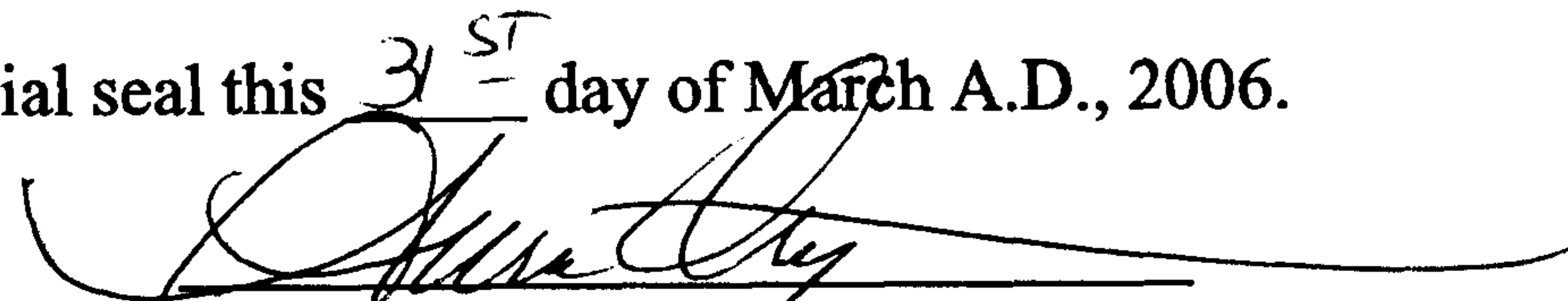
By:   
Name: Barbara A. Hruden  
Title: Authorized Manager

STATE OF California )  
COUNTY OF Los Angeles )SS.

I, Aurora Orejel, a Notary Public, in and for said County in said State, hereby certify that Barbara A. Hruden, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR XI, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, she, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 31<sup>ST</sup> day of March A.D., 2006.



  
Notary Public  
My commission expires: 9/7/06

[LANDLORD SIGNATURE PAGES FOLLOW]

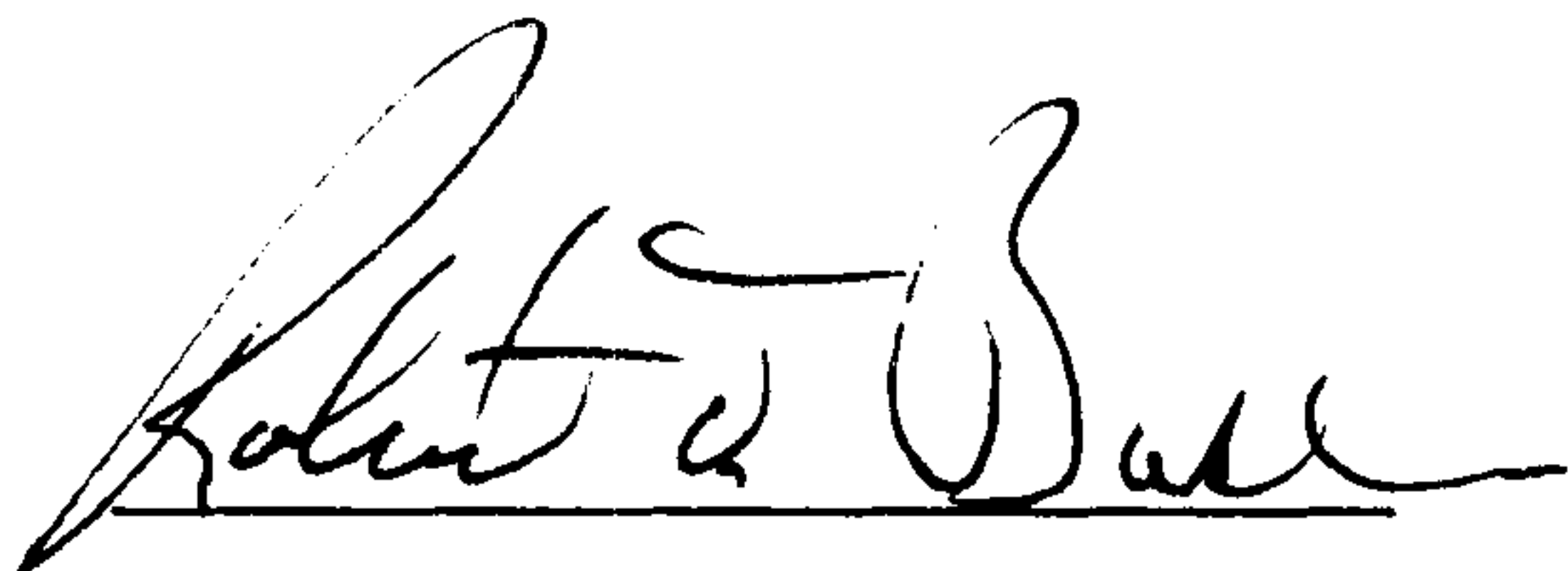


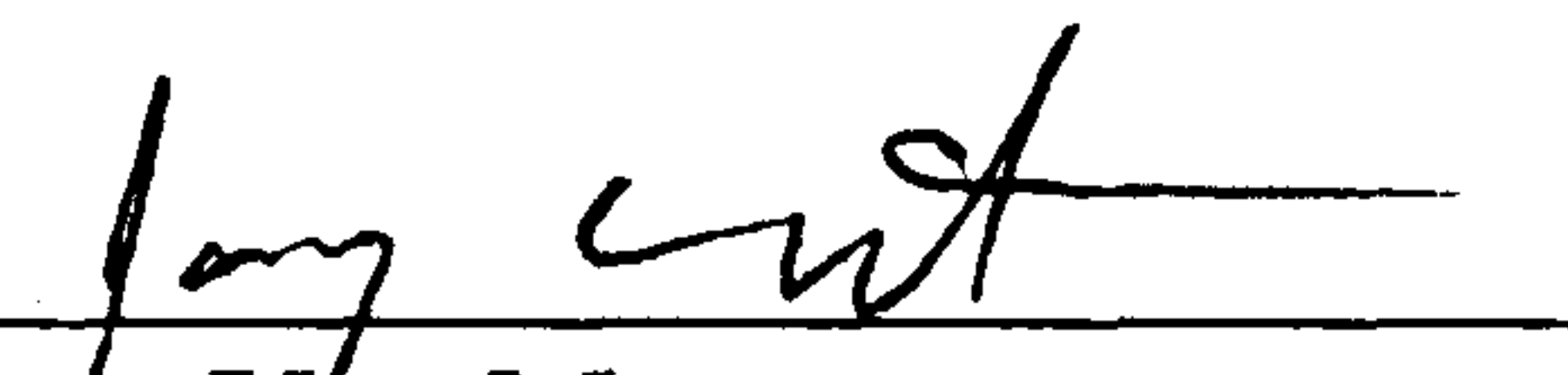
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WITNESS:

LANDLORD:

224 HM PRIVATE INVESTOR XII, LLC,  
an Alabama limited liability company

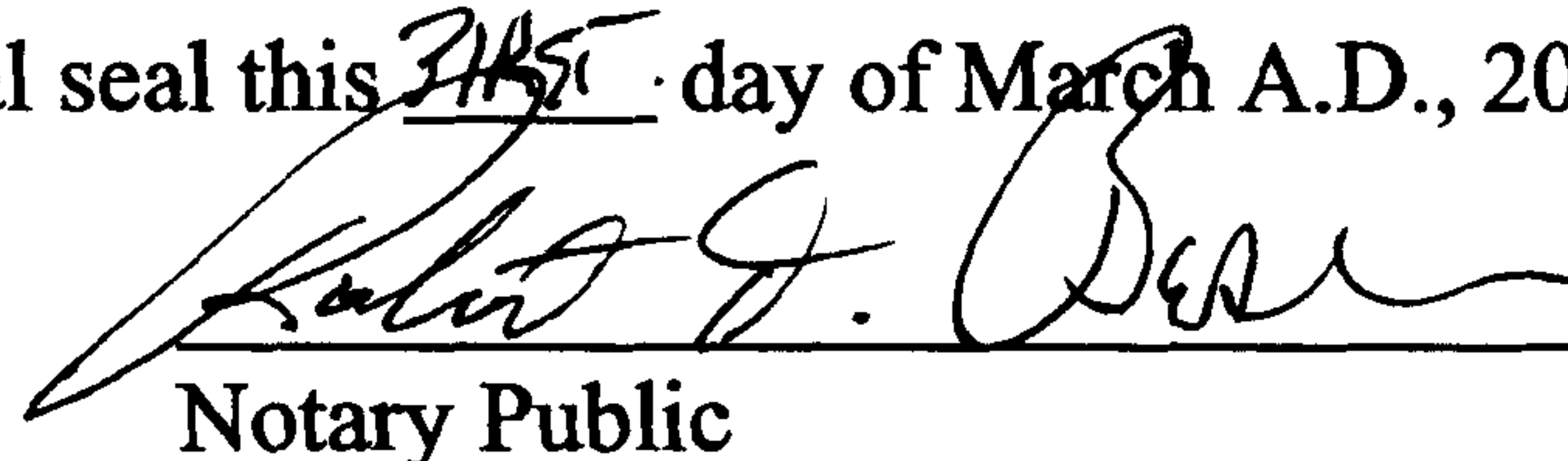


By:   
Name: Jerry Van Meter  
Title: Authorized Manager

STATE OF CALIFORNIA )  
 )SS.  
COUNTY OF ORANGE )

I, Robert T. Besler a Notary Public, in and for said County in said State, hereby certify that Jerry Van Meter, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR XII, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 21<sup>st</sup> day of March A.D., 2006.

  
Notary Public

My commission expires: JUNE 27th 2009

**[LANDLORD SIGNATURE PAGES FOLLOW]**

WITNESS:

LANDLORD:

224 HM PRIVATE INVESTOR XIII, LLC,  
an Alabama limited liability company

[Signature]

By: Elvera C. Hollaway  
Name: Elvera C. Hollaway  
Title: Authorized Manager

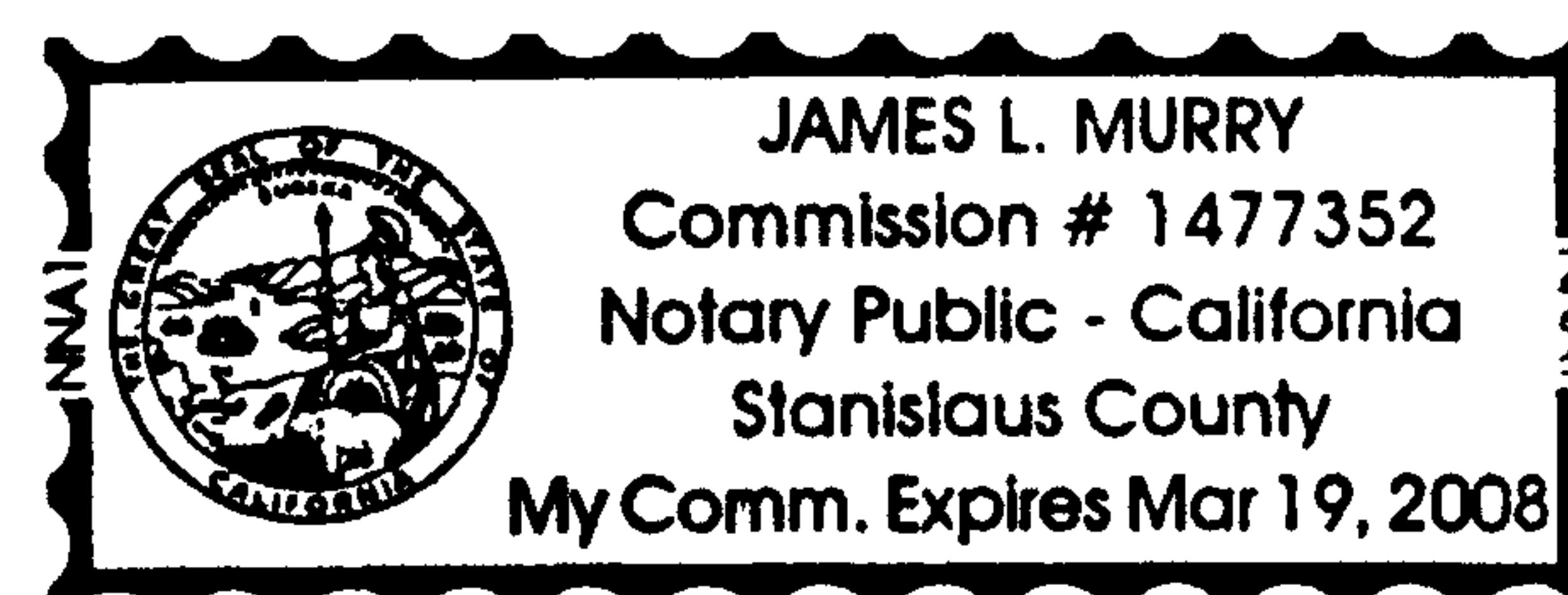
STATE OF CALIFORNIA )  
 )SS.  
COUNTY OF STANISLAUS )

I, JAMES L. MURRY, a Notary Public, in and for said County in said State, hereby certify that Elvera C. Hollaway, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR XIII, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 30<sup>th</sup> day of March A.D., 2006.

James L. Murry  
Notary Public  
My commission expires: 3/19/08

[LANDLORD SIGNATURE PAGES FOLLOW]







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Shelby Cnty Judge of Probate, AL  
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WITNESS:

LANDLORD:

224 HM PRIVATE INVESTOR XIV, LLC,  
an Alabama limited liability company

Wicki Stuckland

By: [Signature]

Name: Douglas M. Clayton

Title: Authorized Manager

STATE OF South Carolina  
COUNTY OF Horry )SS.

I, Jessica Isaacson Notary Public, in and for said County in said State, hereby certify that Douglas M. Clayton, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR XIV, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 29 day of March A.D., 2006.

Jessica Isaacson

Notary Public

My commission expires: July 12, 2015

[LANDLORD SIGNATURE PAGE FOLLOWS]

20060407000161100 22/24 \$94.00  
Shelby Cnty Judge of Probate, AL  
04/07/2006 10:56:15AM FILED/CERT

WITNESS:

LANDLORD:

224 HM PRIVATE INVESTOR XV, LLC,  
an Alabama limited liability company

Vicki Strickland

By: 74 my

Name: Douglas M. Clayton

Title: Authorized Manager

STATE OF South Carolina  
COUNTY OF Horry )SS.

I, Jessica Isaacs, a Notary Public, in and for said County in said State, hereby certify that Douglas M. Clayton, whose name as Authorized Manager of 224 HM PRIVATE INVESTOR XV, LLC, an Alabama limited liability company, is signed to the foregoing Subordination and Estoppel Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination and Estoppel Agreement, she, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 29 day of March A.D., 2006.

Jessica Isaacs  
Notary Public

My commission expires: July 12, 2015



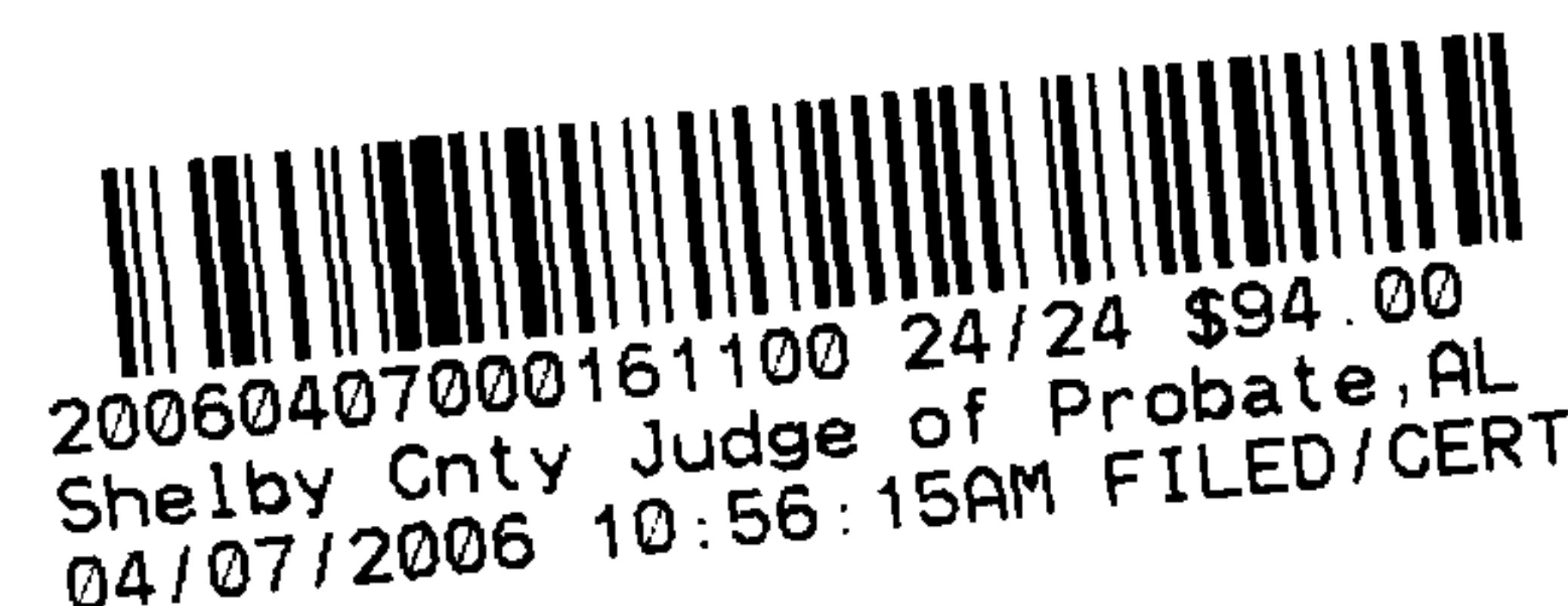


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## **SCHEDULE I**

### **LEGAL DESCRIPTION**

## Exhibit "A"



### PARCEL I:

Part of Lots 12 and 13 and 14, in Block 2, of Nickerson-Scott Survey as recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama.

ALSO, a parcel of land situated in the Southeast quarter of the Southeast quarter of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a point on the Easterly right of way of U.S. Highway 31, also known as Montgomery Highway and First Street, said point being on the Southerly line of said Lot 12, Block 2 of said Nickerson-Scott Survey and run in an Easterly direction along the Southerly line of said Lot 12 and a projection thereof for a distance of 262.73 feet; thence turn an angle to the left of 90° 03' 16" and run in a Northerly direction for a distance of 149.91 feet; thence turn an angle to the left of 89° 56' 44" and run in a Westerly direction along a line, which is a projection of the Northerly line of said Lot 14, Block 2, of said Nickerson-Scott Survey, and along said Northerly line of said Lot 14 for a distance of 262.55 feet to a point on said Easterly right of way of U.S. Highway 31 (Montgomery Highway, First Street); thence turn an angle to the left of 89° 59' 08" and run in a Southerly direction along said right of way for a distance of 149.91 feet to the point of beginning.

### PARCEL II:

Part of Lots 15, 16 and 17, in Block 2, of Nickerson-Scott Survey, as recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama.

ALSO, a parcel of land situated in the Southeast quarter of the Southeast quarter of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a point on the Easterly right of way of U.S. Highway 31, also known as Montgomery Highway and First Street, said point being on the Southerly line of said Lot 15, Block 2 of said Nickerson-Scott Survey, and run in an Easterly direction along the Southerly line of said Lot 15, and a projection thereof for a distance of 262.55 feet; thence turn an angle to the left of 90° 03' 16" and run in a Northerly direction for a distance of 50.37 feet; thence turn an angle to the left of 90° 02' 51" and run in a Westerly direction along a line which is a projection of the Northerly line of said Lot 15 for a distance of 100.08 feet to the Northeast corner of said Lot 15; thence turn an angle to the right of 89° 59' 56" and run in a Northerly direction along the Easterly line of said Lot 16 and 17, Block 2 of said Nickerson-Scott Survey for a distance of 60.02 feet; thence turn an angle to the left of 89° 58' 10" and run in a Westerly direction for a distance of 162.29 feet to a point on said Easterly right of way of U.S. Highway 31 (Montgomery Highway, First Street); thence turn an angle to the left of 89° 54' 47" and run in a Southerly direction along said right of way for a distance of 110.00 feet to the point of beginning.

All situated in Shelby County, Alabama.

### Also Described As:

Beginning at an existing iron rebar set by Weygand being the locally accepted Southwest corner of Lot 12, Block 2, Nickerson-Scott Survey, as recorded in Map Book 3, Page 34, in the Probate Office of Shelby County, Alabama, and also being on the East right-of-way line of the Montgomery Highway, run in an Easterly direction along the South line of said Lot 12 and its Easterly extension thereof for a distance of 262.73 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 89° 59' 17" and run in a Northerly direction for a distance of 199.87 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 90° 01' 23" and run in a Westerly direction for a distance of 100.08 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 89° 59' 20" and run in a Northerly direction for a distance of 60.01 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 89° 58' 01" and run in a Westerly direction for a distance of 162.24 feet to an existing iron rebar set by Weygand and being on the East right-of-way line of said Montgomery Highway; thence turn an angle to the left of 89° 54' 59" and run in a Southerly direction along the East right-of-way line of said Montgomery Highway for a distance of 259.89 feet, more or less, to the point of beginning.