



**ESTOPPEL, SUBORDINATION, ATTORNMENT  
AND NON-DISTURBANCE AGREEMENT**

**THIS AGREEMENT**, made and entered into as of the 5<sup>th</sup> day of February, 2009, is by and among **RELATIONSHIPS INCORPORATED**, an Alabama Corporation ("Tenant"), **MICHAEL G. SEMON** ("Landlord"), and **ZIONS FIRST NATIONAL BANK** ("Lender").

**RECITALS:**

Tenant is the present tenant under that certain Lease (hereinafter "Lease") with respect to the property described on Exhibit "A" attached hereto. The premises demised to Tenant under the Lease, as more particularly described therein, are referred to herein as the "Premises". Landlord, as the present landlord under the Lease, has obtained or will obtain financing from Lender which is 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 making such loan, Lender has required that Landlord and 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 Landlord, the parties hereto do mutually covenant and agree as follows:

1. 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.
2. The Lease is the entire agreement between Landlord and Tenant as to the Premises and Tenant's occupancy thereof. A true and correct copy of the Lease is attached hereto.
3. 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.
4. 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 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 Landlord (or Lender).
5. Tenant shall give prompt written notice to Lender of all defaults by 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.
6. 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 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).

7. Upon Lender's written request, and without regard to contrary instructions from Landlord, Tenant agrees that it shall make the payments to be made by Tenant under the Lease directly to Lender. 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 Landlord. Receipt of such payments by Lender shall not relieve 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 Landlord for performance of such obligations.

8. If the interest of 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 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 Landlord under the Lease, and without the execution of any additional documents by the parties hereto.

9. Tenant hereby agrees that, except for defaults of which Lender has been notified pursuant to Section 5 hereof, 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 Landlord's obligations under the Lease. Tenant further agrees that, except for defaults of which Lender has been notified pursuant to Section 5 hereof, Lender shall not be:

- (a) liable for any act or omission of any prior landlord (including 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 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 Landlord but which was not subsequently delivered to Lender.

10. 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:



20090216000053650 3/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
02/16/2009 01:01:24PM FILED/CERT

If to Tenant: RELATIONSHIPS INCORPORATED  
4337 Heritage View Road  
Birmingham, AL 35242

If to Landlord: MICHAEL G. SEMON  
4337 Heritage View Road  
Birmingham, AL 35242

If to Lender: ZIONS FIRST NATIONAL BANK  
One South Main Street, Suite 1400  
Salt Lake City, Utah 84111

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

11. 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:

RELATIONSHIPS INCORPORATED

By: Michael G. Semon, Pres.  
Michael G. Semon (Its President)

LANDLORD:

Michael G. Semon L.S.  
Michael G. Semon (Individually)

LENDER:

ZIONS FIRST NATIONAL BANK

By: Kathy Thomas  
(Vice President)

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF Alabama  
COUNTY OF Jefferson

**ACKNOWLEDGEMENT OF TENANT**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael G. Semon, whose name as President of RELATIONSHIPS INCORPORATED, 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 5<sup>th</sup> day of February, 2009.

[Signature]

NOTARY PUBLIC

My Commission Expires: 12/14/2012

STATE OF ALABAMA  
JEFFERSON COUNTY

**ACKNOWLEDGEMENT OF LANDLORD**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael G. Semon, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 5<sup>th</sup> day of February, 2009.

[Signature]

NOTARY PUBLIC

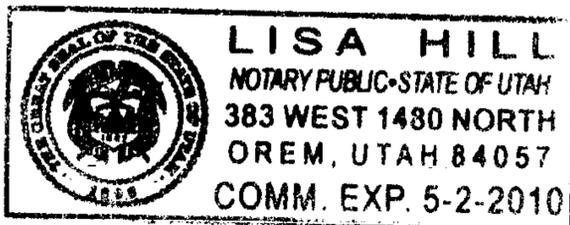
My Commission Expires: 12/14/2012

STATE OF UTAH  
SALT LAKE COUNTY

**ACKNOWLEDGEMENT OF LENDER**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kathy Thomas, whose name as Vice-President of ZIONS FIRST NATIONAL 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 10<sup>th</sup> day of February, 2009.



[Signature]

NOTARY PUBLIC

My Commission Expires: May 2, 2010



20090216000053650 5/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
02/16/2009 01:01:24PM FILED/CERT

EXHIBIT "A"

Part of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the NE corner of the NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of said Section 16, run in a Westerly direction along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for a distance of 408.09 feet to Riches' corner; thence turn an angle to the left of 91 degrees, 25 minutes and run in a Southerly direction for a distance of 423 feet, more or less, to the North right of way line of Valleydale Road; thence turn an angle to the right of 47 degrees, 51 minutes and run in a Southwesterly direction along the North right of way line of said Valleydale Road for a distance of 306.50 feet to an existing iron pin found at the Easternmost corner of a tract of land sold to M.C. Crow by deed executed by H.M. Winslet and wife, Bessie Winslet, dated September 10, 1960, and recorded in Deed Book 213, Page 159, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 14 degrees, 15 minutes and run Southwesterly along the Southeast side of the M.C. Crow property for a distance of 209.40 feet to an existing 1 inch bolt being the Southernmost corner of the M.C. Crow property; thence continue in a Southwesterly direction along the Northwest right of way line of Valleydale Road for a distance of 18.0 feet to an existing iron rebar set by Weygand and being the point of beginning; thence continue in a Southwesterly direction along the Northwest right of way line of Valleydale Road for a distance of 112.89 feet to an existing 1 inch open top iron pin; thence turn an angle to the right of 103 degrees, 19 minutes, 23 seconds and run in a Northwesterly direction for a distance of 135.36 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 81 degrees, 42 minutes, 13 seconds and run in a Northeasterly direction for a distance of 66.68 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 5 degrees, 06 minutes, 39 seconds and run in a Northeasterly direction for a distance of 52.99 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 89 degrees, 33 minutes, 54 seconds and run in a Southeasterly direction for a distance of 63.28 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 16 degrees, 07 minutes, 43 seconds and run in a Southeasterly direction for a distance of 60.19 feet, more or less, to the point of beginning.

Situated in Shelby County, Alabama.