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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into by and among Roy Martin Construction, LLC ("Lessor"), Solid Rock Dentistry, P.C. ("Lessee"), and Aliant Bank ("Mortgagee") as of the 26 day of June, 2009.

WITNESSETH:

WHEREAS, by lease dated April 1, 2008 (herein referred to as the "Lease"), Broadview, Inc. leased to Lessee, and Lessee leased from Broadview, Inc., certain property (the "Property") in Helena, Shelby County, Alabama, more particularly described in said Lease, said Lease to be assigned to Roy Martin Construction, LLC; and

WHEREAS, Lessor has applied to Mortgagee for a loan to be secured by a mortgage and security agreement (the "Mortgage") on certain property of the Lessor, including, without limitation, the Property; and

WHEREAS, each party hereto has agreed that it is in its best interest to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants of the parties hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Mortgagee to make the Loan, the parties agree as follows:

1. The Lease and the lien thereof and all estates and rights of Lessee thereunder shall at all times be subject and subordinate in all respects to the lien of the Mortgage and the rights of the Mortgagee under the Mortgage and to all renewals, replacements, consolidations, modifications, assignments and extensions thereof, subject to the terms and conditions hereinafter set forth in this Agreement.

2. So long as Lessee is not in default in the payment of rent or additional rent or in the performance of any of the other terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession under the Lease shall not be diminished or interfered with by Mortgagee, and Lessee's occupancy shall not be disturbed by Mortgagee during the term of the Lease.

3. If the interest of Lessor shall be acquired by Mortgagee or any other party (including, without limitation, any assignee or transferee of Mortgagee) by reason of (a) foreclosure of the Mortgage, (b) other proceedings brought or actions taken to enforce the rights of the holder thereof, or (c) deed in lieu of foreclosure or any other instrument (said Mortgagee or said other party being collectively referred to as "Mortgagee"), and Mortgagee succeeds to the interest of Lessor under the Lease, the Lease and the rights of Lessee thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease, Lessee shall be bound to Mortgagee under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining, with the same force and effect as if Mortgagee were the lessor or Lessor under the Lease, and Lessee does hereby attorn to Mortgagee as its lessor, said attornment to be effective and self-operative without the execution of any

other instruments on the part of either party hereto immediately upon Mortgagee's succeeding to the interest of Lessor under the Lease. The respective rights and obligations of Lessee and Mortgagee upon such attornment, to the extent of the then remaining balance of the term of the Lease, shall be and are the same as now set forth in the Lease, it being the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth at length herein.

4. If Mortgagee shall succeed to the interest of Lessor under the Lease, Mortgagee shall thereafter be bound to Lessee under all of the terms, covenants and conditions of the Lease, and Lessee shall, from and after Mortgagee's succession to the interest of Lessor under the Lease, have the same remedies against Mortgagee for the breach of any agreement contained in the Lease that Lessee might have had under the Lease against Lessor if Mortgagee had not succeeded to the interest of Lessor; provided, however, that Mortgagee shall not be:

- (a) liable for any act or omission of any prior Lessor (including Lessor); or
- (b) obligated to perform any covenant or obligation of any prior Lessor (including Lessor) the performance of which was to be performed in whole or in part prior to the date Mortgagee actually succeeds to the interest of Lessor; or
- (c) subject to any offsets or defenses that Lessee might have against any prior Lessor (including Lessor); or
- (d) bound by any rent or additional rent that Lessee might have paid for more than the then current month to any prior Lessor (including Lessor); or
- (e) bound by any agreement or modification of the Lease made without Mortgagee's prior written consent; or
- (f) in any way responsible for any deposit or security that was delivered to Lessor but which was not subsequently delivered to Mortgagee.

5. Lessee shall give prompt written notice to Mortgagee of all defaults by Lessor of any obligations under the Lease.

6. The parties acknowledge and agree that the Lease has been assigned to Mortgagee pursuant to separate agreements between Lessor and Mortgagee and that this Agreement shall not in any way diminish Mortgagee's right to rents and profits arising out of the Lease. To the contrary, Lessor and Lessee expressly acknowledge Mortgagee's right to the rents and profits arising out the Lease and they covenant and agree that Lessee shall be entitled and obligated to pay all rents and profits to Mortgagee as provided in said separate agreements.

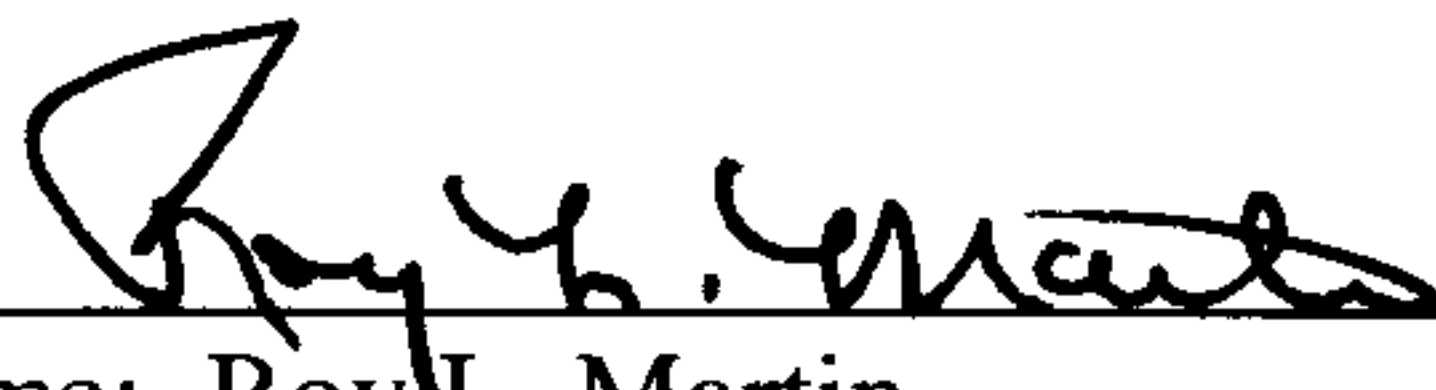
7. This Agreement may not be altered, modified or amended except in writing signed by all of the parties hereto.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Without limiting the foregoing, the term "Lessor" as used herein shall also refer to the grantees, successors and assigns of the Lessor named hereinbelow.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

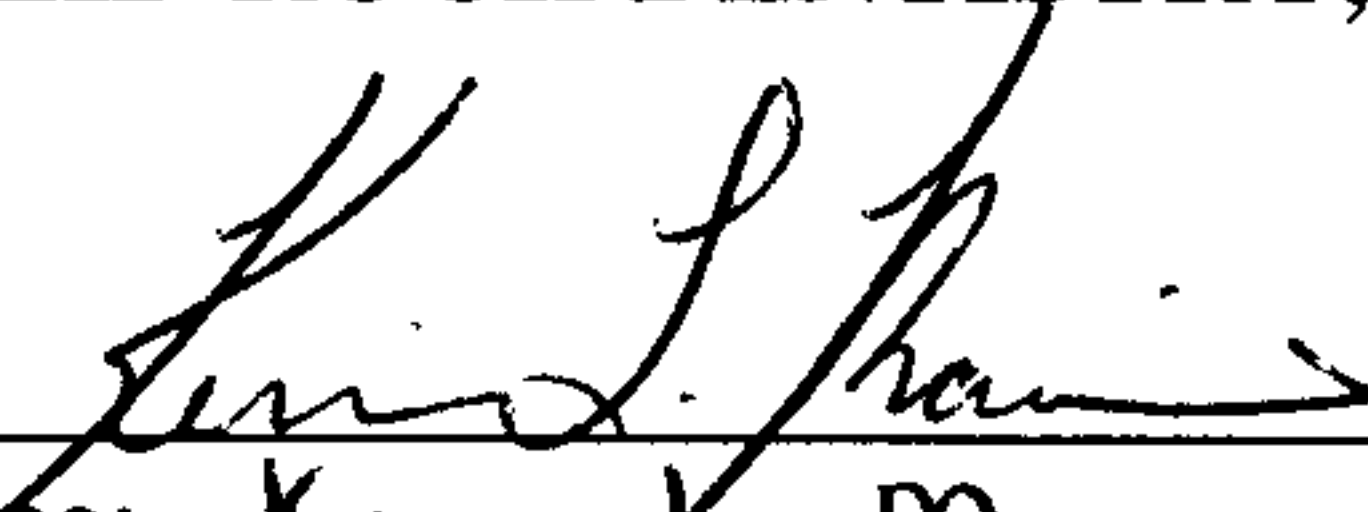
LESSOR:

ROY MARTIN CONSTRUCTION, LLC

By: 
Name: Roy L. Martin
Title: Sole Member

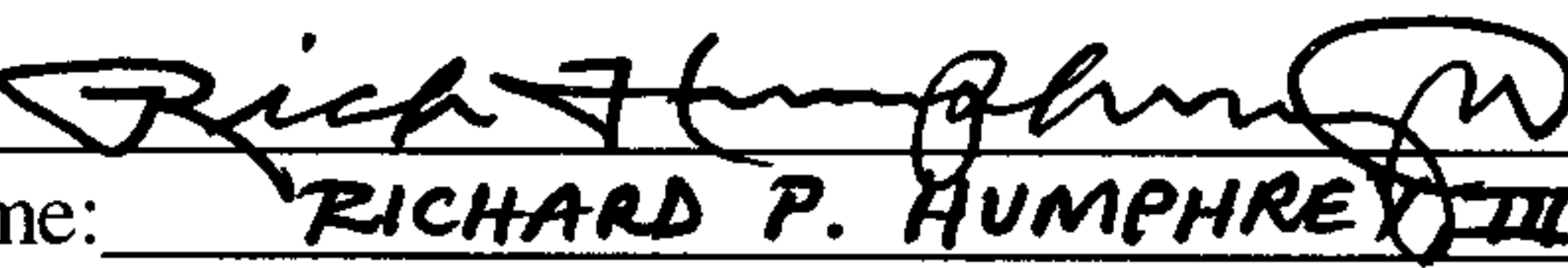
LESSEE:

SOLID ROCK DENTISTRY, P.C.

By: 
Name: Kevin L. Morris
Title: President

MORTGAGEE:

ALIAN BANK

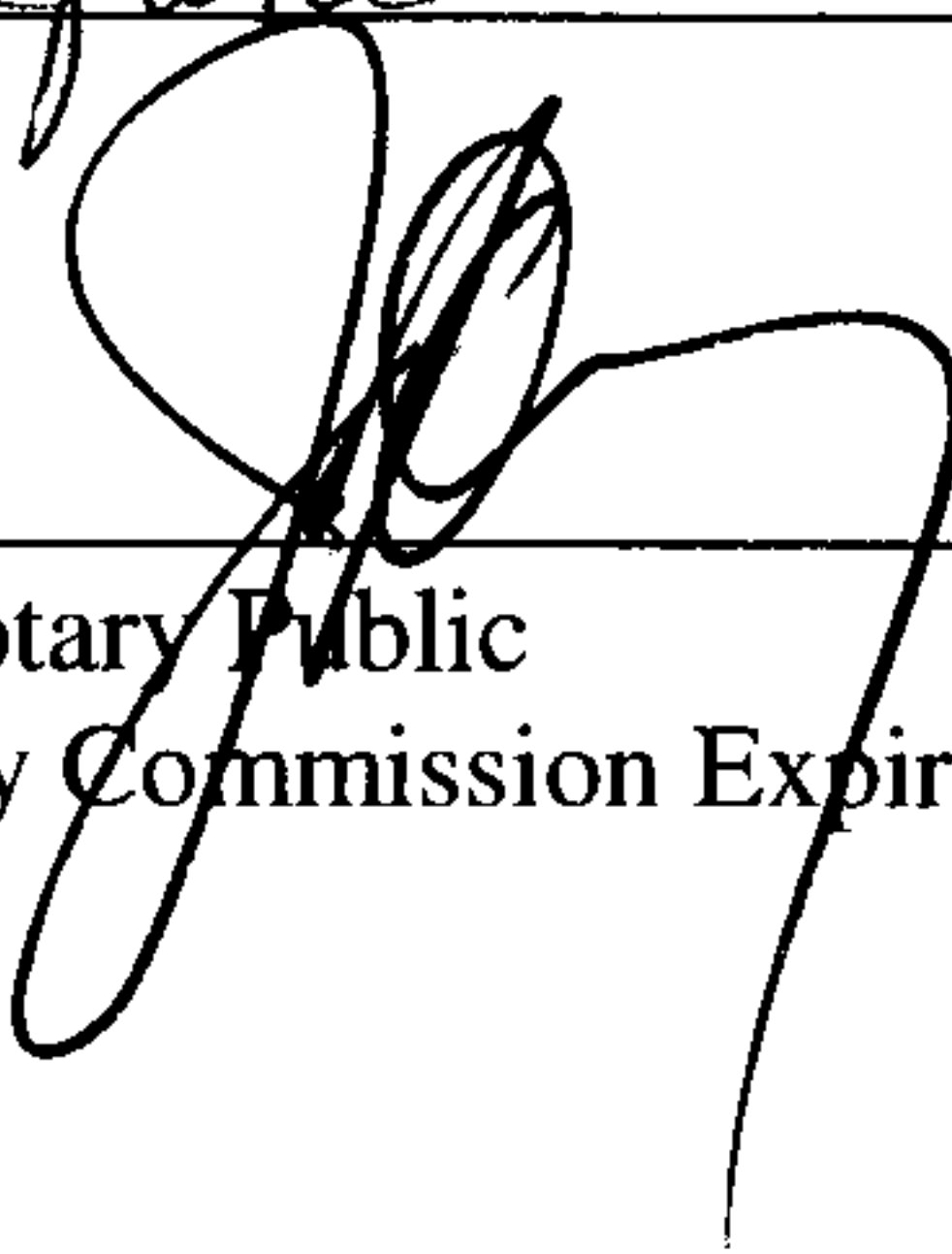
By: 
Name: RICHARD P. HUMPHREY III
Title: SENIOR VICE PRESIDENT

STATE OF ALABAMA)
COUNTY OF SHELBY)


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Shelby Cnty Judge of Probate, AL
06/30/2009 09:33:02 AM FILED/CERT

I, a Notary Public in and for said County, in said State, hereby certify that Roy L. Martin, whose name as the Sole Member of ROY MARTIN CONSTRUCTION, LLC, 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 the instrument, he, as such Sole Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 26th day of June, 2009.



Notary Public

My Commission Expires: 7-14-2011

STATE OF Alabama)
COUNTY OF SHELBY)

I, a Notary Public in and for said County, in said State, hereby certify that Kevin L. Morris, whose name as the President of Solid Rock Dentistry, P.C., 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 25th day of June, 2009.



Notary Public

My Commission Expires: 3/12/2011

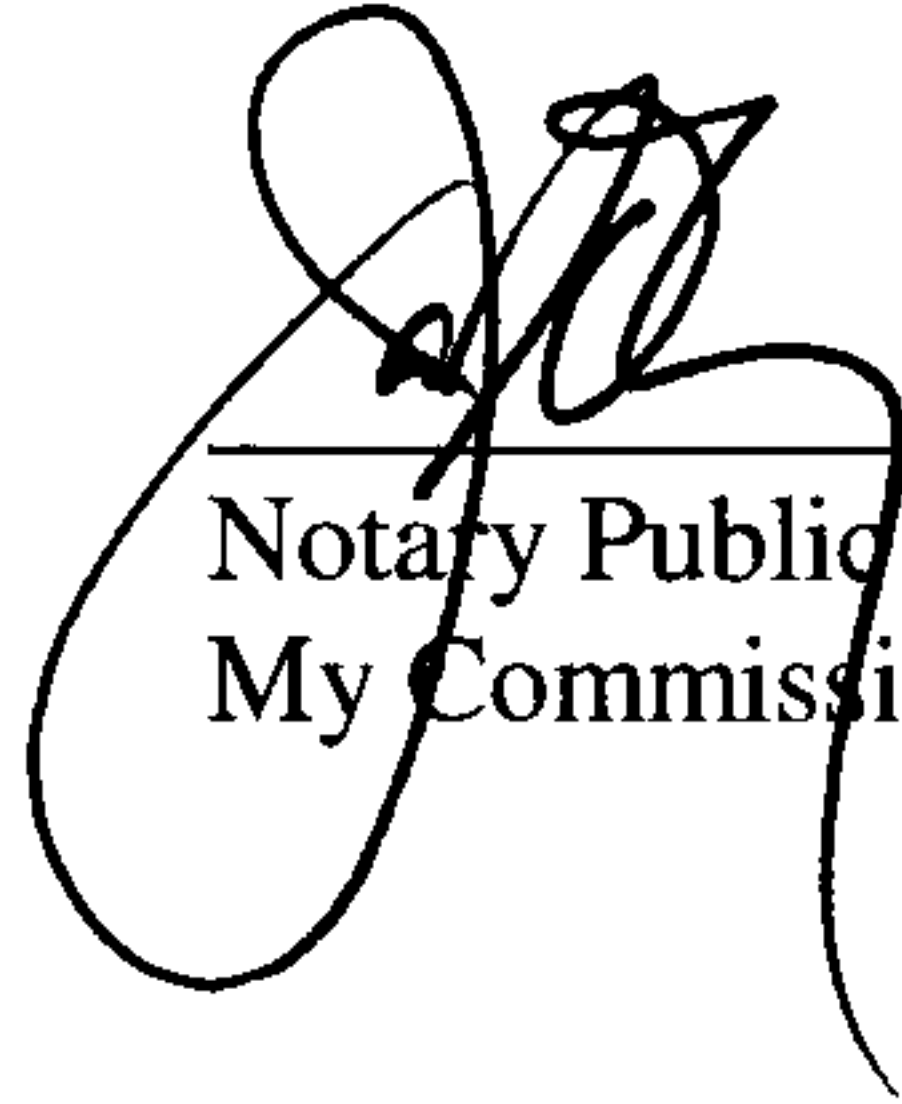


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Shelby Cnty Judge of Probate, AL
06/30/2009 09:33:02 AM FILED/CERT

STATE OF Alabama)
COUNTY OF Shelby)

I, a Notary Public in and for said County, in said State, hereby certify that Rachon D. Humphrey, Jr.
whose name as the SR VP of Aliant 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 the
instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of
said corporation.

Given under my hand this 26th day of June, 2009.



Notary Public
My Commission Expires: 7-14-2011