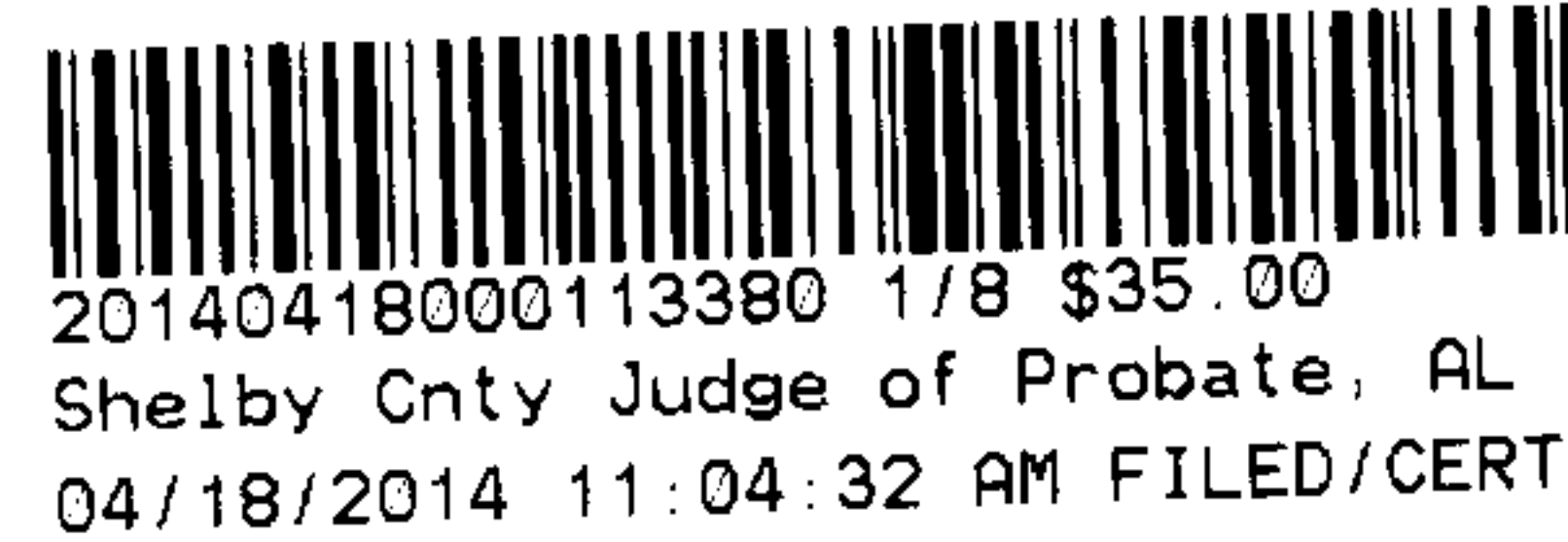


PREPARED BY:

Wendy Hardegree Davis
ENGEL, HAIRSTON & JOHANSON, P.C.
109 North 20th Street, Fourth Floor
P.O. Box 11405,
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(205) 328-4600
D-7703



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into as of the 16th day of April, 2014, by and among **BLR FURTHER, LLC**, an Alabama limited liability company ("Tenant"), **BYNUM REAL ESTATE INVESTMENTS, L.L.C.**, an Alabama limited liability company ("Landlord"), and **RENASANT BANK** ("Lender", together with Tenant and Landlord, sometimes collectively referred to herein as the "Parties", and sometimes each individually referred to herein as a "Party").

WHEREAS, Tenant is the present tenant under that certain Lease Agreement of even date herewith (hereinafter "Lease") with respect to a portion of the real property described on Exhibit "A" attached hereto ("Property"). 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 ("Loan") which is secured by a first-priority mortgage covering the real 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, provided that no such amendment or modification materially impacts Tenant's rights under this Agreement), are referred to herein as the "Security Instruments." As a condition to making the Loan, Lender has required that Landlord and Tenant execute this instrument.

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 and for Landlord to refinance the property described on Exhibit "A" attached hereto, 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 in full force and effect and represents the entire agreement of the Tenant and Landlord as to the Premises, and Tenant's occupancy thereof.

3. As of this date, neither Tenant nor Landlord is in breach or default of any term, condition or obligation under the Lease beyond any applicable cure period, and Tenant has made all payments of rent or additional rent when due under the Lease, and has not pre-paid any payments of rent or additional rent more than thirty (30) days in advance of the due date of any such required payment. There is no security deposit under the Lease.

4. No event has occurred, and no condition exists which, with the giving of notice or the lapse of time or both, would constitute a default or breach by Landlord or Tenant under the Lease; and to Tenant's actual knowledge, Tenant has no existing defenses or offsets against the enforcement of the Lease by Landlord (or Lender).

5. Provided that Tenant shall at all times be entitled to rely upon the accuracy of Lender's notice address set forth in Section 10, or any change thereof made in accordance with the terms of Section 10, Tenant shall give written notice to Lender, on the same terms and conditions required for written notice to Landlord under the Lease, of any default or breach 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 in no event more than fifteen (15) days longer than the period of time afforded to Landlord under the Lease to effect a cure), but shall not be required, to cure the same.

6. Notwithstanding anything contained herein to the contrary, so long as Tenant is not in default beyond the expiration of any applicable grace or cure period in the payment of rent or additional rent or the performance of other terms or conditions of the Lease, Tenant shall not be disturbed by Lender (or any successor in interest to Lender or any purchaser of the Loan following a default thereunder by Landlord) 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, and Landlord shall hold Tenant harmless and indemnify Tenant from and against any claim, loss, cost, expense, or liability of any nature, including reasonable attorneys' fees, incurred by Tenant as a result of Tenant's compliance with this Section 7. 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 Property or 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. In the event Lender succeeds to the interest of Landlord under the Lease, Lender shall endeavor to provide notice under the terms of the Lease to Tenant and Tenant shall attorn to Lender as its landlord under the Lease, 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.

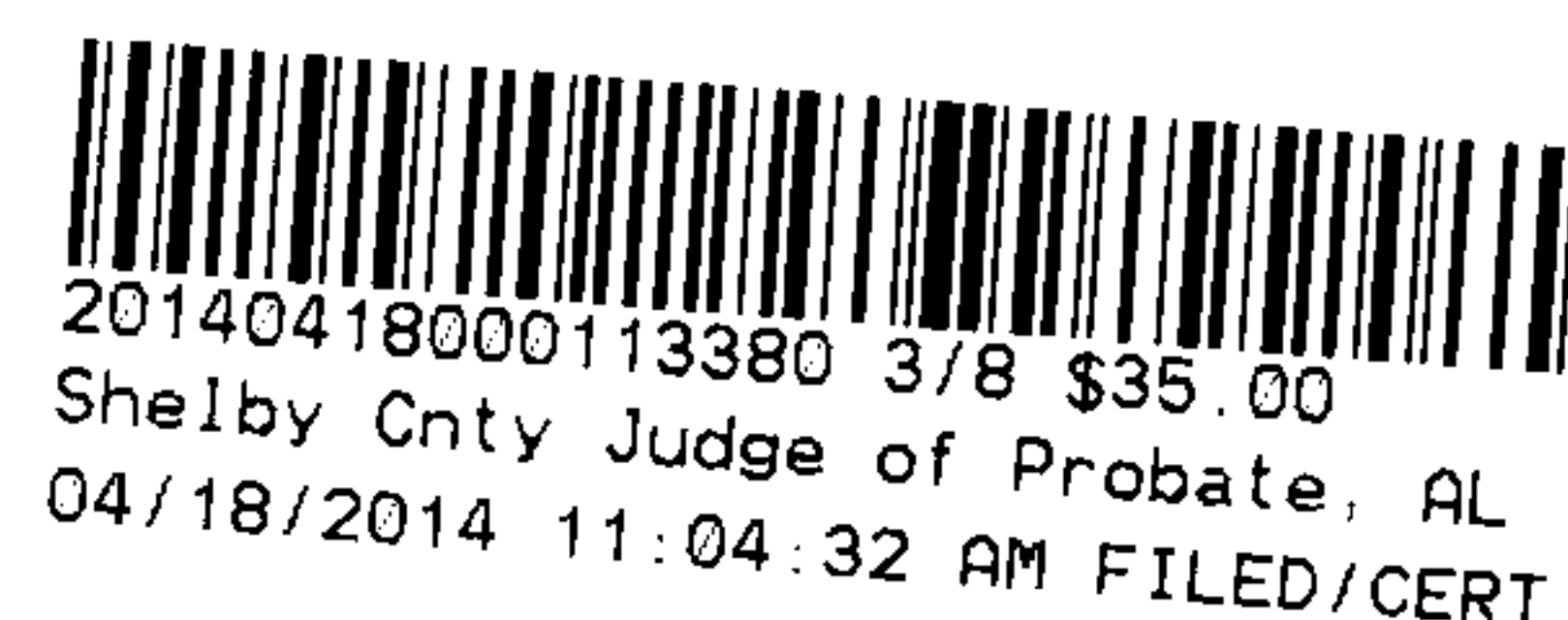
9. Lender shall not be responsible for obligations under the Lease unless and until Lender succeeds to Landlord's interest in the Lease. If Lender or its successors or assigns succeeds to Landlord's interest in the Lease, Tenant agrees to accept performance of Landlord's obligations under the Lease by Lender or its successors or assigns, and the Lease shall continue in full force and effect as a lease between Tenant and Lender or its successors or assigns. Lender shall be bound by the terms and conditions of the Lease in the event Lender shall succeed to Landlord's interest in the Lease and will remain responsible for Landlord's obligations under the Lease ONLY so long as Lender is the owner of the Premises or Property. Lender will not be liable under the Lease following the sale, conveyance, transfer or assignment of its interest in the Lease to a third party, or other disposition of Lender's interest in the Property or Premises. Nothing contained herein shall in any manner limit or restrict the right of Lender to have a receiver appointed or to seek any other appropriate relief or remedy under the Security Instruments provided that the rights of the Tenant under the Lease are not affected. The respective rights and obligations of the Tenant and the Lender upon such attornment and their relationship shall be as Tenant and landlord respectively, for the remaining term of the Lease, including any renewal periods set forth in said Lease.

10. Tenant hereby agrees that, except for defaults of which Lender has been notified pursuant to the terms of this Agreement, 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 prior to the date on which Lender succeeds to Landlord's interests in the Premises. Tenant further agrees that, except for defaults of which Lender has been notified pursuant to the terms 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 prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned; or
- (d) in any way responsible for any deposit or security which was delivered to any prior landlord (including Landlord), but which was not subsequently delivered to Lender.

11. 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: BLR further, LLC
Attn: Jeff Presley
4841 Summer Avenue
Memphis, Tennessee 38122



Telecopy: (901) 345-8525

If to Landlord: Bynum Real Estate Investments, L.L.C.
Attn: Cary Bynum
3030 Hampton Circle
Birmingham, Alabama 35242

If to Lender: Renasant Bank
Attn: Senior Vice President
2001 Park Place, Suite 600
Birmingham, Alabama 35203

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

12. This instrument shall survive any foreclosure of the Property or Premises, or any other succession by Lender to the interest of the Landlord with respect to the Property or Premises, and shall remain in full force and effect until the end of the Lease term and all exercised optional extension periods, or upon satisfaction of the Security Instruments and all renewals, modifications, consolidations, replacements, and extensions thereof whichever shall first occur. Upon payment in full of all obligations due Lender secured by the Security Instruments, and the satisfaction and termination of such Security Instruments, then this agreement shall terminate.

13. 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.

[SIGNATURE PAGES FOLLOW]


20140418000113380 4/8 \$35.00
Shelby Cnty Judge of Probate, AL
04/18/2014 11:04:32 AM FILED/CERT

[SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT 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.

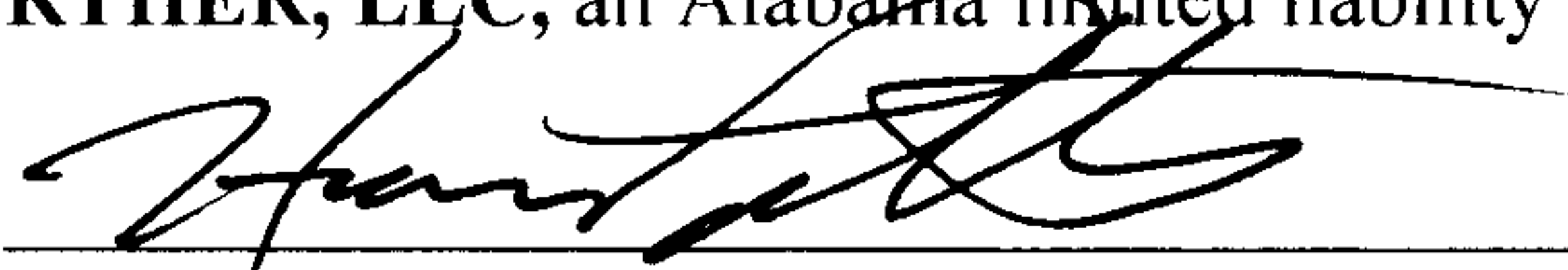
TENANT:

BLR FURTHER, LLC, an Alabama limited liability company

By:

Name:

Title:



HOMER C. PATTON

CEO

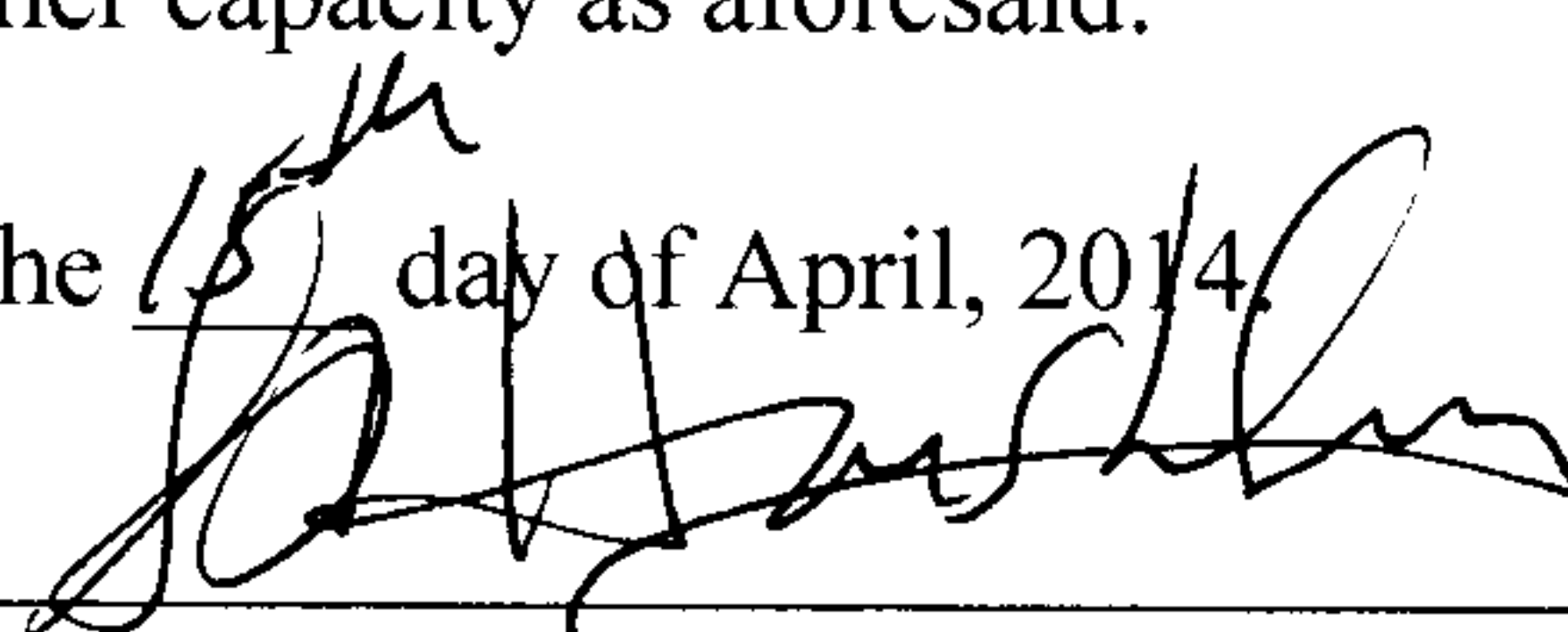
STATE OF TENNESSEE

COUNTY OF SHELBY

ACKNOWLEDGEMENT OF TENANT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that HOMER C. PATTON, whose name as CHIEF FINANCIAL OFFICER of BLR FURTHER, LLC, an Alabama limited liability company, 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 company, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the 15 day of April, 2014.


NOTARY PUBLIC

My Commission Expires: _____




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Shelby Cnty Judge of Probate, AL
04/18/2014 11:04:32 AM FILED/CERT

[SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT 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.

LANDLORD:

BYNUM REAL ESTATE INVESTMENTS, L.L.C., an Alabama limited liability company

By: _____

Name: Cary Bynum (also known as Cary W. Bynum)

Title: Manager

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 Cary Bynum (also known as Cary W. Bynum), whose name as Manager of BYNUM REAL ESTATE INVESTMENTS, L.L.C., an Alabama limited liability company, 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 Manager, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 11th day of April, 2014.

Wendy Nicole Handegree
NOTARY PUBLIC
My Commission Expires: 7/2/14



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[SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT 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.

LENDER:

RENASANT BANK

By: _____

Name: Daniel Sims

Title: Cor. Vice President

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 Daniel Sims, whose name as Cor. Vice President of RENASANT 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 16th day of April, 2014.

Wendy Nicole Handegree
NOTARY PUBLIC
My Commission Expires: 7/2/14


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Shelby Cnty Judge of Probate, AL
04/18/2014 11:04:32 AM FILED/CERT

EXHIBIT "A"

Lot 7B, according to the survey of Meadow Brook Corporate Park South, Phase II, Resurvey of Lot 7, as recorded in Map Book 41, Page 149 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO: i) taxes and assessments for the year 2014, a lien but not yet payable; ii) Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 146, Page 391; iii) Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporation Park as set out in Real 64, Page 91, along with 1st Amendment recorded in Real 95, Page 826; 2nd Amendment recorded in Real 141, Page 784; 3rd Amendment recorded in Real 177, Page 244; 4th Amendment recorded in Real 243, Page 453; 5th Amendment recorded in Real 245, Page 89; 6th Amendment recorded as Instrument # 1992-23529; 7th Amendment recorded as Instrument # 1995-03028; 8th Amendment recorded as Instrument # 1995-04188; 9th amendment recorded as Instrument # 1996-5491; 10th Amendment recorded as Instrument # 1996-32318; 11th Amendment recorded as Instrument # 1997-30077; 12th Amendment recorded as Instrument # 1997-37856; and 13th Amendment recorded as Instrument # 1998-5588; 14th Amendment recorded as Instrument # 1998-41655; 15th Amendment recorded as Instrument # 1998-46243; 16th Amendment recorded in Instrument # 1999-2935; 17th Amendment as recorded in Instrument # 20021217000631360, and Assignment of Developer Rights recorded as Instrument # 2001-35829; and 18th Amendment recorded as Instrument # 20100927000316200; iv) Agreement with Alabama Power Company as set out in Misc. Book 48, Page 880; v) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 66, Page 34 and Deed Book 28, Page 581; vi) Building setback lines, easements and buffer zone(s) as shown by recorded plat(s) in Map Book 12, Page 10 (Lot 7) and Map Book 41, Page 149 (Lot 7B); vii) Agreements with Alabama Power Company in regard to underground cables as set out in Real Book 75, Page 714; Real Book 75, Page 634; Real Book 120, Page 537; and Real Book 207, Page 348; viii) Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Instrument # 20110930000290450; and ix) coal, oil, gas and mineral and mining rights which are not owned by Mortgagor.


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