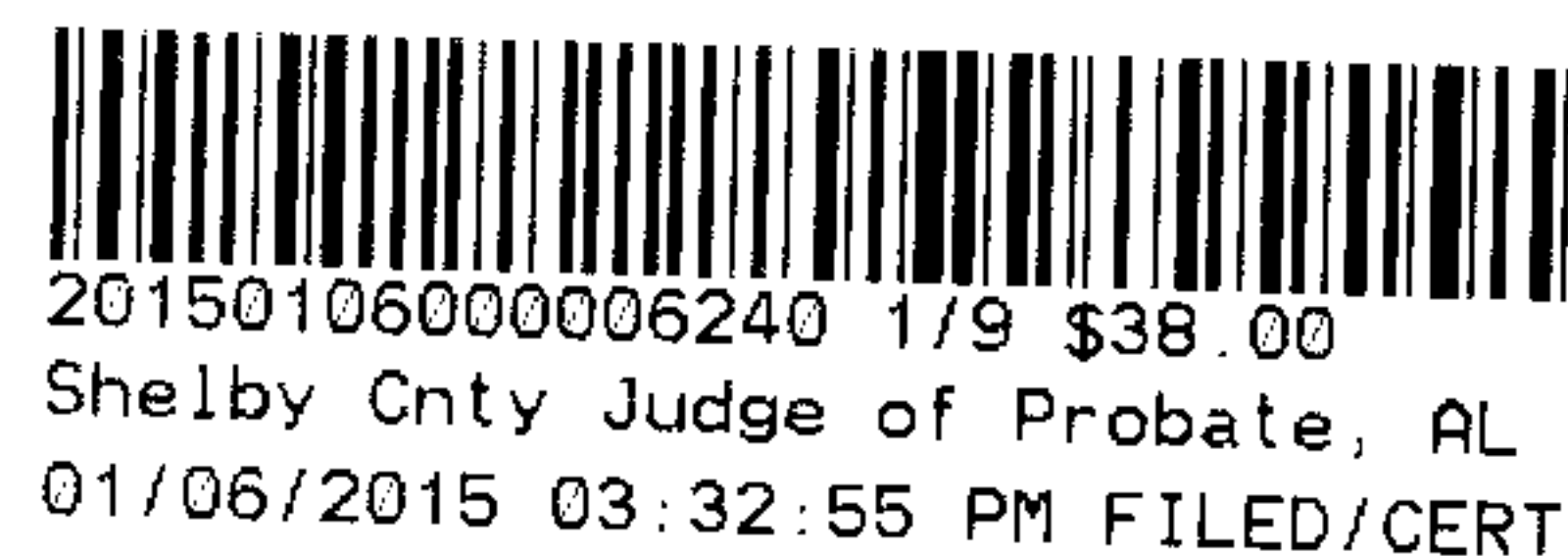


This instrument prepared by:
Haskins Jones
2829 2nd Avenue South, Suite 200
Birmingham AL 35233

STATE OF ALABAMA)
COUNTY OF SHELBY)



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the “**Agreement**”) made as of this 30th day of December, 2014, by and among **SWS-TX REALTY, INC.**, a Texas corporation (the “**Landlord**”), **SHELBY OB/GYN, P.C.**, an Alabama professional corporation (the “**Tenant**”), and **OAKWORTH CAPITAL BANK**, an Alabama state banking corporation (together with its successors or assigns, the “**Bank**”).

RECITALS:

Landlord’s predecessor-in-title, Shelby OB, LLC, and Tenant are parties to that certain Lease Agreement dated as of May 9, 2012, as the same was assigned to Landlord and amended by that certain Assignment, Assumption and Amendment of Lease Agreement dated as of October 30, 2014 (as amended, the “**Lease**”), pursuant to which Tenant leases from Landlord certain office space in an office condominium located in Shelby County, Alabama, as more particularly described in Exhibit A attached hereto and incorporated herein (the “**Property**”).

Landlord is borrowing a certain sum from Bank (such sum, as may be amended, extended, restated, modified, renewed or refinanced, collectively, the “**Loan**”), pursuant to that certain Loan Agreement by and between Bank and Landlord of even date herewith (the “**Loan Agreement**”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed in the Loan Agreement), as evidenced by that certain Promissory Note payable by Landlord to the order of Bank of even date herewith (as amended, extended, restated, modified, renewed or refinanced, collectively, the “**Note**”), and secured by, among other things, that certain Mortgage, Assignment of Rents and Leases and Security Agreement of even date herewith granting Bank a first priority mortgage lien on the real property that encompasses the Property (the “**Mortgage**”). The Loan Agreement, the Note, the Mortgage and the other documents, certificates, instruments and agreements executed by Landlord, Tenant or others in connection with the Loan or to otherwise evidence or secure the Loan, and all renewals, supplements, or amendments thereto or a part thereof, are collectively referred to as the “**Loan Documents**”.

Tenant and Bank desire to confirm their understanding with respect to the Lease and the Loan Documents, and to have Landlord confirm its agreement therewith.

AGREEMENT:

In consideration of the covenants, terms, conditions, and agreements contained herein, the parties hereto agree as follows:

1. The Lease and any extensions, modifications or renewals thereof, including, but not limited to, any option to purchase or right of first refusal to purchase the Property or any portion thereof, if any, is and shall continue to be subject and subordinate in all respects to the Loan Documents and the liens and security interests created thereby.

2. Tenant agrees to deliver to Bank, in the manner set forth below, a copy of any notice of default sent to Landlord by Tenant. If Landlord fails to cure such default within the time provided in the Lease, Bank shall have the right, but not the obligation, to cure such default on behalf of Landlord within thirty (30) calendar days after the time provided for Landlord to cure such default in the Lease has expired or, if such default is curable but cannot be cured within that time, within a reasonable period provided Bank is proceeding with due diligence to cure such default. In such event, Tenant shall not terminate the Lease while such remedies are being diligently pursued by Bank. Further, Tenant shall not terminate the Lease on the basis of any default by Landlord that is incurable by Bank (such as, for example, the bankruptcy of Landlord or breach of any representation by Landlord), provided Bank is proceeding with due diligence to commence an action to appoint a receiver or to obtain the right to possession of the Property by foreclosure, deed in lieu of foreclosure, or otherwise (each of the foregoing, a "**Foreclosure**"). Tenant hereby agrees that no action taken by Bank to enforce any rights under the Loan Documents by reason of any Default thereunder (including, without limitation, the appointment of a receiver, any Foreclosure or any demand for rent under any assignment of rents or leases) shall give rise to any right of Tenant to terminate the Lease, nor shall such action invalidate or constitute a breach of any of the terms of the Lease.

3. If Bank or its nominee or designee, or another purchaser of the Property upon a Foreclosure (Bank or any such person or entity, a "**Successor Owner**") succeeds to the interest of Landlord under the Lease, such Successor Owner shall not disturb Tenant's possession of the Property and shall continue and recognize the Lease and Tenant's rights thereunder, and Tenant shall make full and complete attornment to Successor Owner as substitute Landlord upon the same terms, covenants and conditions as provided in the Lease, including, but not limited to, any option to purchase or right of first refusal to purchase the Property as may be provided in the Lease. Tenant agrees that any such option or right of first refusal to purchase the Property or any portion thereof, as may be provided in the Lease shall not apply to and shall not in any way impair or delay any Foreclosure.

4. Tenant agrees that, if Successor Owner shall succeed to the interest of Landlord under the Lease, Successor Owner shall not be:

(a) liable for any prior act or omission of Landlord or any prior Landlord or consequential damages arising therefrom;

(b) subject to any offsets or defenses which Tenant might have as to Landlord or any prior Landlord;

(c) required or obligated to credit Tenant with any rent or additional rent for any rental period beyond the then current month which Tenant might have paid Landlord;
or

(d) bound by any amendments or modifications of the Lease made without Bank's or Successor Owner's prior express written consent;

(e) liable for the refund of all or any part of any security deposit unless such security deposit shall have been actually received by Bank and designated as a security deposit when transmitted to Bank.

5. Tenant agrees that, without the prior express written consent of Bank in its sole discretion in each case, Tenant shall not (a) amend, modify, terminate or cancel the Lease or any extensions or renewals thereof, or tender a surrender of the Lease (except in each case that, upon a default by Landlord under the Lease, Tenant may exercise its rights under the Lease after giving to Bank the notice and cure period required by this Agreement), (b) make a prepayment of any rent or additional rent more than one (1) month in advance of the due date thereof, or (c) subordinate or permit the subordination of the Lease to any lien or security interest subordinate to the Loan Documents. Any such purported action made without Bank's prior express written consent shall be void as against Bank or the holder of the Loan Documents.

6. To the extent that the Lease shall entitle Tenant to notice of the existence of any of the Loan Documents and the identity of any beneficiary under the Deed of Trust, any mortgagee or any ground lessor, this Agreement shall constitute such notice to Tenant with respect to the Loan Documents and Bank.

7. Upon and after the occurrence of a Default under the Loan Documents that is not cured after any applicable notice and/or cure periods, Bank shall be entitled, but not obligated, to require that Tenant pay all rent, additional rents, escrows and impounds under the Lease as directed by Bank, which payment shall, to the extent made, satisfy such payment obligations of Tenant under the Lease. Landlord agrees to hold Tenant harmless with respect to any such payments made by Tenant to Bank.

8. Nothing in this Agreement shall impose upon Bank any liability for the obligations of Landlord under the Lease unless and until Bank takes title to the Property, at which time Bank shall be responsible only for ongoing obligations arising after the date such Successor Owner takes title and possession of the Property. Anything herein or in the Lease to the contrary notwithstanding, in the event that a Successor Owner shall acquire title to the Property, Successor Owner shall have no obligation, nor incur any liability, beyond Successor Owner's then interest, if any, in the Property, and Tenant shall look exclusively to such interest, if any, of Successor Owner in the Property for the payment and discharge of any obligations imposed upon Successor Owner hereunder or under the Lease, and Successor Owner is hereby released or relieved of any other liability hereunder and under the Lease. Tenant agrees that, with respect to any money judgment which may be obtained or secured by Tenant against Successor Owner, Tenant shall look solely to the estate or interest owned by Successor Owner in the Property, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Successor Owner.

9. Except as specifically provided in this Agreement, Bank shall not, by virtue of this Agreement, the Deed of Trust or any other instrument to which Bank may be party, be or become subject to any liability or obligation to Tenant under the Lease or otherwise.

10. The provisions of the Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns. The words, "Bank", "Landlord" and "Tenant" shall include their respective heirs, legatees, executors, administrators, beneficiaries, successors and assigns.

11. Any notice or other communication required or permitted to be given in connection with this Agreement shall be given at the applicable address set forth in the opening paragraph of this Agreement and shall be in writing and shall be deemed received (a) on the date delivered, if sent by hand delivery (to the person or department if one is specified below) with receipt acknowledged by the recipient thereof, (b) three (3) Business Days following the date deposited in U.S. mail, certified or registered, with return receipt requested, or (c) one (1) Business Day following the date deposited with Federal Express or other national overnight carrier.

12. This Agreement contains the entire agreement between the parties and no modification of this Agreement shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

13. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument.

14. Landlord or Tenant shall indemnify, save, defend and hold Bank harmless from any loss, cost, expense or liability, including fees of accountants, attorneys, consultants and expert witnesses reasonably incurred in defending or enforcing Bank's rights arising out of or related to this Agreement or otherwise relating to the relationship of the parties, regardless of whether they are incurred before, during or after any litigation or other dispute resolution procedure, regardless of Bank's success on the merits and regardless of whether they relate to issues arising out of or related to contract, tort, bankruptcy or any other area of law.

15. This Agreement shall be governed by and interpreted, construed and enforced according to the laws of the State of Alabama. The parties submit to exclusive personal jurisdiction of the state courts in Jefferson County in the State of Alabama for the enforcement of any and all obligations under this Agreement, the Loan Documents, or arising out of or related to the transactions contemplated thereby

16. EACH PARTY HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE LOAN DOCUMENTS OR THE LOAN, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF BANK, LANDLORD OR TENANT WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS AGREEMENT OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT,

TORT OR OTHERWISE. LANDLORD AND TENANT AGREE THAT BANK MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF LANDLORD AND TENANT IRREVOCABLY TO WAIVE THEIR RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF BANK TO MAKE THE LOAN, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN LANDLORD, TENANT AND BANK SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

[SIGNATURES ON FOLLOWING PAGE]



20150106000006240 5/9 \$38.00
Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BORROWER:

SWS-TX REALTY, INC., a
Texas corporation

By: J. L. Brown III
Its: President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

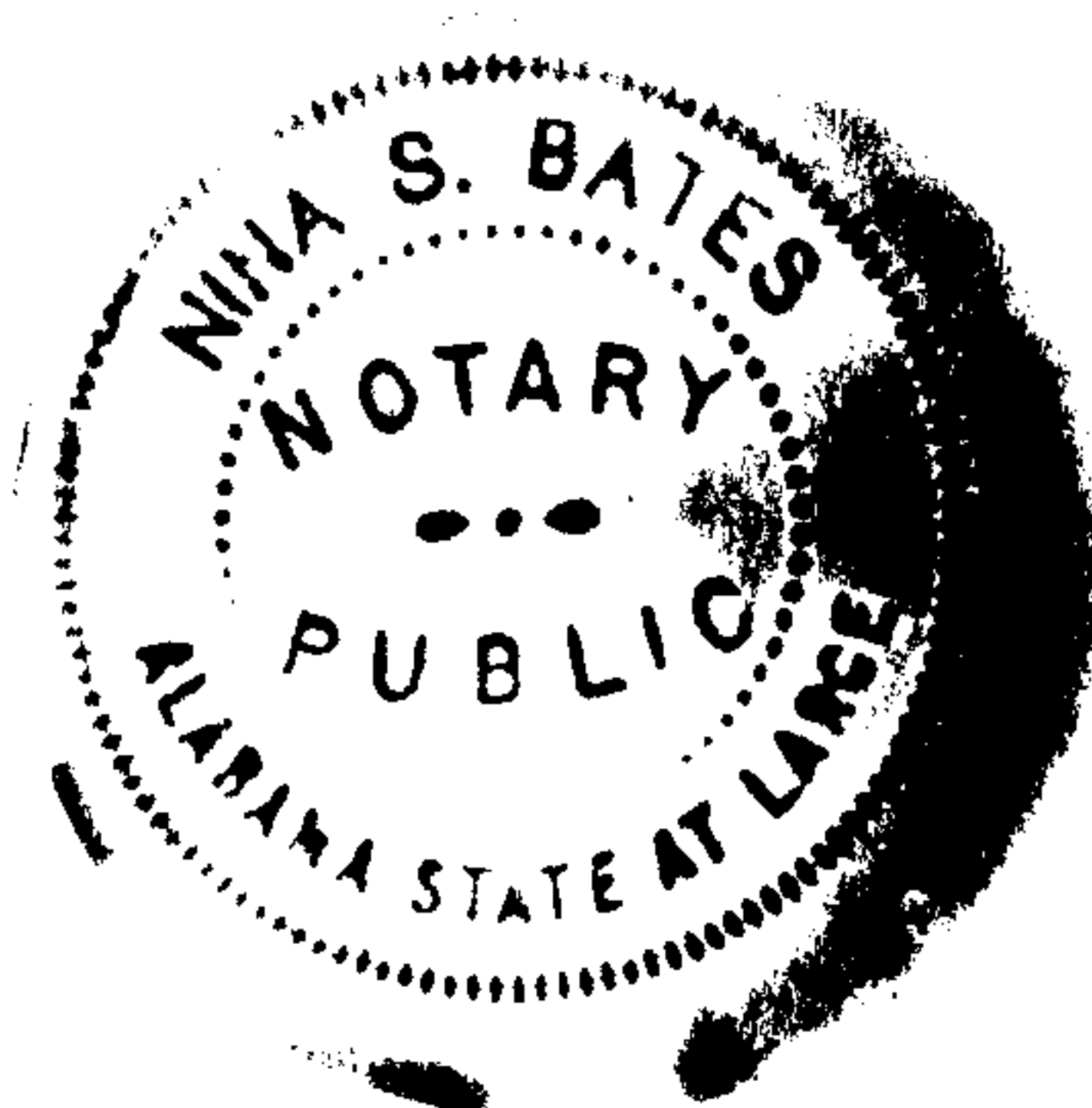
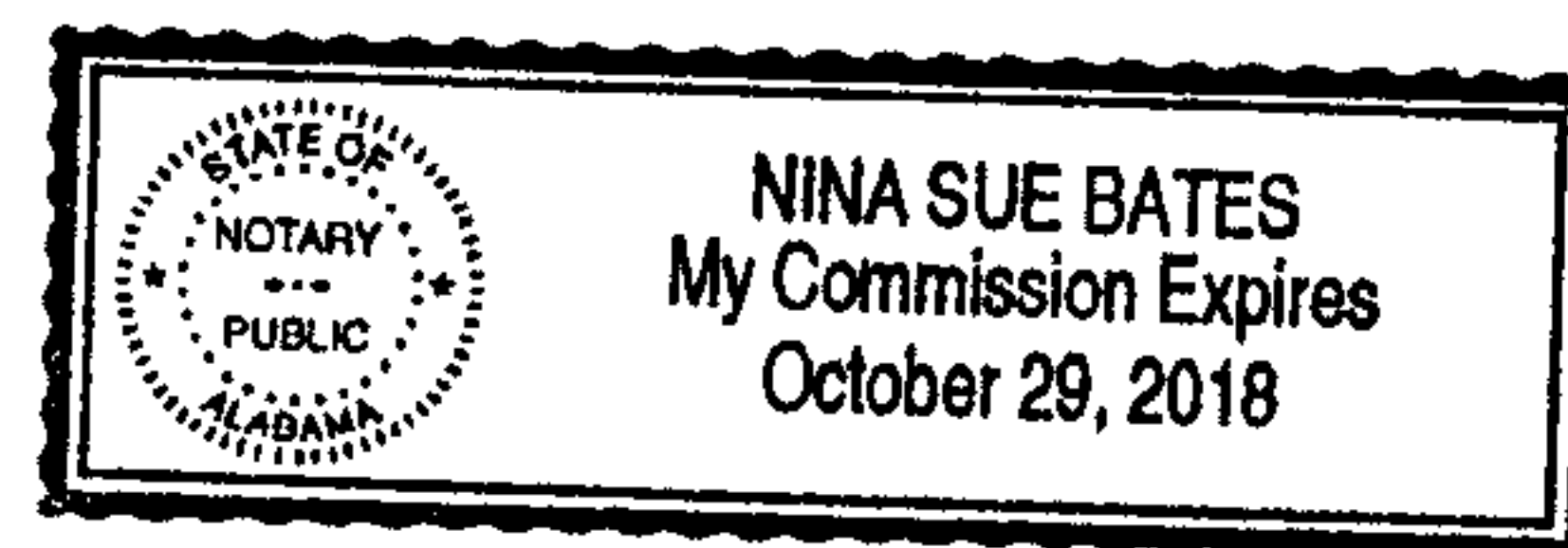
I, the undersigned Notary Public in and for said County, in said State, hereby certify that J. David Brown III, whose name as President of SWS-TX Realty, Inc., a Texas corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 5th day of January, 2014.

Nina S. Bates
Notary Public

[AFFIX SEAL]

My commission expires: _____



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Shelby Cnty Judge of Probate, AL
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TENANT:

SHELBY OB/GYN, P.C.

By:

James L. Head MD

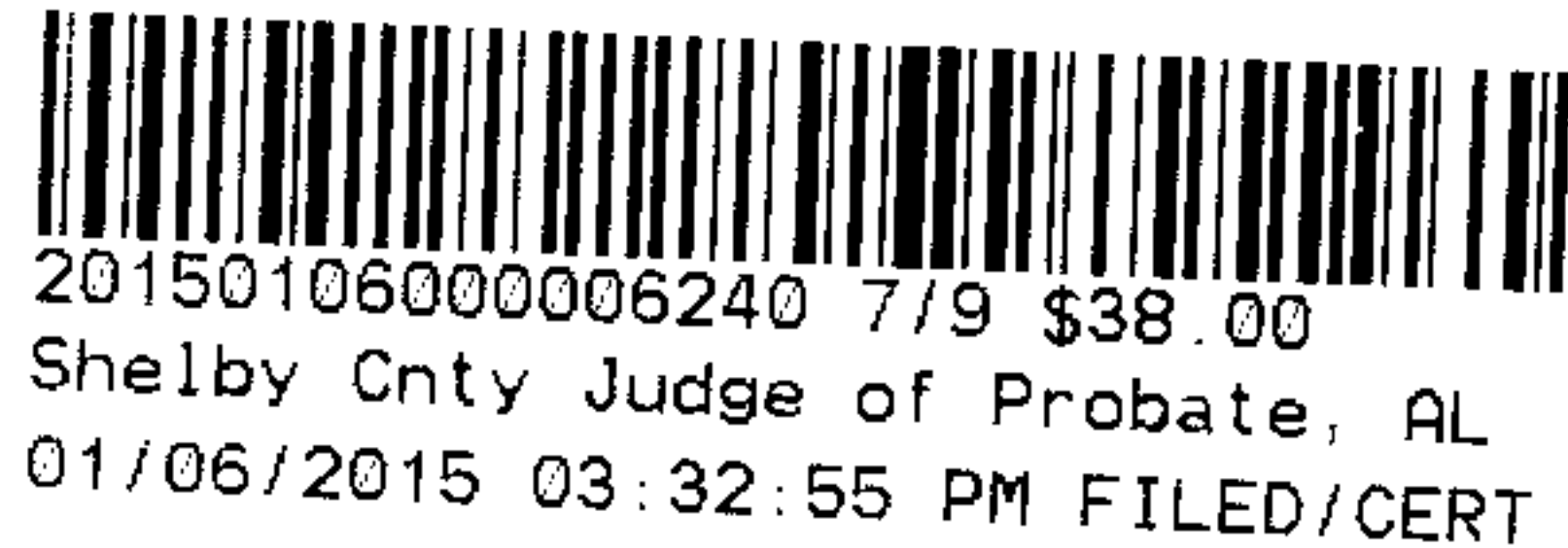
Name: JAMES L. HEAD, M.D.

Title: PRESIDENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

)
)
)



I, the undersigned Notary Public in and for said County, in said State, hereby certify that JAMES L. HEAD, M.D. whose name as President of Shelby OB/GYN, P.C., an Alabama professional 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 30th day of December, 2014.

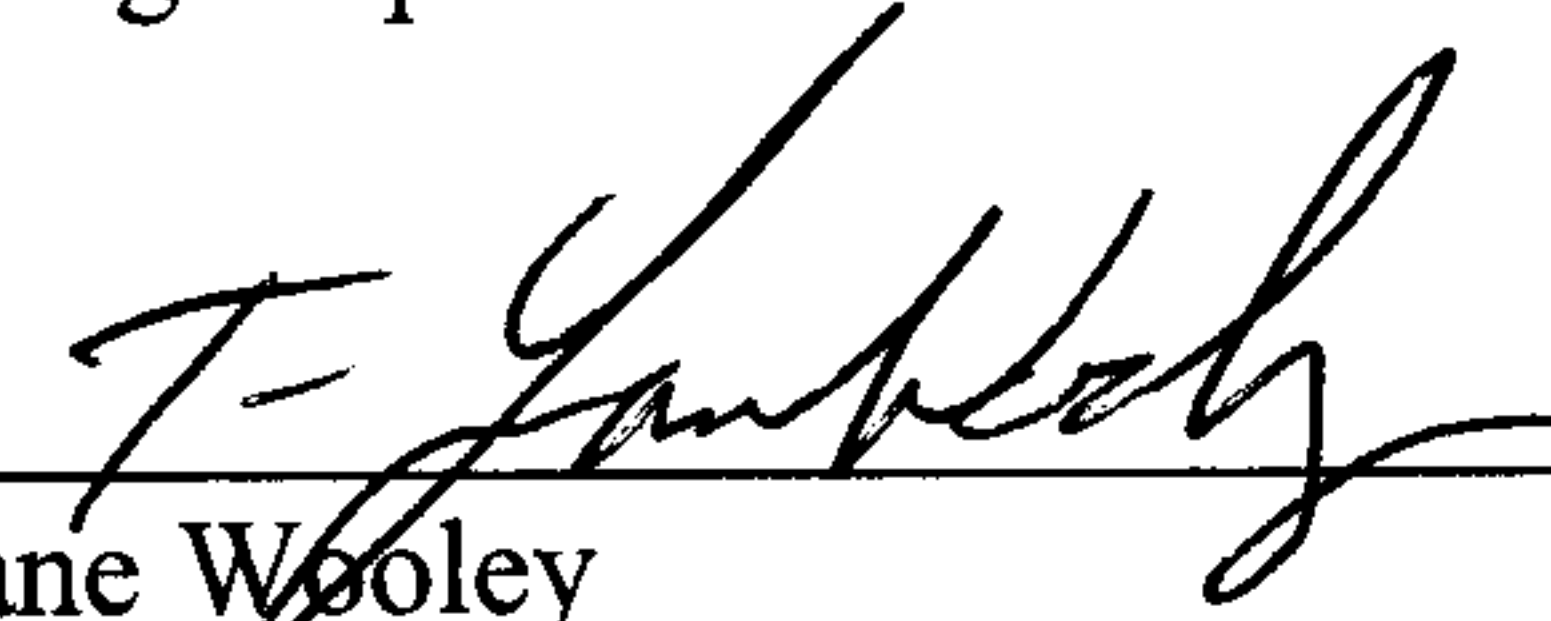
Notary Public

My commission expires: 11/09/18

[AFFIX SEAL]

BANK:

OAKWORTH CAPITAL BANK, an Alabama state banking corporation

By: 
Lane Wooley
Its: Managing Director

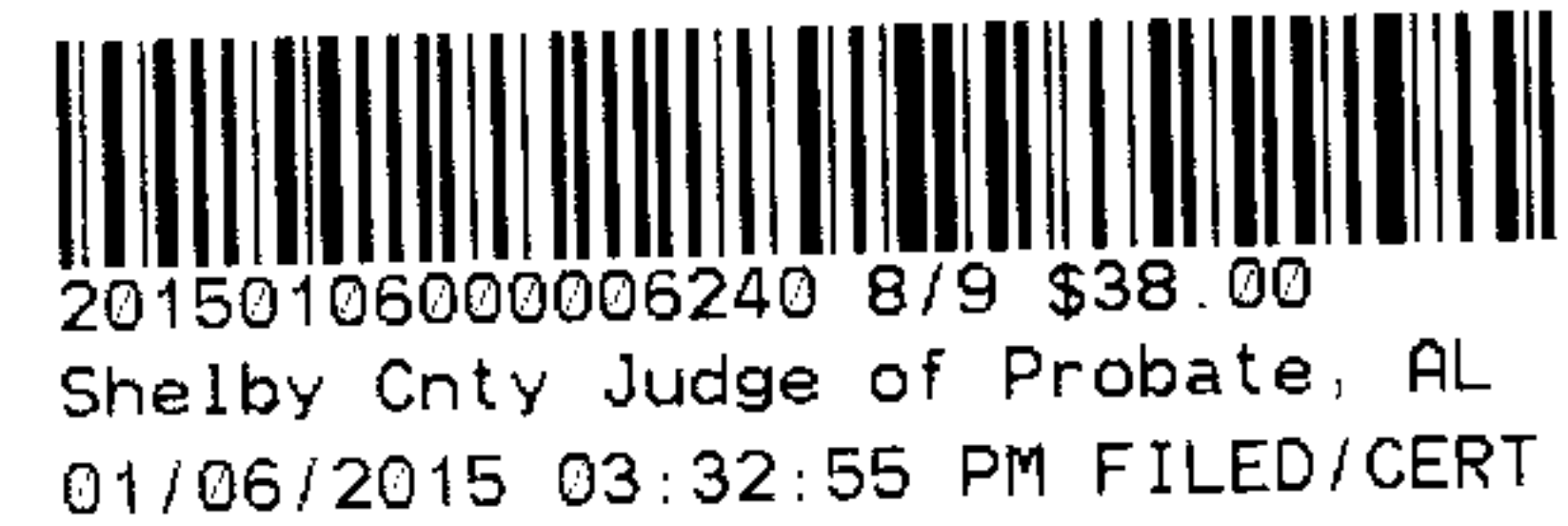
STATE OF ALABAMA

)

COUNTY OF JEFFERSON

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)



I, the undersigned Notary Public in and for said County, in said State, hereby certify that Lane Wooley, whose name as Managing Director of Oakworth Capital Bank, an Alabama banking 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 5th day of January, 2015.


Notary Public

[AFFIX SEAL]

My commission expires: 10-7-2015

EXHIBIT A

LEGAL DESCRIPTION

Unit B, in The Shelby Medical Office Building Condominium, a condominium as established by that certain Declaration of Condominium of Shelby Medical Office Development, LLC, a Medical Office Building Condominium which is recorded in Instrument #20130328000128140, in the Probate Office of Shelby County, Alabama (to which Declaration of Condominium a plan is attached as Exhibit "F" thereto), said plan being filed for record in Map Book 43, Page 70, in said Probate Office and to which said Declaration of Condominium, the By-Laws are attached as Exhibit "E" thereto, as Instrument # 20130328000128160, together with an undivided interest in the Common Elements assigned to said Units of said Declaration of Condominium of Shelby Medical Office Development, LLC, a Medical Office Building Condominium.



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Shelby Cnty Judge of Probate, AL
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