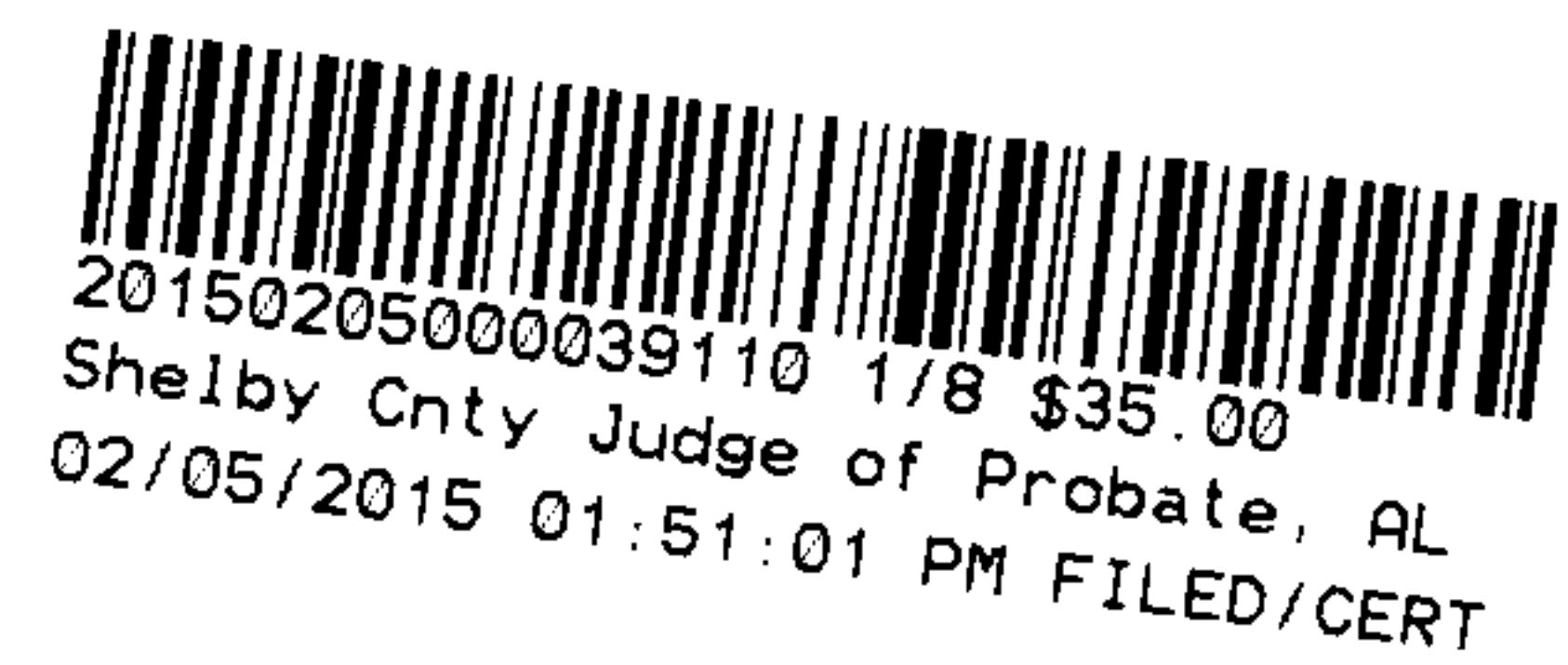


SBA Loan No. 25360860-08

STATE OF ALABAMA
COUNTY OF SHELBY



SUBORDINATION AGREEMENT

WHEREAS, DocDBM LLC and 280 ANIMAL MEDICAL CENTER LLC, hereinafter jointly, severally and collectively referred to as "Borrower", is presently indebted to the U. S. Small Business Administration, an agency of the Government of the United States of America, hereinafter referred to as "SBA", as evidenced by that certain promissory Note executed by said "Borrower" dated January 18, 2007, in the original principal amount of \$307,000.00 in favor of BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY, hereinafter referred to as "CDC", and assigned by CDC to SBA; and

WHEREAS, the Note is secured by, among other things, a Mortgage (Participation) on property described therein and being situated in Shelby County, Alabama, hereinafter referred to as the "SBA Mortgage" executed by said Borrower, hereinafter also referred to as "Mortgagor", in favor of CDC dated January 18, 2007, and recorded as Instrument No. 20070223000084720, with the Judge of Probate, Shelby County, Alabama, together with that certain Assignment of Rents and Leases dated therewith and recorded as Instrument No. 20070223000084730, Probate Office, Shelby County, Alabama, and assigned by CDC to SBA in accordance with the terms of an Assignment of Note and Security dated January 18, 2007 and recorded as Instrument No. 20070322000131500, with the Judge of Probate, Shelby County, Alabama (the foregoing SBA Mortgage, Assignment of Rents and Leases collectively the "**SBA Liens**").

WHEREAS, said Borrower is desirous of obtaining an additional loan not exceeding the maximum principal amount of \$278,300.00 from SERVISFIRST BANK, hereinafter referred to as "Lender", for the purpose of refinancing and paying off the existing obligations to NATIONAL BANK OF COMMERCE (formerly known as RED MOUNTAIN BANK, N.A.) evidenced by that promissory note and loan in the original principal amount of \$370,000.00 and secured by a mortgage property described on Exhibit "A" attached hereto and incorporated herein by this reference, which is superior to the SBA Liens; and

WHEREAS, the Lender requires the Borrower to secure the loan with a Mortgage on the property described on Exhibit "A", and further requests that SBA subordinate the SBA Liens to that Mortgage and/or security interest having been taken or to be taken by said Lender.

NOW THEREFORE, in and for good and valuable consideration, and in order to induce said Lender to make said loan to said Borrower, SBA does herewith **subordinate** the SBA Liens, to that Mortgage and/or security interest taken or to be taken by the Lender, which secures said loan, subject to the following:

- (1) Except as expressly provided herein, this agreement shall not operate or be construed to alter the priority of the SBA Liens with regard to any legal or equitable interest in the property. Mortgagor and Lender shall hold SBA harmless from any impairment of its lien (with regard to any third party) which is occasioned by this subordination.



- (2) Use of Proceeds. All proceeds of Lender's loan, if a refinance, shall be applied to satisfy debt secured by a lien(s) presently superior to the SBA Liens, plus customary closing costs. Any other use of proceeds not described herein shall void this agreement.
- (3) This subordination agreement is void if not duly executed by Mortgagor, Lender, SBA, the Borrower and all Guarantors of the Borrower.
- (4) Compliance With 504 Loan Program Requirements. Lender confirms that the note evidencing Lender's loan, any lien instruments securing Lender's loan, and all other documents executed in connection with Lender's loan ("Lender's Loan Documents") (a) have no open-ended features and allow reasonable future advances only for the costs of collection the obligor is liable for under the Lender's Loan Documents, maintaining collateral, and/or protecting the lien(s) securing the Lender's loan, (b) are not cross-collateralized with any other financing now or hereafter to be provided by Lender, (c) have no early call features, (d) are not payable on demand unless the Lender's loan is in default, (e) have a term that at least equals, and do not require a balloon payment prior to, the term of the previous Third Party Lender's loan unless SBA has approved a shorter term, (f) have a reasonable interest rate that does not, and will not, exceed the maximum interest rate for a Third Party Loan as published by SBA and in effect as of the date of this Agreement, and (g) do not establish a preference in favor of Lender, as compared to CDC and SBA, related to making, servicing, or liquidating the Lender's loan (including but not limited to, with respect to repayment, collateral, guarantees, control, maintenance of a compensating balance, purchase of a certificate of deposit, or acceptance of a separate or companion loan) other than Lender's senior lien position(s) on the collateral. Lender agrees that if Lender's Loan Documents or any provision therein does not comply with these requirements, then Lender waives its right to enforce any such non-complying document or provision unless Lender has obtained the prior written consent of CDC and/or SBA permitting such enforcement.
- (5) Subordination of Default Charges. "Default Charges" mean any prepayment penalties, fees, or charges incurred in prepaying the Lender's loan, in whole or in part, prior to the stated maturity; any late fees or charges due in connection with the Lender's loan; any escalated, increased, or default interest charged in excess of the rate of interest in Lender's note absent a default, event of default, or other delinquency; and any other default charges, penalties, or fees of any nature whatsoever due because of a default, event of default, or other delinquency in connection with the Lender's loan. Lender hereby subordinates the collection of any Default Charges to the collection by CDC and/or SBA of the loan made by the CDC to Borrower, hereinafter referred to as the "504 Loan" and, to the extent that Lender's Loan Documents secure any Default Charges, Lender hereby subordinates such lien(s) to the lien(s) securing the 504 Loan.
- (6) Notice of Default Under the Lender Loan. If any default, event of default or delinquency, upon which Lender intends to take action, occurs under the Lender's Loan Documents, then Lender agrees to give CDC and SBA written notice of such default, event of default or delinquency and the opportunity to cure the default, event of default, or delinquency and bring the Lender's loan current or to purchase Lender's note, provided that the

amount to bring the Lender's loan current or to purchase Lender's note will be net of all amounts attributable to Default Charges. Lender further agrees that if Lender receives from CDC or SBA any amounts attributable to Default Charges, then Lender will immediately remit such amounts to SBA. Notice hereunder must be given within thirty (30) days after the default, event of default or delinquency upon which Lender intends to take action and at least sixty (60) days prior to the date of any proposed sale of collateral and Lender will not sell all or any portion of its collateral without giving CDC and the SBA such notice. A default in the obligation secured by the mortgage to Lender may be cured (including purchase of the property at foreclosure sale) by the SBA via cash, certified funds, or a United States Treasury check, at the option of the SBA. Notice under this Agreement shall be deemed to have been given when sent by certified or registered mail, return receipt requested, addressed, as the case may be, to BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY (CDC) at 1500 1st Avenue North, Suite 106B, Birmingham, Alabama 35203, Attention: Servicing, and also to the SBA at 2120 Riverfront Drive, Suite 100, Little Rock, Arkansas 72202.

- (7) Collection and Liquidation. In the event that either the Lender's loan or the 504 Loan is declared in default; Lender, CDC and SBA agree to cooperate in liquidating and/or selling the collateral. Lender agrees (a) to accept cash, certified funds or a U.S. Treasury check(s) in connection with any purchase of Lender's note or any foreclosure or liquidation bid by CDC or SBA; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement of the Lender's loan; (c) to provide CDC and SBA with copies of any appraisals, environmental investigations, or title examinations or searches of the collateral conducted by or for Lender; and (d) to provide any other information about Borrower or the Lender's loan requested by CDC and/or SBA in writing.
- (8) No Implied Third Party Beneficiaries. Except to the extent stated in this Agreement, this Agreement does not modify or affect otherwise any other agreement that either party may have with third parties, including but not limited to, Borrower. This Agreement also does not grant any right, benefit, priority, or interest to any third parties, including but not limited to, Borrower.
- (9) Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective parties to this Agreement and their respective heirs, successors and assigns, including any party acquiring the Lender's loan or Lender's Loan Documents by sale, assignment, or other transfer.
- (10) Federal Law. When SBA is the holder of the note evidencing the 504 Loan, this agreement and all documents evidencing or securing the 504 Loan will be construed in accordance with federal law. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. No Borrower or guarantor of the 504 Loan may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the 504 Loan.

- (11) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Administrator has caused this Subordination Agreement to be executed on this the 7 day of January, 2015

U.S. SMALL BUSINESS ADMINISTRATION

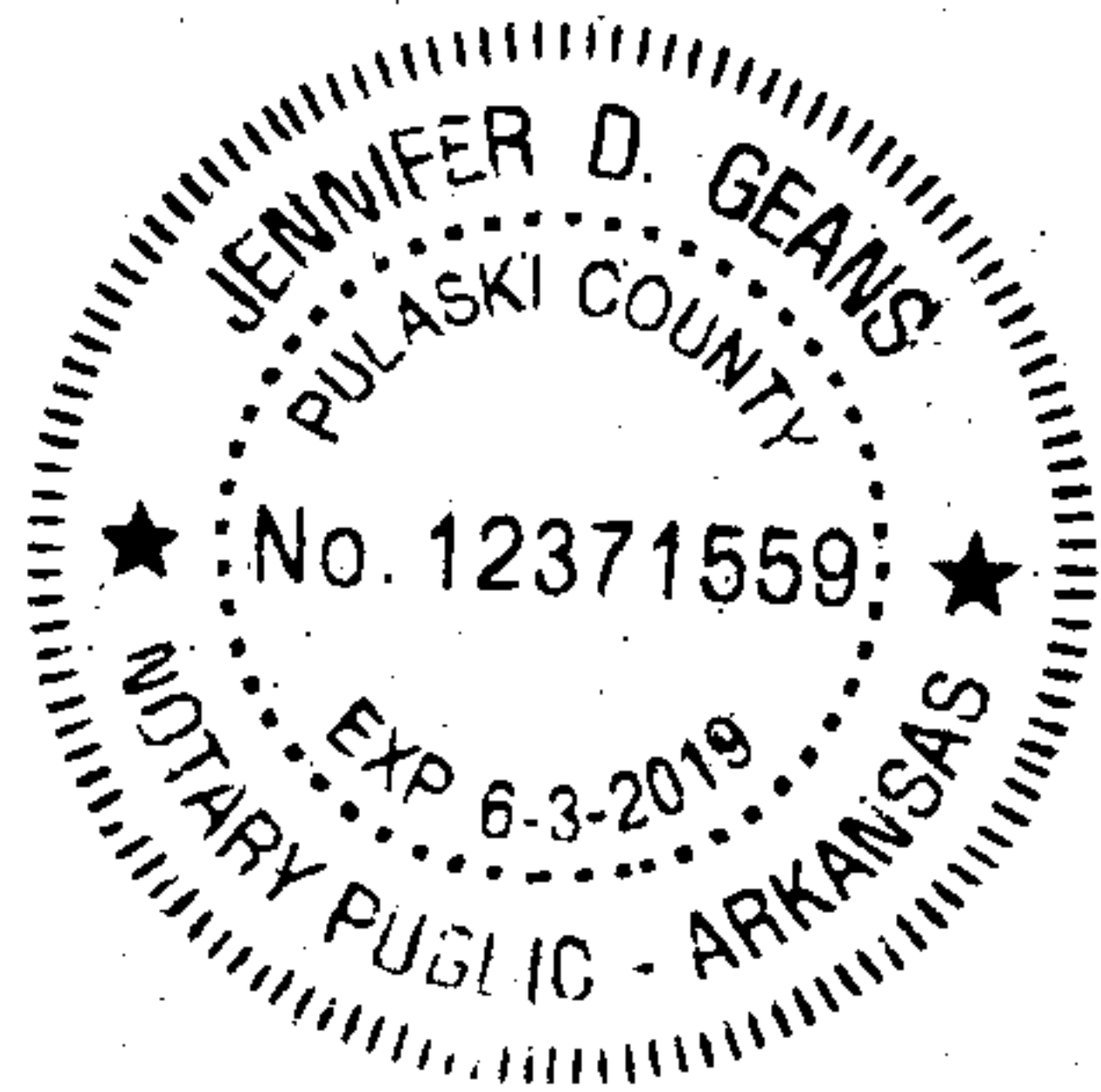
By: *Nique Carrington*
Name: NIQUE CARRINGTON
Title: DIRECTOR - LR CLSC

STATE OF ARKANSAS
COUNTY OF PULASKI

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nique Carrington whose name as Director of the U.S. Small Business Administration, an agency of the U.S. Government, 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 agent/officer, and with full authority, executed the same voluntarily, as an act of said agency, acting in its capacity as such agent/officer as aforesaid.

GIVEN UNDER MY HAND and seal of office this, the 7 day of January, 2015

Jennifer D. Geans
Notary Public
My commission expires: 6-3-2019

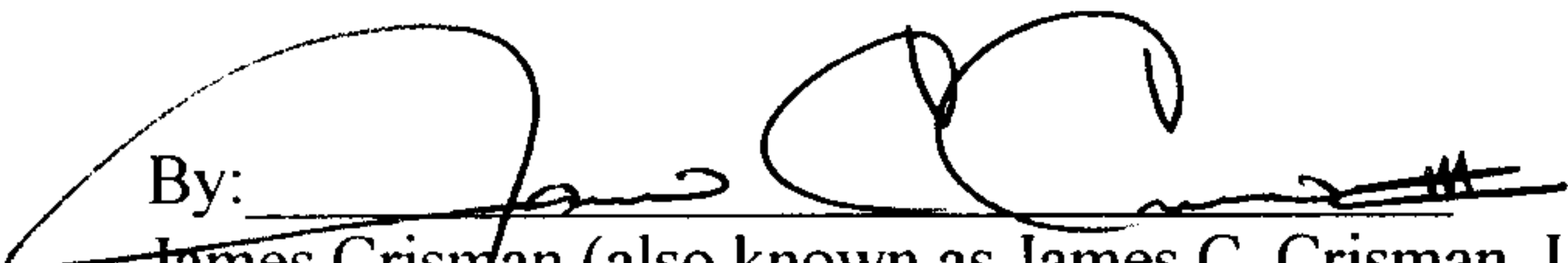


20150205000039110 4/8 \$35.00
Shelby Cnty Judge of Probate, AL
02/05/2015 01:51:01 PM FILED/CERT

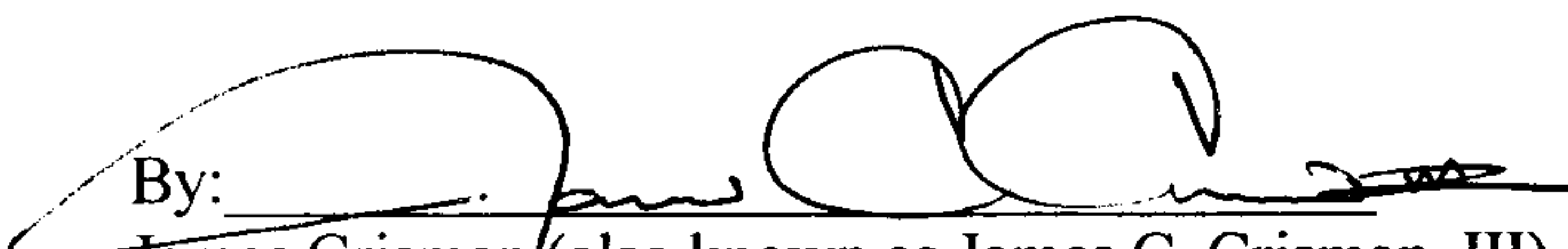
IN WITNESS WHEREOF, the undersigned parties have consented to the contents, terms and conditions of this Subordination Agreement, this 30 day of January, 2015

MORTGAGOR:

DocDBM LLC An Alabama Limited Liability Company

By: 
James Crisman (also known as James C. Crisman, III)
(Its Member)

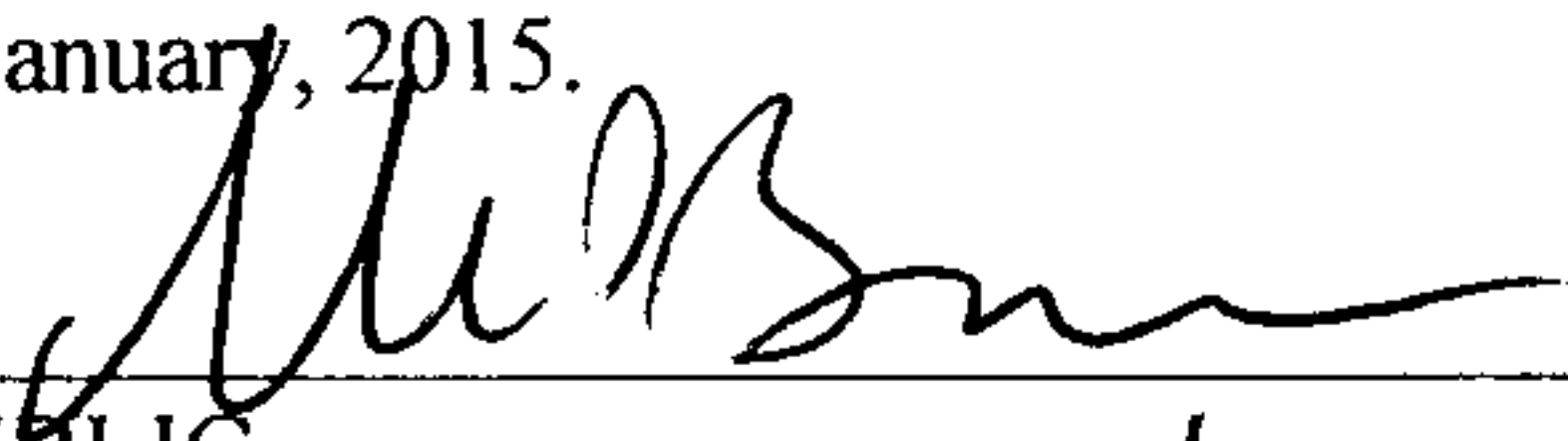
280 ANIMAL MEDICAL CENTER LLC An Alabama Limited Liability Company

By: 
James Crisman (also known as James C. Crisman, III)
(Its Member)

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Crisman (also known as James C. Crisman, III), whose name as Member of DocDBM LLC An Alabama Limited Liability Company, a 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 member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 30 day of January, 2015.


NOTARY PUBLIC

My Commission Expires: 12/14/2016


STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Crisman (also known as James C. Crisman, III), whose name as Member of 280 ANIMAL MEDICAL CENTER LLC An Alabama Limited Liability Company, a 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 member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 30 day of January, 2015.


NOTARY PUBLIC

My Commission Expires: 12/14/2016


20150205000039110 5/8 \$35.00
Shelby Cnty Judge of Probate, AL
02/05/2015 01:51:01 PM FILED/CERT

LENDER:

SERVISFIRST BANK

BY: 

Print Name: Lee McKinnon

Title: First Vice President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lee McKinnon whose name as First Vice President of SERVISFIRST BANK, 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 3rd day of January, 2015.



NOTARY PUBLIC


My Commission Expires: 12/14/2016

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO
William C. Brown
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor 109 North 20th Street
P.O. Box 11405
Birmingham, Alabama 35202
(205) 328-4600

[D-5135]

Following recordation the CDC should retain a copy of this agreement and the original should be mailed to the SBA as follows:

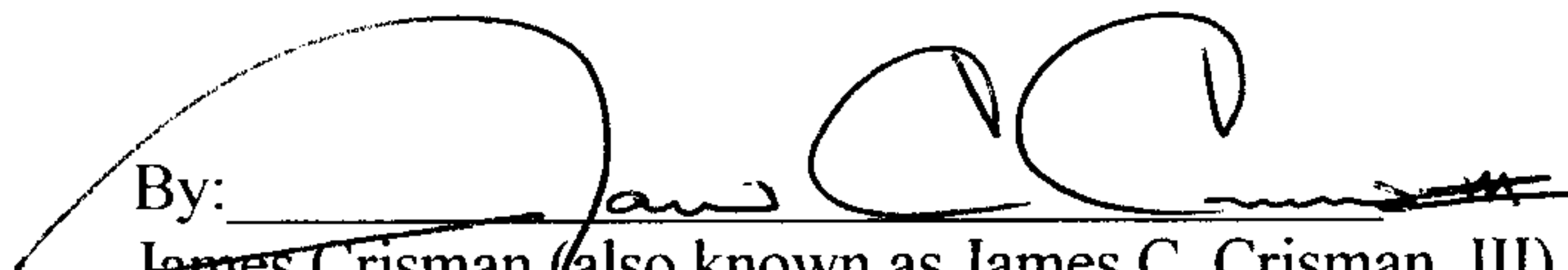
Little Rock Commercial Loan Servicing Center
Attn: Collateral Cashier
2120 Riverfront Drive, Suite 100
Little Rock, Arkansas 72202


20150205000039110 6/8 \$35.00
Shelby Cnty Judge of Probate, AL
02/05/2015 01:51:01 PM FILED/CERT

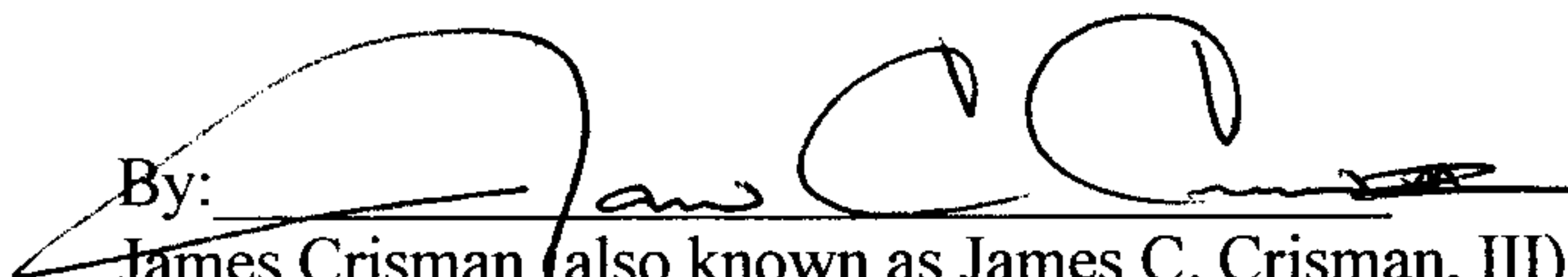
The undersigned Guarantor(s)/Borrower(s) hereby consent to all terms above and acknowledge their liability for the above referenced SBA loan is in no manner diminished by this agreement.

BORROWER

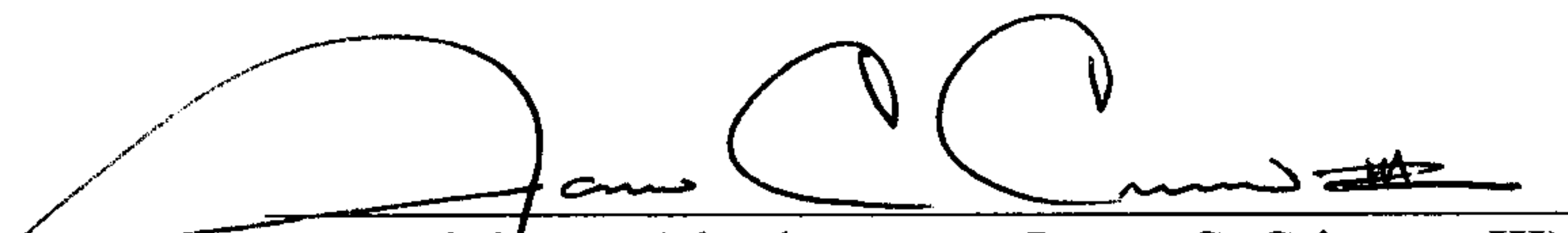
DocDBM LLC An Alabama Limited Liability Company

By: 
James Crisman (also known as James C. Crisman, III)
(Its Member)

280 ANIMAL MEDICAL CENTER LLC An Alabama Limited Liability Company

By: 
James Crisman (also known as James C. Crisman, III)
(Its Member)


GUARANTORS:

 L.S.
James Crisman (also known as James C. Crisman, III)
(Individually)

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Crisman (also known as James C. Crisman, III), whose name as Member of DocDBM LLC An Alabama Limited Liability Company, a 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 member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.


Given under my hand and official seal, this the 30 day of January, 2015.


NOTARY PUBLIC
My Commission Expires: 12/14/2016

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Crisman (also known as James C. Crisman, III), whose name as Member of 280 ANIMAL MEDICAL CENTER LLC An Alabama Limited Liability Company, a 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 member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 30 day of January, 2015.


NOTARY PUBLIC
My Commission Expires: 12/14/2016



20150205000039110 8/8 \$35.00
Shelby Cnty Judge of Probate, AL
02/05/2015 01:51:01 PM FILED/CERT

EXHIBIT "A"

Commence at the Southeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 28, Township 19 South, Range 1 East; thence run Northerly along the East boundary line of said Section 28 for a distance of 891.75 feet to a point; thence turn an angle of 89 degrees 34 minutes 48 seconds to the left and run Westerly a distance of 179.5 feet to a point which is designed as the beginning in that certain deed from C.L. Moore to Florence Moore dated January 30, 1950, and recorded in Deed Book 140, page 170 at the Shelby County Probate Judge's Office; thence continue along the same line of direction for a distance of 50.85 feet to a point on the Western 75 foot right of way line of County Highway 55 for the point of beginning of the parcel of land herein described; thence continue along the same line of direction for a distance of 184.15 feet to a point; thence turn an angle of 20 degrees 40 minutes 18 seconds to the right of run Northwesterly a distance of 198.28 feet to a point; thence turn an angle of 68 degrees 54 minutes 30 seconds to the right and run Northerly a distance of 118.0 feet to a point; thence turn an angle of 111 degrees 05 minutes 30 seconds to the right and run Southeasterly a distance of 226.55 feet to a point; thence turn an angle of 20 degrees 40 minutes 18 seconds to the left and run Easterly a distance of 201.68 feet to a point on the Western 40 foot right of way line of County Highway 55; thence turn an angle of 93 degrees 19 minutes 35 seconds to the right and Southwesterly along said right of way line for a distance of 63.46 feet to a point; thence turn an angle of 2 degrees, 08 minutes 00 seconds to the right and run Southwesterly along said right of way line a distance of 16.45 feet to a point; thence turn an angle of 90 degrees to the right and run Northwesterly along said right of way line for a distance of 35.0 feet to a point on the Western 75 foot right of way line; thence turn an angle of 90 degrees to the left and run Southwesterly along said right of way line for a distance of 31.76 feet to the point of beginning. Said parcel is lying in the Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$, Section 28, Township 19 South, Range 1 East, Shelby County, Alabama.