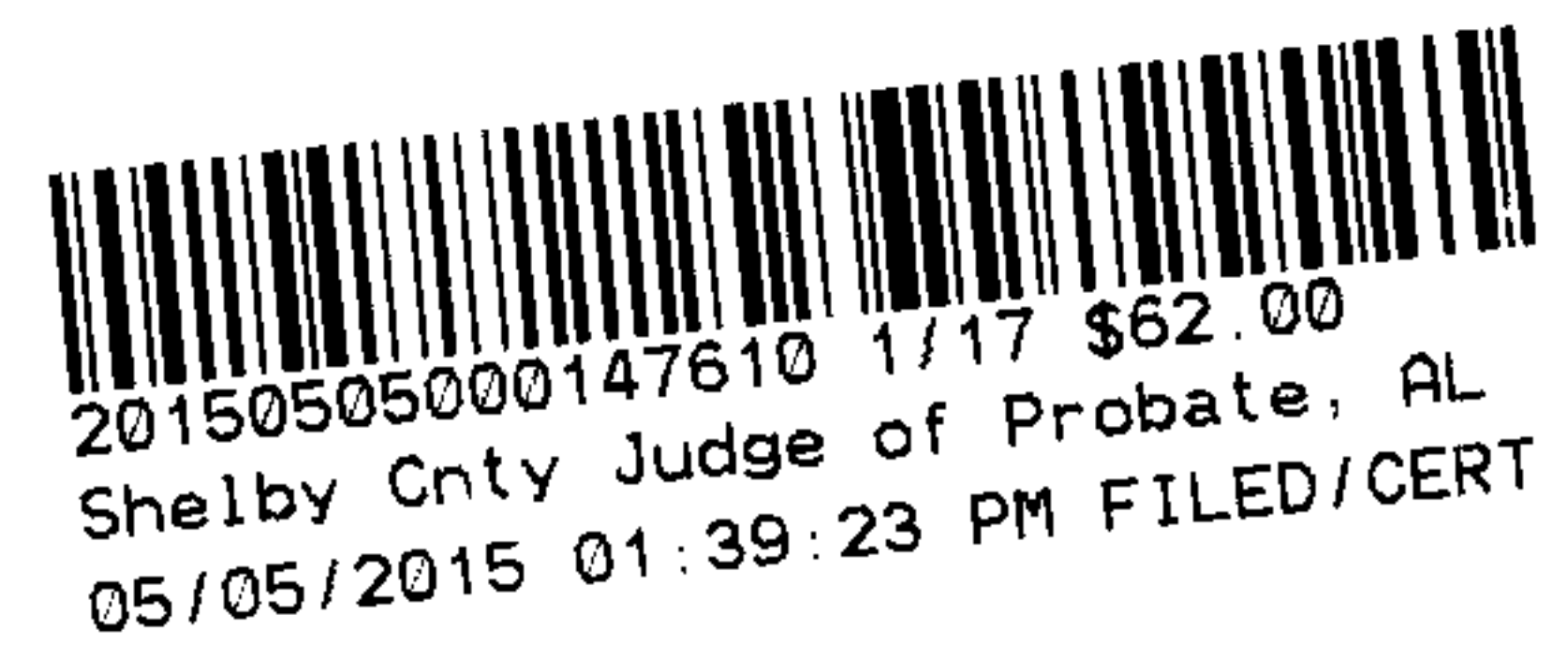


PREPARED BY Gaule Smith, Thompson Coburn LLP
One US Bank Plaza, St. Louis, MO 63101
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Wells Fargo Bank, National Association
Commercial Real Estate (AU #11922)
1 North Jefferson, Building D3
St. Louis, Missouri 63103
Attention: Jeff Rombach



Loan #: 1013567


(Space Above For Recorder's Use)

**SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
ATTORNMENMENT AND NON-DISTURBANCE AGREEMENT
(Lease to Security Instrument)**

NAME AND ADDRESS OF MORTGAGOR(S):	INVERNESS HEIGHTS SHOPPING CENTER, LP 9986 Manchester Road, Suite 200 St. Louis, Missouri 63122 THIRD CREEK, L.L.C. 9986 Manchester Road, Suite 200 St. Louis, Missouri 63122 MATTHIAS D. RENNER FAMILY, L.L.C. 9986 Manchester Road, Suite 200 St. Louis, Missouri 63122 KENNETH J. WEBER FAMILY, L.L.C. 9986 Manchester Road, Suite 200 St. Louis, Missouri 63122
NAME AND ADDRESS OF LENDER:	WELLS FARGO BANK, NATIONAL ASSOCIATION Commercial Real Estate (AU #11922) 1 North Jefferson, Building D3 St. Louis, Missouri 63103 Attention: Jeff Rombach Loan #: 1013567

NAME AND ADDRESS OF TENANT:	Birmingham Dance Academy, LLC 103 Barn Swallow Road Madison, AL 35758
PROPERTY:	See legal description on <u>Exhibit A</u> of this document.
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):	58-03-9-31-0-001-048.003 58-02-7-36-0-001-020.001 58-02-7-36-0-001-020.003 58-03-9-31-0-001-048.004

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.


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Shelby Cnty Judge of Probate, AL
05/05/2015 01:39:23 PM FILED/CERT

**SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
ATTORNMEN AND NON-DISTURBANCE AGREEMENT
(Lease to Security Instrument)**

THIS SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMEN AND NON-DISTURBANCE AGREEMENT ("**Agreement**") is made as of May 1, 2015, by and among INVERNESS HEIGHTS SHOPPING CENTER, LP, an Alabama limited partnership ("**Borrower**"), and THIRD CREEK, L.L.C., a Missouri limited liability company, MATTHIAS D. RENNER FAMILY, L.L.C., a Missouri limited liability company, and KENNETH J. WEBER FAMILY, L.L.C., a Missouri limited liability company (collectively, the "**Non-Borrower Owners**", and each of them a "**Non-Borrower Owner**") (the Borrower and the Non-Borrower Owners are sometimes referred to herein, individually and collectively, as "**Mortgagor**"), **Birmingham Dance Academy, LLC, an Alabama limited liability company** ("**Tenant**") and WELLS FARGO BANK, NATIONAL ASSOCIATION (collectively with its successors or assigns, "**Lender**").

RECITALS

- A. Pursuant to the terms and provisions of a lease dated April 22, 2015 ("**Lease**"), Borrower granted to Tenant a leasehold estate in and to a portion of the property described on Exhibit A attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the "**Property**").
- B. Mortgagor has executed, or proposes to execute, that certain Future Advance Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing ("**Security Instrument**") securing, among other things, that certain Promissory Note dated as of May 1, 2015 ("**Note**") in the principal sum of ~~TEN MILLION AND 00/100 DOLLARS (\$10,000,000.00)~~, in favor of Lender ("**Loan**"). The Security Instrument is to be recorded prior to or concurrently herewith. Eight million and 00/100 dollars (\$8,000,000.00)
- C. As a condition to Lender making the Loan secured by the Security Instrument, Lender requires that the Security Instrument be unconditionally and at all times remain a lien on the Property, prior and superior to all the rights of Tenant under the Lease and that the Tenant specifically and unconditionally subordinate the Lease to the lien of the Security Instrument.
- D. Mortgagor and Tenant have agreed to the subordination, attornment and other agreements herein in favor of Lender.

NOW THEREFORE, for valuable consideration and to induce Lender to make the Loan, Mortgagor and Tenant hereby agree for the benefit of Lender as follows:

1. **SUBORDINATION**. Mortgagor and Tenant hereby agree that:
 - 1.1 **Prior Lien**. The Security Instrument securing the Note in favor of Lender, and any modifications, renewals or extensions thereof (including, without limitation, any modifications, renewals or extensions with respect to any additional advances made subject to the Security Instrument), shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease;
 - 1.2 **Subordination**. Lender would not make the Loan without this agreement to subordinate; and
 - 1.3 **Whole Agreement**. This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease to the lien of the Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the

Security Instrument and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages.

AND FURTHER, Tenant individually declares, agrees and acknowledges for the benefit of Lender, that:

- 1.4 **Use of Proceeds.** Lender, in making disbursements pursuant to the Note, the Security Instrument or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part; and
- 1.5 **Waiver, Relinquishment and Subordination.** Tenant intentionally and unconditionally waives, relinquishes and subordinates all of Tenant's right, title and interest in and to the Property to the lien of the Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.
2. **ASSIGNMENT.** Tenant acknowledges and consents to the assignment of the Lease by Mortgagor in favor of Lender.
3. **ESTOPPEL.** Tenant acknowledges and represents that:
 - 3.1 **Entire Agreement.** The Lease constitutes the entire agreement between Mortgagor and Tenant with respect to the Property and Tenant claims no rights with respect to the Property other than as set forth in the Lease;
 - 3.2 **No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as follows (none, if left blank): **Tenant has paid a Security Deposit in the amount of \$8,145.83 and Tenant has pre-paid their 1st months rent in the amount of \$8,145.83**
 - 3.3 **No Default.** To the best of Tenant's knowledge, as of the date hereof: (i) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease; and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the Lease;
 - 3.4 **Lease Effective.** The Lease has been duly executed and delivered by Tenant and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Tenant thereunder are valid and binding and there have been no further amendments, modifications or additions to the Lease, written or oral; and
 - 3.5 **No Broker Liens.** Neither Tenant nor Mortgagor has incurred any fee or commission with any real estate broker which would give rise to any lien right under state or local law, except as follows (none, if left blank): _____
4. **ADDITIONAL AGREEMENTS.** Tenant covenants and agrees that, during all such times as Lender is the Mortgagee under the Security Instrument:

- 4.1 **Modification, Termination and Cancellation.** Tenant will not consent to any modification, amendment, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent and will not make any payment to Mortgagor in consideration of any modification, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent;
- 4.2 **Notice of Default.** Tenant will notify Lender in writing concurrently with any notice given to Mortgagor of any default by Mortgagor under the Lease, and Tenant agrees that Lender has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Tenant will not declare a default of the Lease, as to Lender, if Lender cures such default within fifteen (15) days from and after the expiration of the time period provided in the Lease for the cure thereof by Mortgagor ; provided, however, that if such default cannot with diligence be cured by Lender within such fifteen (15) day period, the commencement of action by Lender within such fifteen (15) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence;
- 4.3 **No Advance Rents.** Tenant will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease;
- 4.4 **Assignment of Rents.** Upon receipt by Tenant of written notice from Lender that Lender has elected to terminate the license granted to Mortgagor to collect rents, as provided in the Security Instrument, and directing the payment of rents by Tenant to Lender, Tenant shall comply with such direction to pay and shall not be required to determine whether Mortgagor is in default under the Loan and/or the Security Instrument.
- 4.5 **Insurance and Condemnation Proceeds.** In the event there is any conflict between the terms in the Security Instrument and the Lease regarding the use of insurance proceeds or condemnation proceeds with respect to the Property, the provisions of the Security Instrument shall control.
5. **ATTORNMEN**T. In the event of a foreclosure under the Security Instrument, Tenant agrees for the benefit of Lender (including for this purpose any transferee of Lender or any transferee of Mortgagor's title in and to the Property by Lender's exercise of the remedy of sale by foreclosure under the Security Instrument) as follows:
- 5.1 **Payment of Rent.** Tenant shall pay to Lender all rental payments required to be made by Tenant pursuant to the terms of the Lease for the duration of the term of the Lease;
- 5.2 **Continuation of Performance.** Tenant shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof, and Tenant hereby attorns to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Mortgagor's interest in the Lease and giving written notice thereof to Tenant;
- 5.3 **No Offset.** Lender shall not be liable for, nor subject to, any offsets or defenses which Tenant may have by reason of any act or omission of Mortgagor under the Lease, nor for the return of any sums which Tenant may have paid to Mortgagor under the Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Mortgagor to Lender; and
- 5.4 **Subsequent Transfer.** If Lender, by succeeding to the interest of Mortgagor under the Lease, should become obligated to perform the covenants of Mortgagor thereunder, then, upon any further transfer of Mortgagor's interest by Lender, all of such obligations shall terminate as to Lender.

- 5.5 **Limitation on Lender's Liability.** Tenant agrees to look solely to Lender's interest in the Property and the rent, income or proceeds derived therefrom for the recovery of any judgment against Lender, and in no event shall Lender or any of its affiliates, officers, directors, shareholders, partners, agents, representatives or employees ever be personally liable for any such obligation, liability or judgment.
- 5.6 **No Representation, Warranties or Indemnities.** Lender shall not be liable with respect to any representations, warranties or indemnities from Mortgagor, whether pursuant to the Lease or otherwise, including, but not limited to, any representation, warranty or indemnity related to the use of the Property, compliance with zoning, landlord's title, landlord's authority, habitability or fitness for purposes or commercial suitability, or hazardous wastes, hazardous substances, toxic materials or similar phraseology relating to the environmental condition of the Property or any portion thereof.
6. **NON-DISTURBANCE.** In the event of a foreclosure under the Security Instrument, so long as there shall then exist no breach, default, or event of default on the part of Tenant under the Lease, Lender agrees for itself and its successors and assigns that the leasehold interest of Tenant under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Tenant as tenant under the Lease subject to the terms and provisions of the Lease except as modified by this Agreement; provided, however, that Tenant and Lender agree that the following provisions of the Lease (if any) shall not be binding on Lender nor its successors and assigns: any option to purchase with respect to the Property; any right of first refusal with respect to the Property.
7. **MISCELLANEOUS.**
- 7.1 **Remedies Cumulative.** All rights of Lender herein to collect rents on behalf of Mortgagor under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Mortgagor or others.
- 7.2 **NOTICES.** All notices, demands, or other communications under this Agreement and the other Loan Documents shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of Default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) Business Days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

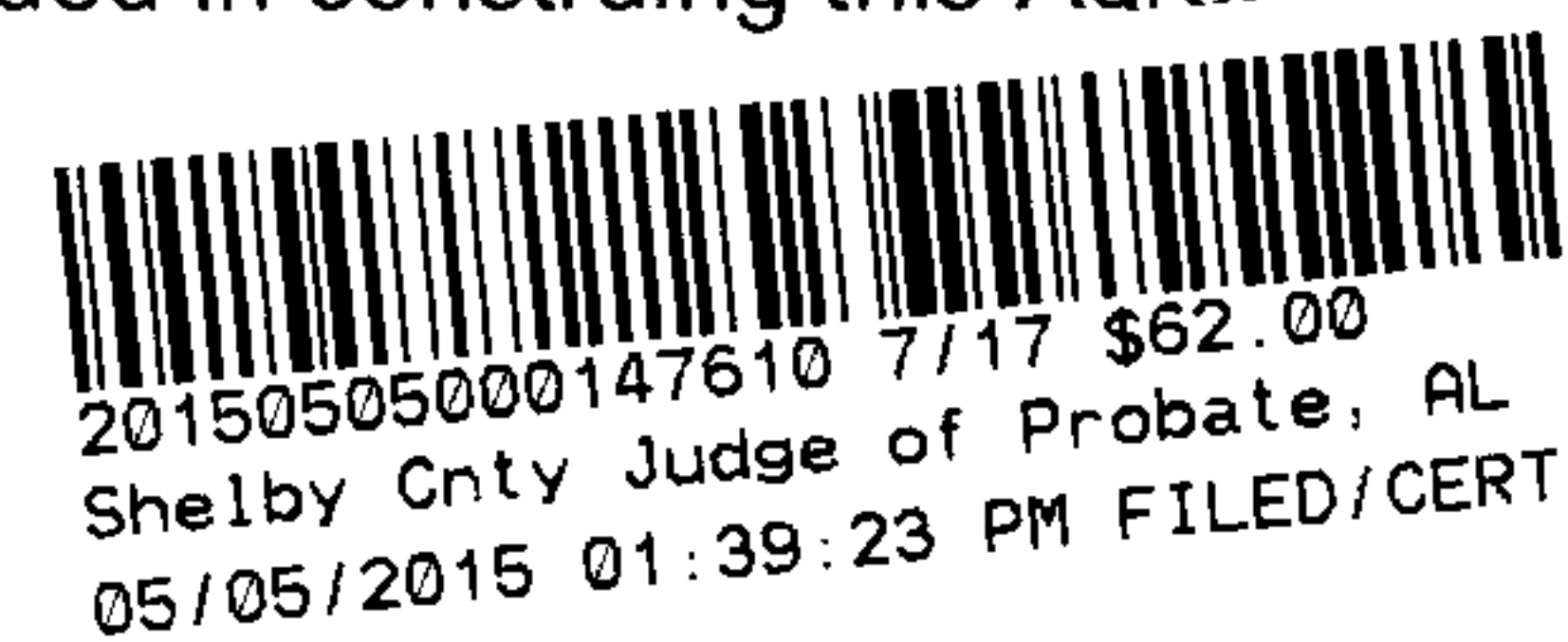
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 Shelby Cnty Judge of Probate: AL
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Mortgagor:	<p>INVERNESS HEIGHTS SHOPPING CENTER, LP 9986 Manchester Road, Suite 200 St. Louis, Missouri 63122 Attn: Thomas R. Green</p> <p>THIRD CREEK, L.L.C. 9986 Manchester Road, Suite 200 St. Louis, Missouri 63122 Attn: Thomas R. Green</p> <p>MATTHIAS D. RENNER FAMILY, L.L.C. 9986 Manchester Road, Suite 200 St. Louis, Missouri 63122 Attn: Thomas R. Green</p> <p>KENNETH J. WEBER FAMILY, L.L.C. 9986 Manchester Road, Suite 200 St. Louis, Missouri 63122 Attn: Thomas R. Green</p>
With a copy to:	<p>Terry Moffitt 9986 Manchester Road, Suite 200 St. Louis, Missouri 63122</p>
Tenant:	<p>Birmingham Dance Academy, LLC 103 Barn Swallow Road Madison, AL 35758 Attention: _____</p>
Lender:	<p>Wells Fargo Bank, National Association Commercial Real Estate (AU #11922) 1 North Jefferson, Building D3 St. Louis, Missouri 63103 Attention: Jeff Rombach</p> <p>Loan #: 1013567</p>
With a copy to:	<p>Wells Fargo Bank, National Association Minneapolis Loan Center 608 2nd Avenue South, 11th Floor Minneapolis, MN 55402 Attention: Mary Kjornes</p>

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

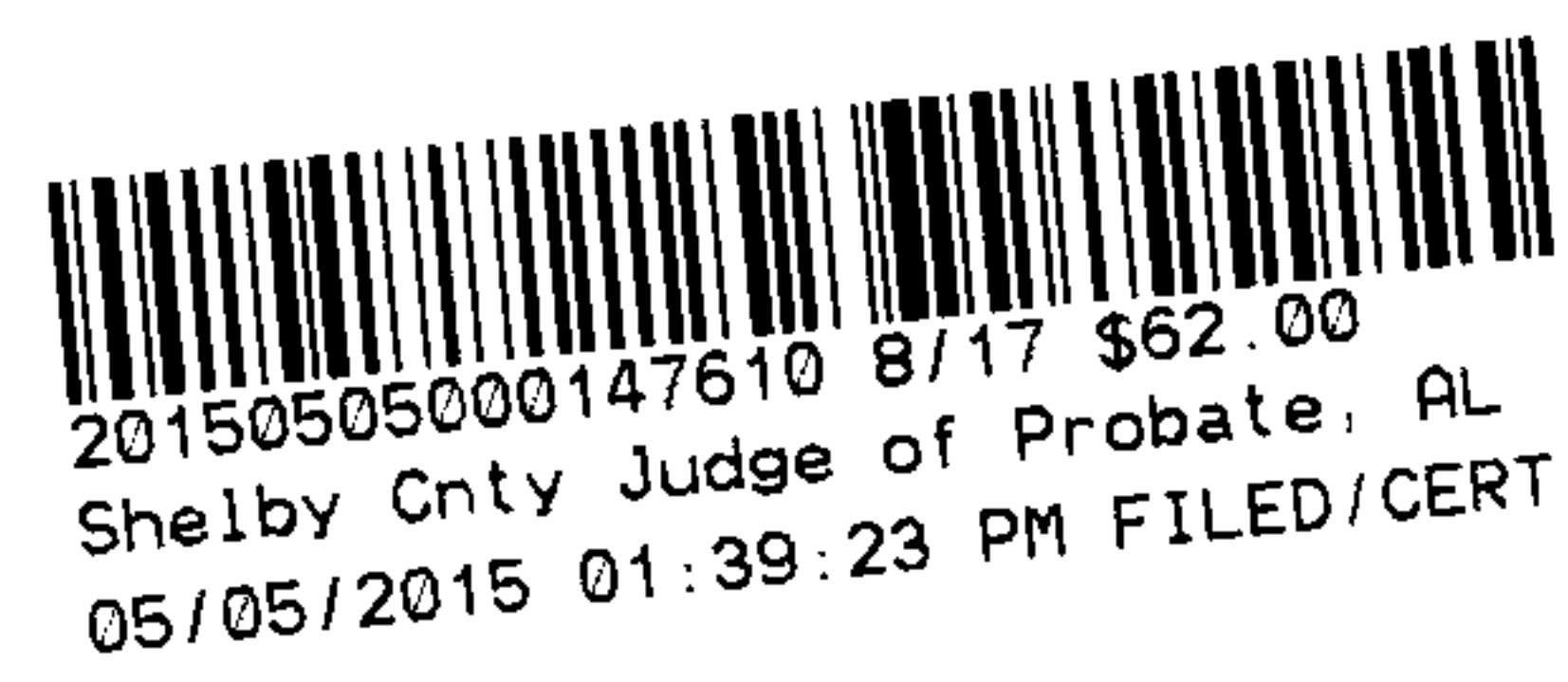
7.3 **Heirs, Successors and Assigns.** Except as otherwise expressly provided under the terms and conditions herein, the terms of this Agreement shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto.

7.4 **Headings.** All article, section or other headings appearing in this Agreement are for convenience of reference only and shall be disregarded in construing this Agreement.



- 7.5 **Counterparts.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 7.6 **Exhibits, Schedules and Riders.** All exhibits, schedules, riders and other items attached hereto are incorporated into this Agreement by such attachment for all purposes.

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**SIGNATURE PAGE TO
SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
ATTORNMEN AND NON-DISTURBANCE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

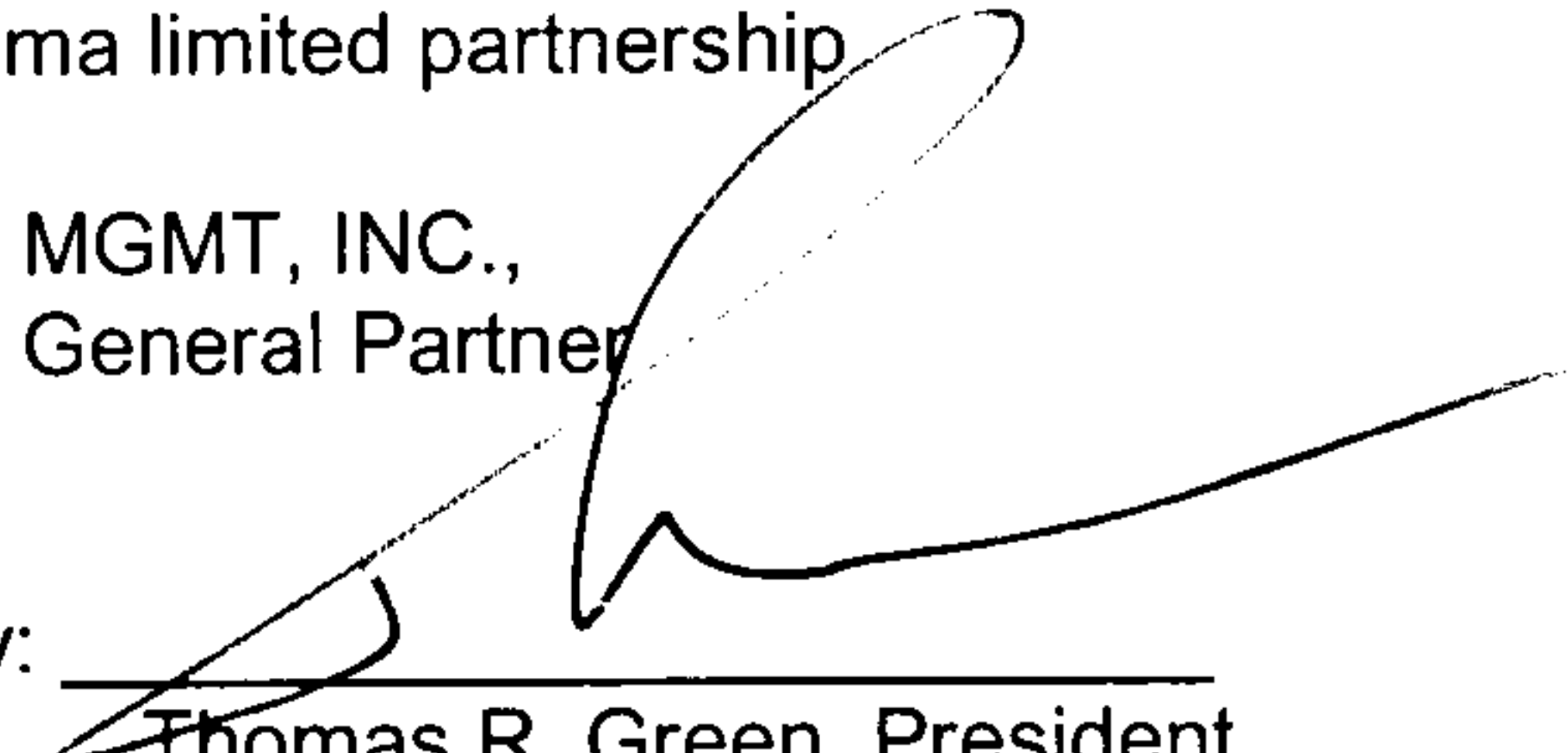
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

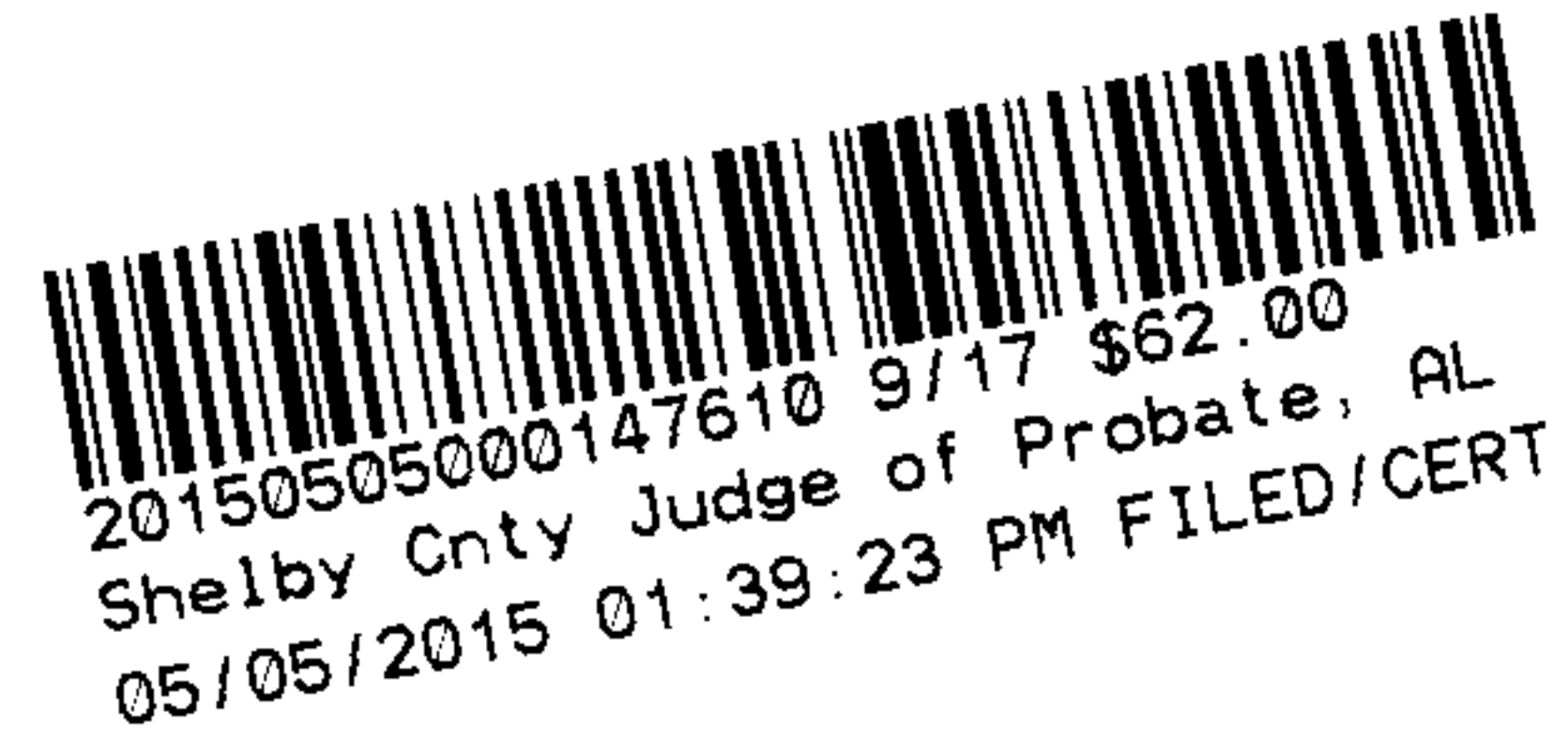
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

"BORROWER" and "MORTGAGOR"

INVERNESS HEIGHTS SHOPPING CENTER, LP,
an Alabama limited partnership

By: IH MGMT, INC.,
its General Partner

By: 
Thomas R. Green, President




STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 10th day of April, 2015, before me appeared Thomas R. Green, to me personally known, who, being by me duly sworn, did say that he is the President of IH MGMT, INC., an Alabama corporation, the General Partner of INVERNESS HEIGHTS SHOPPING CENTER, LP, an Alabama limited partnership, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said Thoms R. Green acknowledged said instrument to be the free act and deed of said corporation, as the general partner of such limited partnership, and that said corporation has no seal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)


Notary Public

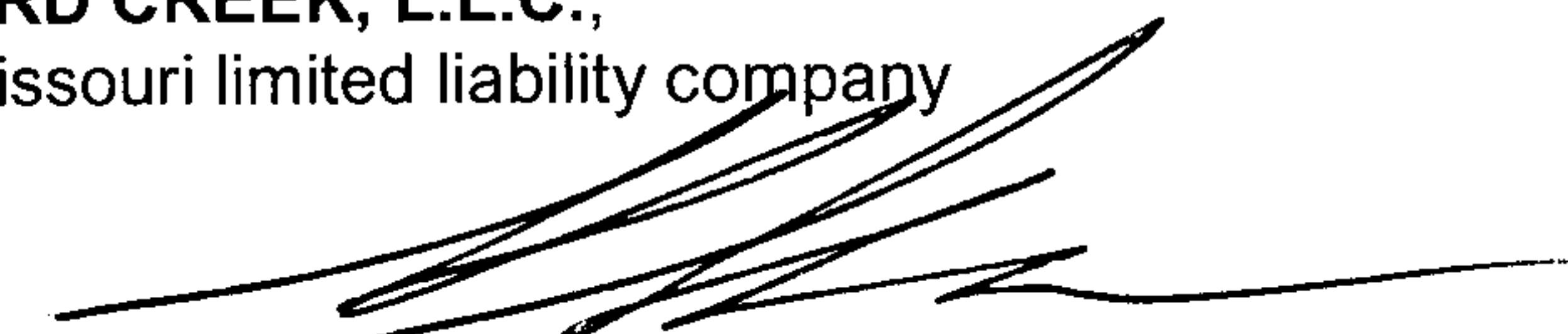
My term expires 8-24-17.

TERESA A. ULMER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: 8-24-2017
Commission #13469943

**SIGNATURE PAGE FOR
SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
ATTORNMEN AND NON-DISTURBANCE AGREEMENT**

"NON-BORROWER OWNER" and "MORTGAGOR"

THIRD CREEK, L.L.C.,
a Missouri limited liability company

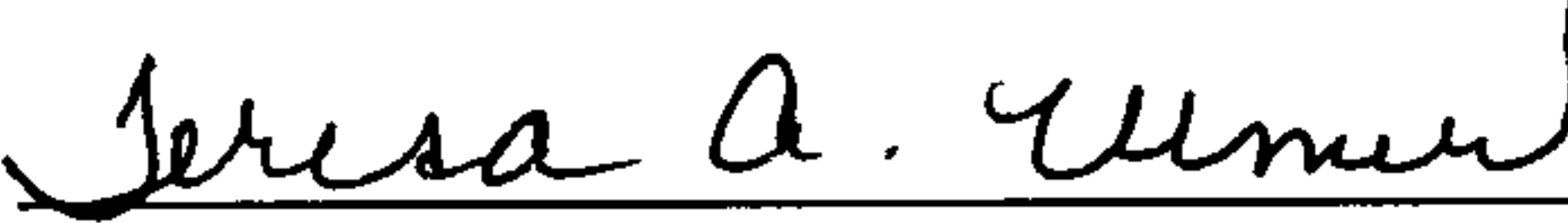
By: 
Print Name: MATTHIAS RENNER
Title: General Manager

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 18th day of April in the year 2015 before me, Teresa A. Ulmer, a Notary Public in and for said state, personally appeared Matthias Renner, the General Manager of THIRD CREEK, L.L.C., a Missouri limited liability company, known to me to be the person(s) who executed the within SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMEN AND NON-DISTURBANCE AGREEMENT in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.


IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)


Notary Public

My term expires: _____.


TERESA A. ULMER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: 8-24-2017
Commission #13469943


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**SIGNATURE PAGE FOR
SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
ATTORNMEN AND NON-DISTURBANCE AGREEMENT**

"NON-BORROWER OWNER" and "MORTGAGOR"

MATTHIAS D. RENNER FAMILY, L.L.C.,
a Missouri limited liability company

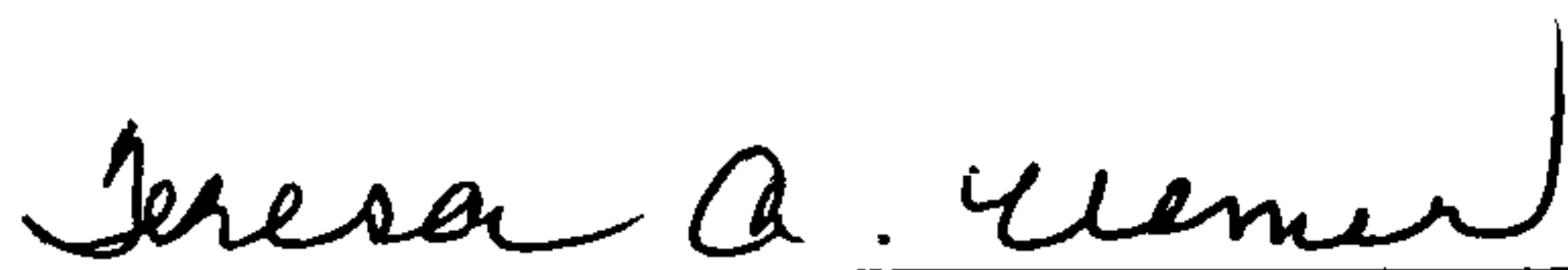
By: 
Print Name: MATTHIAS RENNER
Title: Manager

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 18th day of April in the year 2015 before me, Teresa A. Ulmer, a Notary Public in and for said state, personally appeared Matthias Renner, the Manager of MATTHIAS D. RENNER FAMILY, L.L.C., a Missouri limited liability company, known to me to be the person(s) who executed the within SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMEN AND NON-DISTURBANCE AGREEMENT in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.


IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)


Notary Public

My term expires: _____.

TERESA A. ULMER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: 8-24-2017
Commission #13469943


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Shelby Cnty Judge of Probate, AL
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**SIGNATURE PAGE FOR
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ATTORNMEN AND NON-DISTURBANCE AGREEMENT**

"NON-BORROWER OWNER" and "MORTGAGOR"

KENNETH J. WEBER FAMILY, L.L.C.,
a Missouri limited liability company


By: 
Print Name: MATTHIAS RENNER
Title: Manager

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 28th day of April in the year 2015 before me, Teresa A. Ulmer, a Notary Public in and for said state, personally appeared Matthias Renner, the Manager of KENNETH J. WEBER FAMILY, L.L.C., a Missouri limited liability company, known to me to be the person(s) who executed the within SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMEN AND NON-DISTURBANCE AGREEMENT in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


(SEAL)



Notary Public

My term expires: _____.

TERESA A. ULMER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: 8-24-2017
Commission #13469943


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**SIGNATURE PAGE TO
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ATTORNMENT AND NON-DISTURBANCE AGREEMENT**

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

"TENANT"

**BIRMINGHAM DANCE ACADEMY, LLC,
an Alabama limited liability company**

By: Debra Blais
Print Name: Debra Blais
Title: Owner

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Debra Blais, whose name as Owner of Birmingham Dance Academy a LLC [corporation][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 officer and with full authority, executed the same voluntarily for and as the act of said [corporation][limited liability company].

Given under my hand and official seal this 10th day of April, 2015.

Jennifer C. Palmer
Notary Public

[NOTARIAL SEAL]

My commission expires:

My Comm Exp: 5-6-18

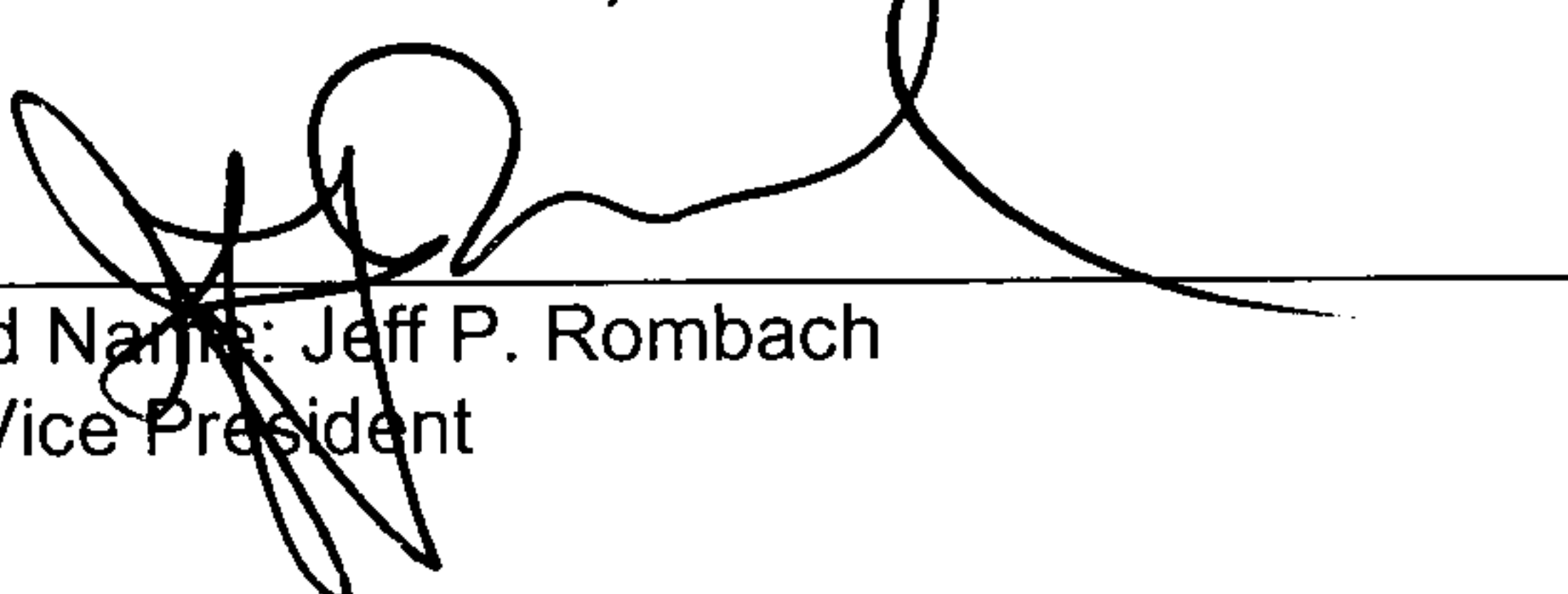


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Shelby Cnty Judge of Probate, AL
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**SIGNATURE PAGE TO
SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
ATTORNMEN AND NON-DISTURBANCE AGREEMENT**

"LENDER"

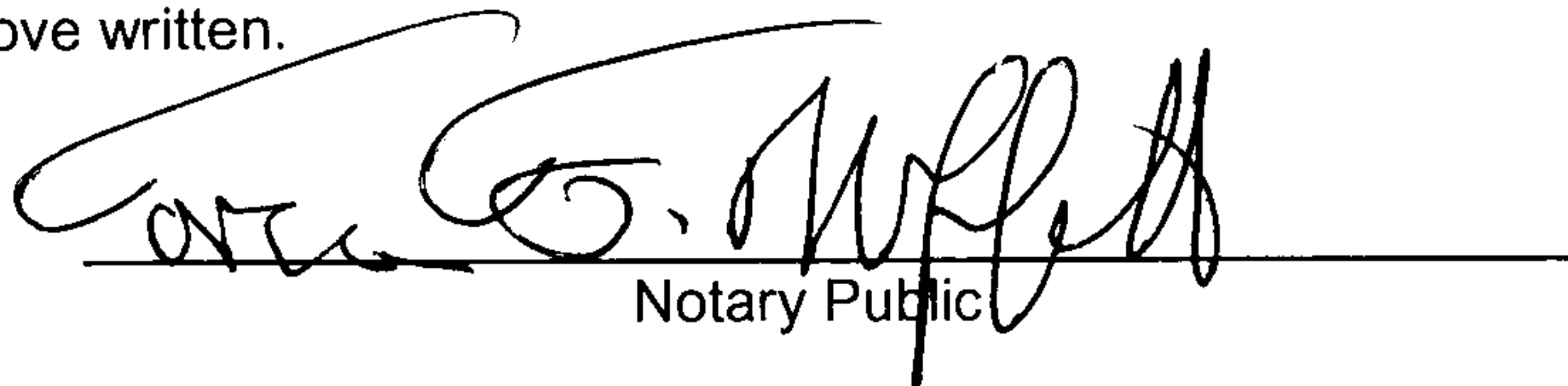
WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Printed Name: Jeff P. Rombach
Title: Vice President

STATE OF MISSOURI)
)
CITY OF ST. LOUIS)

On this 24th day of April, 2015, before me appeared Jeff Rombach, to me personally known, who, being by me duly sworn, did say that he is a Vice President of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, and that said instrument was signed and sealed in behalf of said association, by authority of its Board of Directors; and said Vice President acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.


Notary Public

(SEAL)

My Commission Expires:



TERRENCE F. MOFFITT
My Commission Expires
August 4, 2017
St. Louis County
Commission #13505614

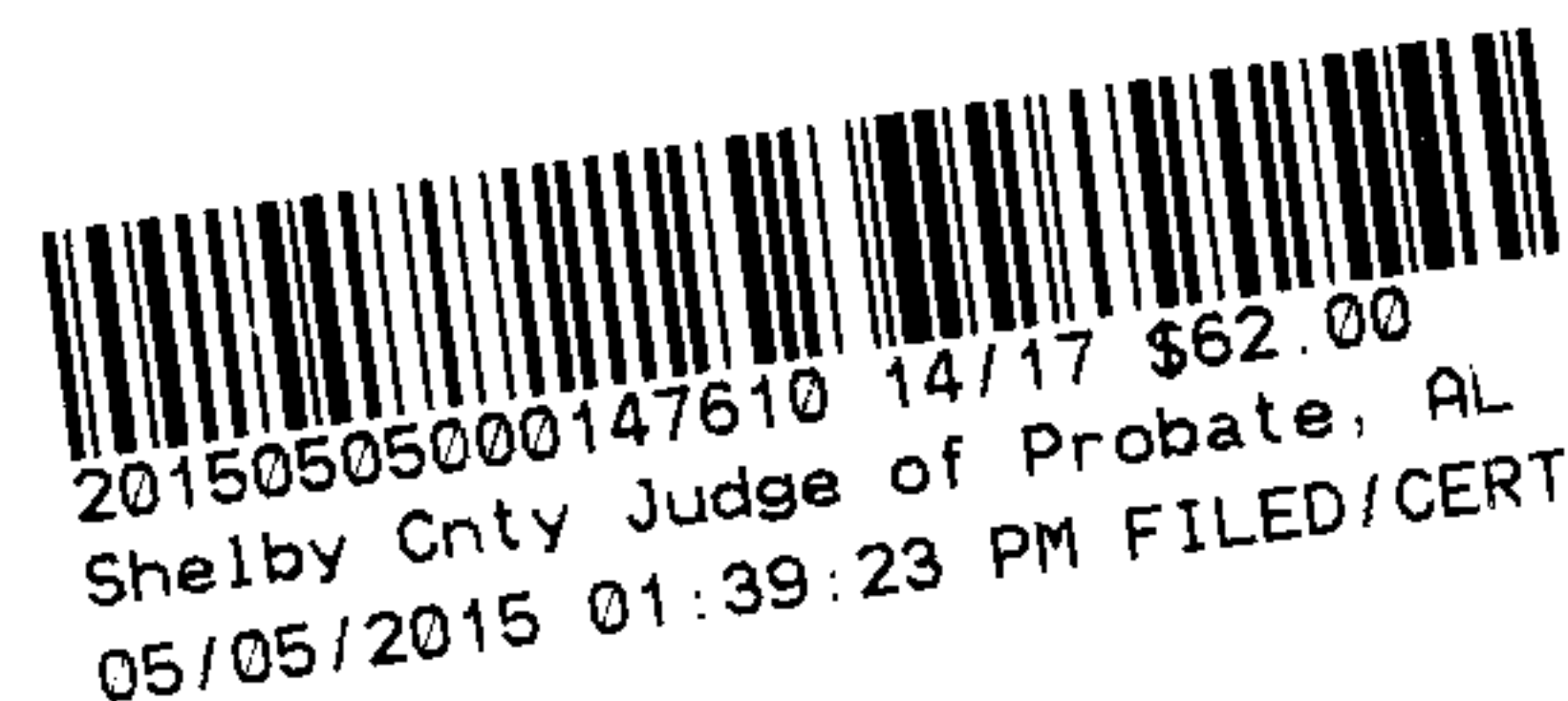
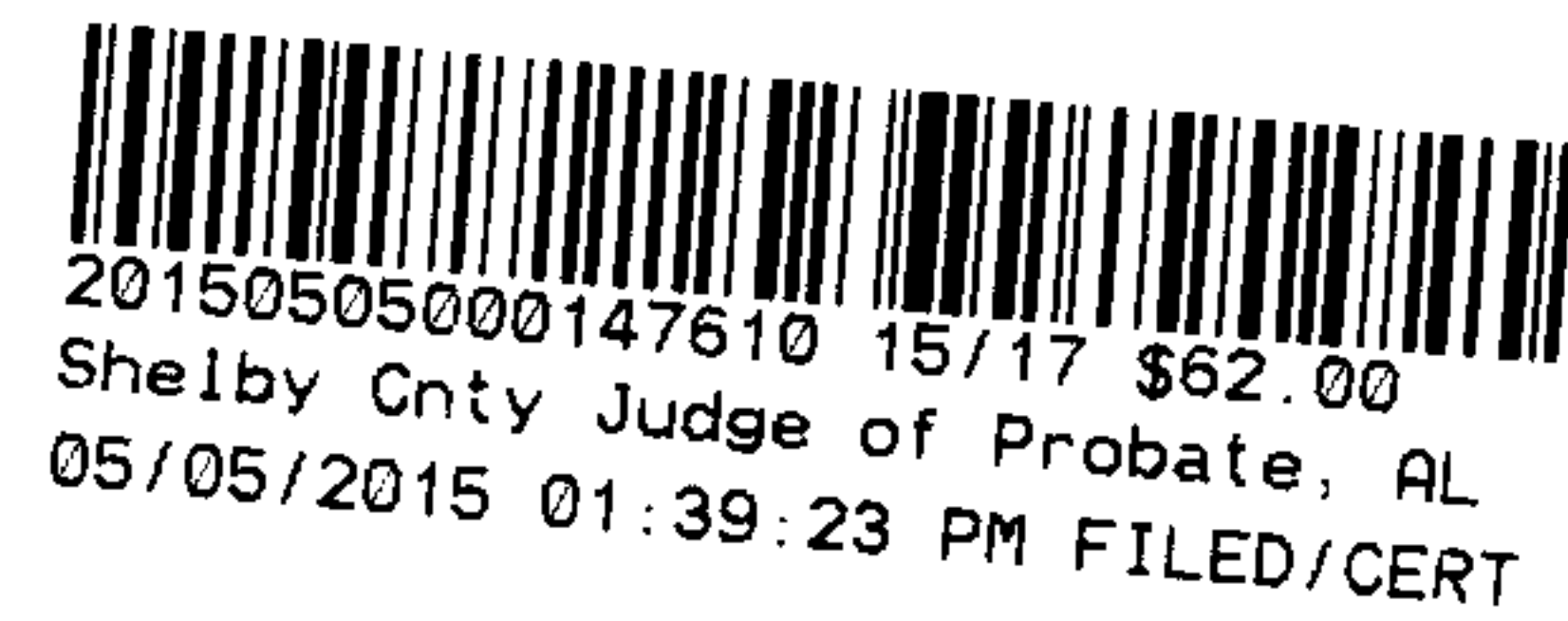


EXHIBIT A - DESCRIPTION OF PROPERTY

All that certain real property located in the County of Shelby, State of Alabama, described as follows:

Lots 1, 2, 3, according to the Survey of Cypress Equities to Hoover, as recorded in Map Book 31, page 79, in the office of the Judge of Probate of Shelby County, Alabama, being situated in Shelby County, Alabama.

APN: 58-03-9-31-0-001-048.003
58-02-7-36-0-001-020.001
58-02-7-36-0-001-020.003
58-03-9-31-0-001-048.004



LEASE GUARANTOR'S CONSENT

The undersigned ("Lease Guarantor") consents to the foregoing SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMENMENT AND NON-DISTURBANCE AGREEMENT and the transactions contemplated thereby and reaffirms its obligations under the lease guaranty ("Lease Guaranty") dated April 22, 2015. Lease Guarantor further reaffirms that its obligations under the Lease Guaranty are separate and distinct from Tenant's obligations.

AGREED:

Dated as of: April 20, 2015

"LEASE GUARANTOR"

RICHARD BLAIS

By: Richard Blais
 Print Name: Richard Blais
 Title: Guarantor

STATE OF Alabama)
 COUNTY OF Shelby)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Richard Blais, whose name as Guarantor of House of Birmingham Dene Academy, a LLC [corporation][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 officer and with full authority, executed the same voluntarily for and as the act of said [corporation][limited liability company].

Given under my hand and official seal this 20th day of April, 2015.

Jennifer C Palmer
 Notary Public

[NOTARIAL SEAL]

My commission expires:

My Comm Exp: 5-6-18

LEASE GUARANTOR'S CONSENT

The undersigned ("**Lease Guarantor**") consents to the foregoing SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMENMENT AND NON-DISTURBANCE AGREEMENT and the transactions contemplated thereby and reaffirms its obligations under the lease guaranty ("**Lease Guaranty**") dated April 22, 2015. Lease Guarantor further reaffirms that its obligations under the Lease Guaranty are separate and distinct from Tenant's obligations.

AGREED:

Dated as of: _____, 2015

"LEASE GUARANTOR"

DEBRA BLAIS

By: Debra Blais
 Print Name: Debra Blais
 Title: Owner

STATE OF Alabama)
 COUNTY OF Shelby)

20150505000147610 17/17 \$62.00
 Shelby Cnty Judge of Probate, AL
 05/05/2015 01:39:23 PM FILED/CERT

I, the undersigned, a notary public in and for said county in said state, hereby certify that Debra Blais, whose name as Owner of Birmingham Dance Academy, a LHC [corporation][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 officer and with full authority, executed the same voluntarily for and as the act of said [corporation][limited liability company].

Given under my hand and official seal this 20th day of April, 2015.

Jennifer C. Palmer
 Notary Public

[NOTARIAL SEAL]

My commission expires:

My Comm Exp: 5-6-18