

7This instrument prepared by and return to:

William R. Cunningham, Jr.
Sasser, Sefton & Brown, P.C.
445 Dexter Avenue, Suite 8050 (36104)
PO Box 4539
Montgomery, AL 36103-4539

STATE OF ALABAMA

COUNTY OF SHELBY

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This subordination, non-disturbance and attornment agreement (this “**Agreement**”) is dated May 27, 2015, and is between BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (“**Lender**”), SHELBY RIDGE PROPERTIES, LLC, an Alabama limited liability company (“**Landlord**”), and SHELBY RIDGE ACQUISITION CORPORATION, an Alabama corporation (“**Tenant**”).

Landlord and Tenant entered into a lease agreement dated May 27, 2015 (as amended, renewed, restated, or replaced, the “**Lease**”), for the use and occupancy of Landlord’s facility at 881 3rd Street Northeast, Alabaster, Alabama 35007, as more particularly described in Exhibit A attached hereto (the “**Leased Premises**”).

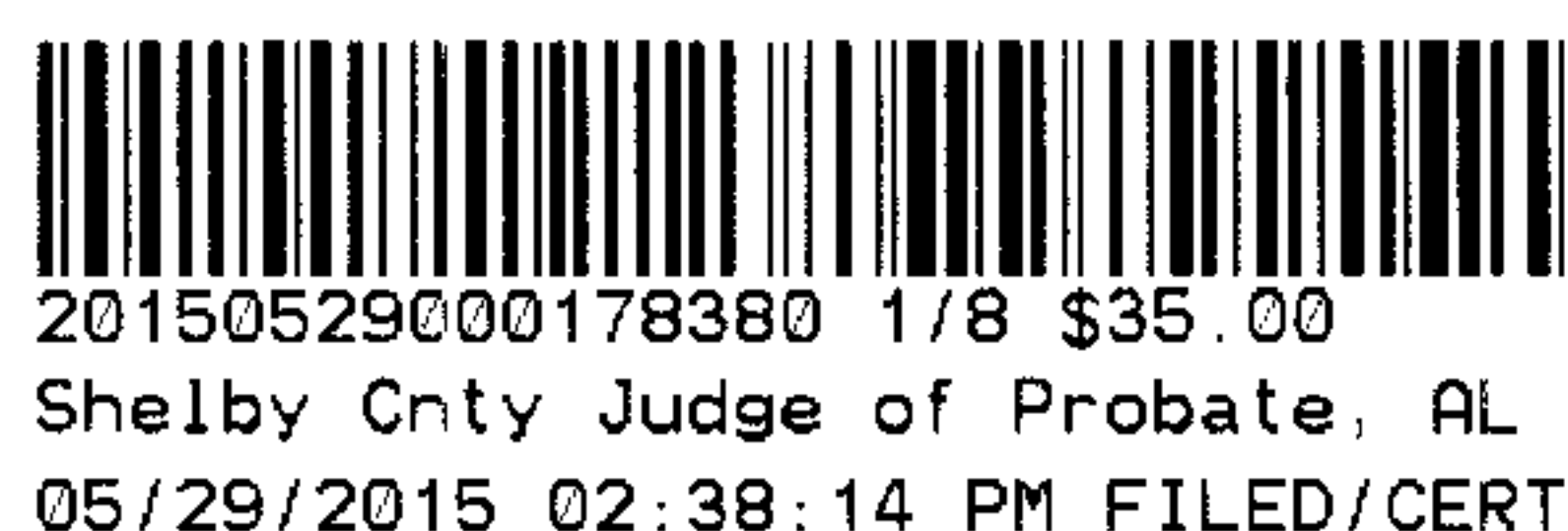
Landlord and Tenant desire to borrow up to \$4,100,000 from Lender (the “**Loan**”), as evidenced by that certain Promissory Note of even date herewith (the “**Note**”), which will be secured by that certain Mortgage to be recorded in the Office of the Judge of Probate of Shelby County, Alabama (the “**Mortgage**”), granting Lender a first priority security interest in the Leased Premises.

In addition to the Note and the Mortgage, the Loan is governed by that certain Loan Agreement of even date herewith between Landlord, Tenant, and Lender (the “**Loan Agreement**”).

As inducement to Lender to make the Loan and as required by the terms of the Mortgage and the Loan Agreement, Tenant desires to subordinate its interest in the Lease to the lien of the Mortgage. In return, Tenant wants to be assured of the continued use and occupancy of the Leased Premises under the terms of the Lease.

The parties therefore agree as follows:

1. **Subordination.** Tenant subordinates its interest under the Lease to the Mortgage and acknowledges that, as a result, the lien of the Mortgage shall be prior and superior to Tenant’s interest under the Lease. In the event it should become necessary to foreclose the Mortgage or Lender should otherwise come into possession of the Leased Premises, Lender will not join Tenant as a party under the Lease in summary or foreclosure proceedings and will not



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disturb the use and occupancy of Tenant under the Lease so long as Tenant is not in default under any of the terms, covenants, or conditions of the Lease.

2. **Attornment.** Tenant agrees that in the event Lender succeeds to the interest of Landlord under the Lease, any proceedings are brought for the foreclosure of the Mortgage, or the Leased Premises are conveyed by deed in lieu of foreclosure, Tenant will attorn to the purchaser at such foreclosure sale or grantee under deed in lieu (Lender or such purchaser or grantee, the “**Successor Landlord**”) and recognize the Successor Landlord as the landlord under the Lease. The Successor Landlord, by virtue of such foreclosure or deed in lieu, will be deemed to have assumed and agreed to be bound, as substitute landlord, by the terms and conditions of the Lease. All rights and obligations herein and hereunder shall continue as though such foreclosure proceedings had not been brought, except as provided in this agreement.

3. **Assignment of Lease.** Tenant acknowledges that Landlord has assigned, or may assign, Landlord’s interest in the Lease to Lender to secure the Loan, and Tenant hereby agrees, in accordance with the terms of any such assignment, to pay to Lender all rent and other sums thereafter due under the Lease upon receipt of written notice from Lender directing payment to Lender.

4. **Lender’s Rights and Obligations under the Lease.** If Lender shall succeed to the interest of Landlord under the Lease, or if any purchaser acquires the Leased Premises upon any foreclosure or deed in lieu, Successor Landlord shall be bound to Tenant under all of the terms, covenants, and conditions of the Lease, and Tenant shall, from and after Successor Landlord’s succession to the interest of Landlord under the Lease, have the same remedies against Successor Landlord, as applicable, for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Successor Landlord had not succeeded to the interest of Landlord; provided, however, that Successor Landlord shall not be:

- (A) liable for any act or omission of any prior owner (including Landlord);
- (B) subject to any offsets or defenses which Tenant might have against any prior owner (including Landlord);
- (C) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior owner (including Landlord) unless such amounts are actually received by Successor Landlord;
- (D) bound by any agreement or material modification of the Lease made without Successor Landlord’s consent; or
- (E) in any way responsible for any down payment, deposit, or security which was delivered to Landlord but which was not subsequently delivered to Successor Landlord.

5. **Notice of Landlord Default.** Tenant shall give prompt written notice to Lender of all defaults by Landlord of any obligations under the Lease prior to exercise by Tenant of any rights or remedies under the Lease. Except as otherwise provided in this agreement, Tenant shall not exercise any right to cancel or terminate the Lease or to reduce rent or to credit or offset any amounts against future rents as a result of a default by Landlord under the Lease without first giving written notice thereof to Lender (such notice, the “**Default Notice**”). Lender, as the holder

of the Mortgage, shall have the same right as Landlord to cure any default complained of in a Default Notice within the later of (a) thirty (30) days after receipt and (b) thirty (30) days after the expiration of any applicable grace or cure period allowed Landlord under the Lease.

6. **Non-Default Notices.** Tenant agrees to send a copy of any notice or demand given or made to Landlord pursuant to the provisions of the Lease, other than a Default Notice.

7. **Notices.** Unless otherwise provided herein, all notices, requests, consents and demands shall be in writing and shall either be (i) mailed by certified or registered mail, return receipt requested, (ii) sent by nationally recognized commercial courier or (iii) delivered in person:

If to Lender, at

Branch Banking and Trust Company
387 Fairhope Avenue
Fairhope, Alabama 36532
Attention: Tommy Waters

With a copy, which shall not constitute notice, to:


William R. Cunningham, Jr.
Sasser, Sefton & Brown, P.C.
445 Dexter Avenue, Suite 8050
Montgomery, AL 36104

If to Tenant, at

Shelby Ridge Acquisition Corporation
100 Perry Hill Road
Montgomery, Alabama 36109
Attention: Christopher R. Schmidt

With a copy, which shall not constitute notice, to:

Thomas G. Mancuso
Thomas G. Mancuso, P.C.
445 Dexter Avenue, Suite 9000
Montgomery, AL 36104



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or, as to any party, to such other address as may be designated by it in written notice to all other parties. All notices, requests, consents and demands hereunder will be effective when first received or first refused. Notice may be delivered by a party's counsel.

8. **Ratification of Lease.** Landlord and Tenant hereby reaffirm, ratify, and agree to comply with all the terms and provisions of the Lease.

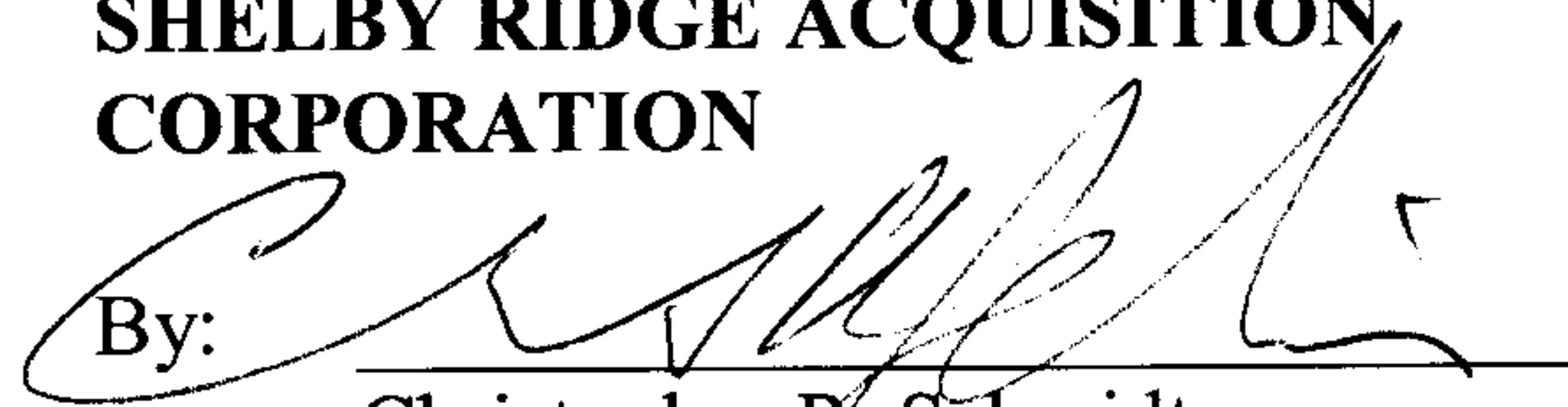
9. **Miscellaneous.** The provisions of this agreement are binding upon and shall inure to the benefit of the heirs, successors, and assigns of the parties hereto. This agreement may not be altered, modified, or amended except by writing signed by all of the parties hereto. This agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signatures and acknowledgements begin on following page.]


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The parties are signing this agreement under seal on the date stated in the introductory clause.

**SHELBY RIDGE ACQUISITION
CORPORATION**

By: 
Christopher R. Schmidt,
Its President

[SEAL]

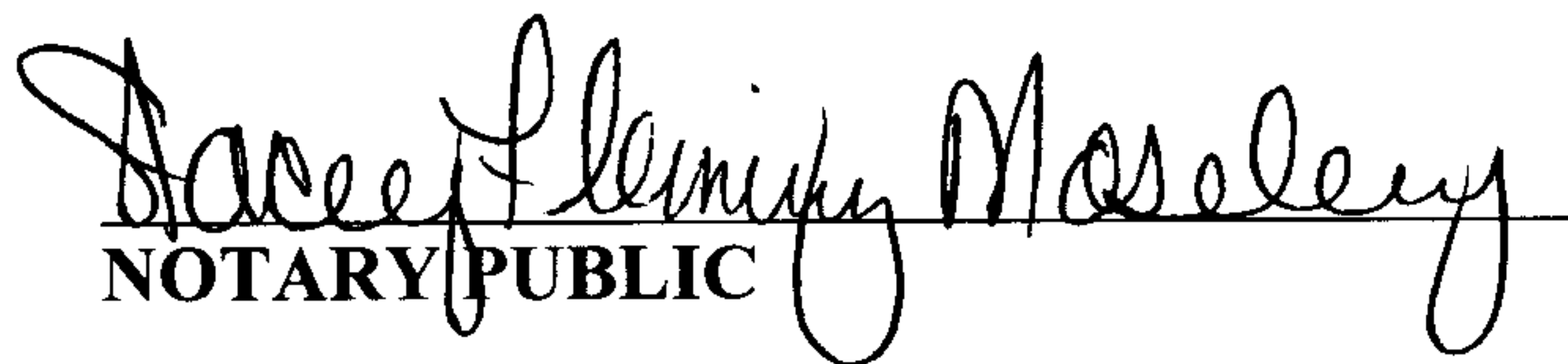
STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said State and County, do hereby certify that **Christopher R. Schmidt**, whose name as President of **SHELBY RIDGE ACQUISITION CORPORATION**, an Alabama 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 on behalf of said corporation on the day the same bears date.

GIVEN under my hand and official seal this the 27th day of May, 2015.

[SEAL]


NOTARY PUBLIC

My Commission Expires: 03-06-18



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LENDER:

**BRANCH BANKING AND TRUST
COMPANY**, a North Carolina banking
corporation

By: _____

Thomas R. Waters,
Its Vice President and Regional
Corporate Banker

[SEAL]

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said State and County, do hereby certify that **Thomas Waters**, whose name as Vice President and Regional Corporate Banker of **BRANCH BANKING AND TRUST COMPANY**, a North Carolina 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 on behalf of said banking corporation on the day the same bears date.

GIVEN under my hand and official seal this the 27th day of May, 2015.

[SEAL]

NOTARY PUBLIC

My Commission Expires: 03-06-18

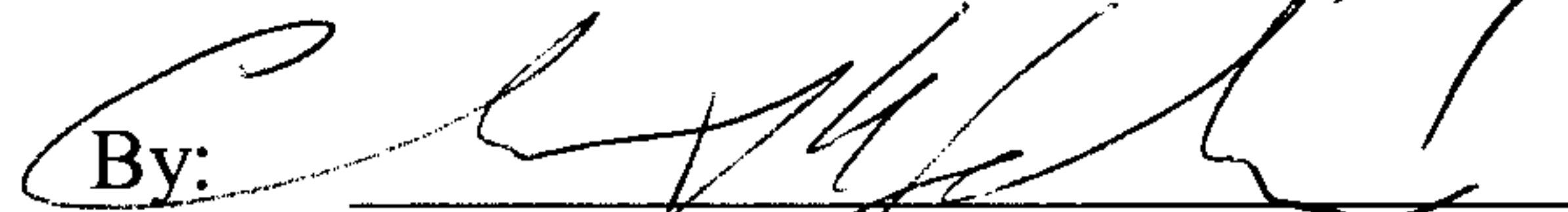
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CONSENT OF LANDLORD

The terms of the above agreement are hereby consented and agreed to by the undersigned, as landlord, under the Lease.

Done this the 27th day of May, 2015.

SHELBY RIDGE PROPERTIES, LLC

By: 
Christopher R. Schmidt,
Its Manager

[SEAL]

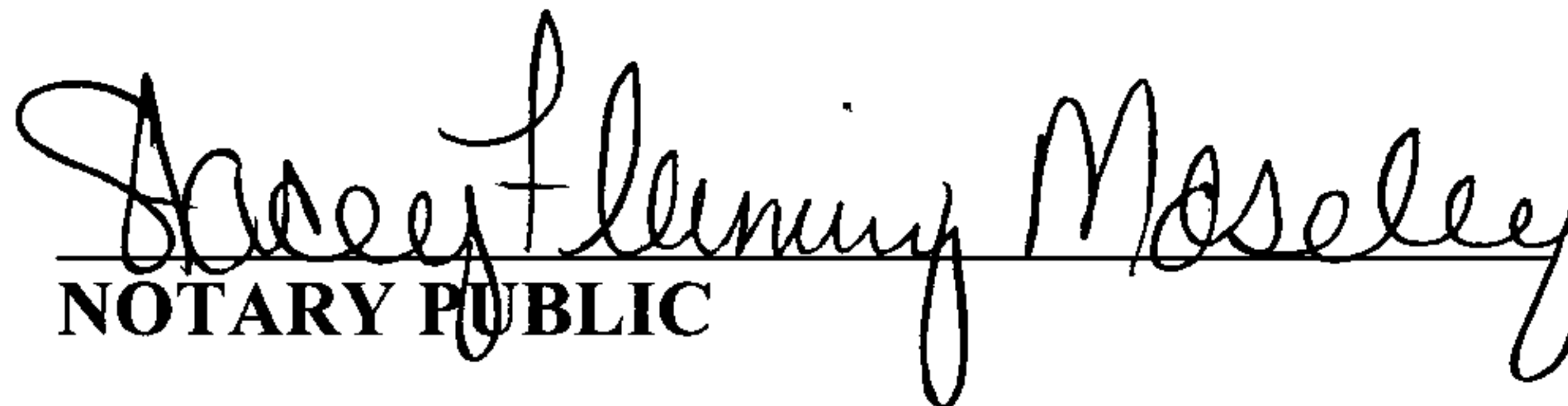
STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned Notary Public in and for said State and County, do hereby certify that **Christopher R. Schmidt**, whose name as Manager of **SHELBY RIDGE PROPERTIES, 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, as such Manager and with full authority, executed the same voluntarily on behalf of said limited liability company on the day the same bears date.

GIVEN under my hand and official seal this the 27th day of May, 2015.

[SEAL]


NOTARY PUBLIC

My Commission Expires: 03-06-18



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Exhibit A

Lot 1, according to the Final Plat of Shelby Ridge Nursing Home Survey, as recorded in Map Book 34, Page 60, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH all of Shelby Ridge Properties, LLC's beneficial real estate interest in that certain Drainage Easement between Baptist Health System, Inc. and Shelby Ridge Properties, LLC dated 1/1/2005 recorded at 20050112000018050 on 1/12/2005.

