

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT made as of the 7th day of December, 2016, among **THE PIEDMONT BANK**, a Georgia banking corporation (hereinafter referred to as "Lender"), **CHANDLER HEALTH AND REHAB CENTER, LLC**, a Georgia limited liability company (hereinafter referred to as "Tenant"), and **ALABASTER PARTNERS, LLC**, a Georgia limited liability company (hereinafter referred to as "Landlord");

W I T N E S S E T H:

WHEREAS, Landlord and Tenant have entered into a certain Lease (hereinafter, as amended, referred to as the "Lease") dated April 30, 2008, as amended by that certain First Amendment to Lease dated April 7, 2011, relating to the premises described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises"); and

WHEREAS, Lender has made or has committed to make a loan to Landlord secured by Real Estate Mortgage and Security Agreement from Landlord (hereinafter referred to as the "Mortgage") and an assignment of leases and rents from Landlord to Lender covering the Premises; and

WHEREAS, Tenant has agreed that the Lease shall be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1.

Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options, liens and charges created thereby, is and shall continue to be subject and subordinate in all respects to the Mortgage and to any advancements made thereunder and to any renewals, modifications, consolidations, replacements and extensions thereof.

2.

Lender does hereby agree with Tenant that, so long as Tenant complies with and performs all of its obligations, monetary and non-monetary, under the Lease, (a) Lender will take no action which will interfere with or disturb Tenant's possession or use of the Premises or other rights under the Lease, and (b) in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, the Premises shall be subject to the Lease and Lender shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof, provided, however, that Lender shall not be subject to any offsets or defenses which Tenant might have against any prior landlord except those which arose under the provisions of the Lease out of such landlord's default and accrued after Tenant had notified Lender and given Lender the opportunity to cure same as hereinbelow provided, nor shall Lender be liable for any act or omission of any prior landlord, nor shall Lender be bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord nor shall it be bound by any amendment or modification of the Lease made without its consent.

3.

Tenant does hereby agree with Lender that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject to the terms and conditions of the Lease. Tenant further covenants and agrees to execute and deliver upon request of Lender, or its assigns, an appropriate agreement of attornment by any subsequent titleholder of the Premises.

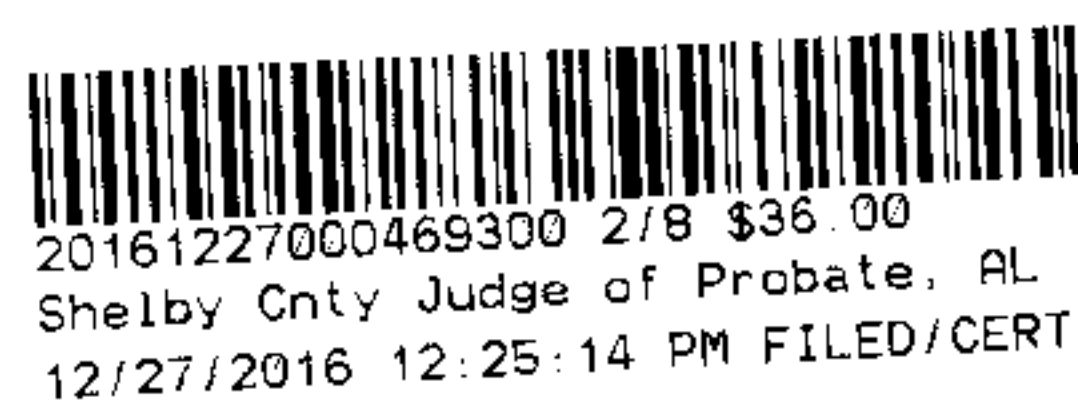
4.

So long as the Mortgage remains outstanding and unsatisfied, Tenant will mail or deliver to Lender, at the address and in the manner hereinbelow provided, a copy of all notices permitted or required to be given to the Landlord by Tenant under and pursuant to the terms and provisions of the Lease. At any time before the rights of the landlord shall have been forfeited or adversely affected because of any default of the landlord, or within the time permitted the landlord for curing any default under the Lease as therein provided (but in no event less than sixty (60) days from the receipt of notice by Lender of such default by landlord), Lender may, but shall have no obligation to, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of the landlord by the terms of the Lease; and all payments so made and all things so done and performed by Lender shall be as effective to prevent the rights of the landlord from being forfeited or adversely affected because of any default under the Lease as the same would have been if done and performed by the landlord.

5.

Tenant acknowledges that Landlord will execute and deliver to Lender an assignment of the Lease as security for said loan, and Tenant hereby expressly consents to such assignment.

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6.

Landlord and Tenant hereby certify to Lender that the Lease has been duly executed by Landlord and Tenant and is in full force and effect; that the Lease and any modifications and amendments specified herein are a complete statement of the agreement between Landlord and Tenant with respect to the leasing of the Premises, and the Lease has not been modified or amended except as specified herein; that to the knowledge of Landlord and Tenant, no party to the Lease is in default thereunder; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date; and that Tenant, as of this date, has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other charges due or to be come due there under.


7.

Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Agreement shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon being deposited in the United States mail, postage prepaid, certified with return receipt requested, to the other party at the address of such other party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request or response, if given to Lender, shall be addressed as follows:

The Piedmont Bank
5100 Peachtree Parkway
Norcross, Georgia 30092
Attn: Monty G. Watson, President

and, if given to Tenant, shall be addressed as follows:

Chandler Health and Rehab Center, LLC
c/o Medical Management Concepts
PO Box 69, 8369 Rivoli Road
Bolingbroke, Georgia 31004
Attn: Mike Wingett


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With a copy to:
Medical Management Concepts
PO Box 69, 8369 Rivoli Road
Bolingbroke, Georgia 31004
Attn: Doug Hodges

and, if given to Landlord, shall be addressed as follows:

Alabaster Partners, LLC
3050 Peachtree Road NW
Suite #355
Atlanta, Georgia 30305
Attn: Christopher F. Brogdon, Manager

8.

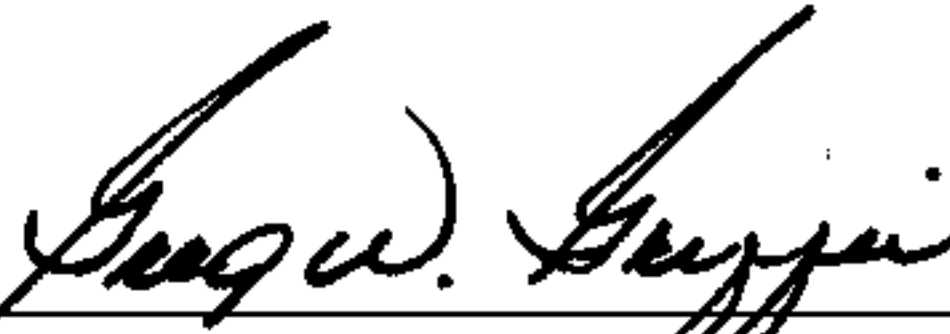
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. When used herein, the term "landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease.


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

LENDER:

THE PIEDMONT BANK

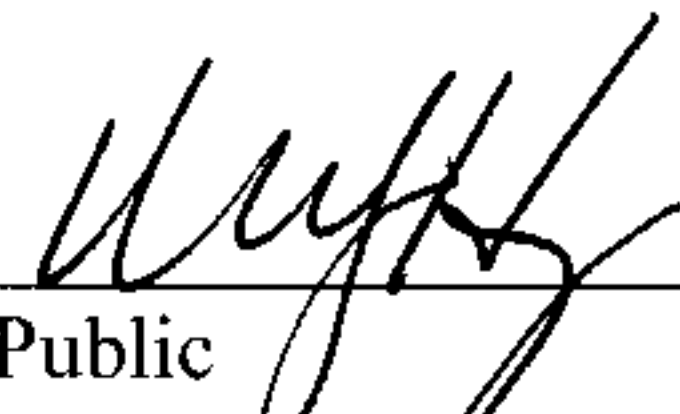
By: 
Name: Greg W. Griffin
Title: President, Old Peachtree

THE STATE OF GEORGIA
GWINNETT COUNTY

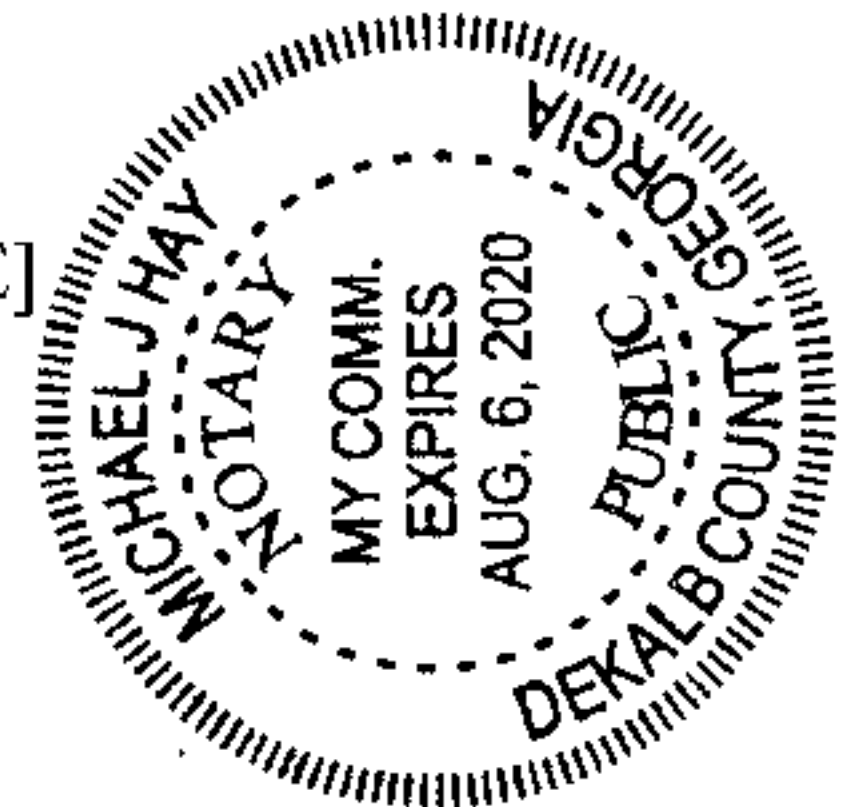
COMPANY ACKNOWLEDGEMENT


I, the undersigned, a Notary Public in and for said County, in Said State, hereby certify that Greg W. Griffin is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such President, Old Peachtree of The Piedmont Bank, and with full authority, has executed the same voluntarily on the day the same bears date for and as the act of said company.

Given under my hand and official seal this 20th day of December, 2016.


Notary Public [Notarial Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]




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TENANT:

**CHANDLER HEALTH AND REHAB CENTER,
LLC**, a Georgia limited liability company

By: [Signature] (SEAL)
Name: Michael E. Winget Sr.
Title: Manager

THE STATE OF Georgia
Monroe COUNTY

COMPANY ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in Said State, hereby certify that Michael E. Winget, Sr. is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Manager of **CHANDLER HEALTH AND REHAB CENTER, LLC**, and with full authority, has executed the same voluntarily on the day the same bears date for and as the act of said company.

Given under my hand and official seal this 29 day of November, 2016.

[Signature]
Notary Public

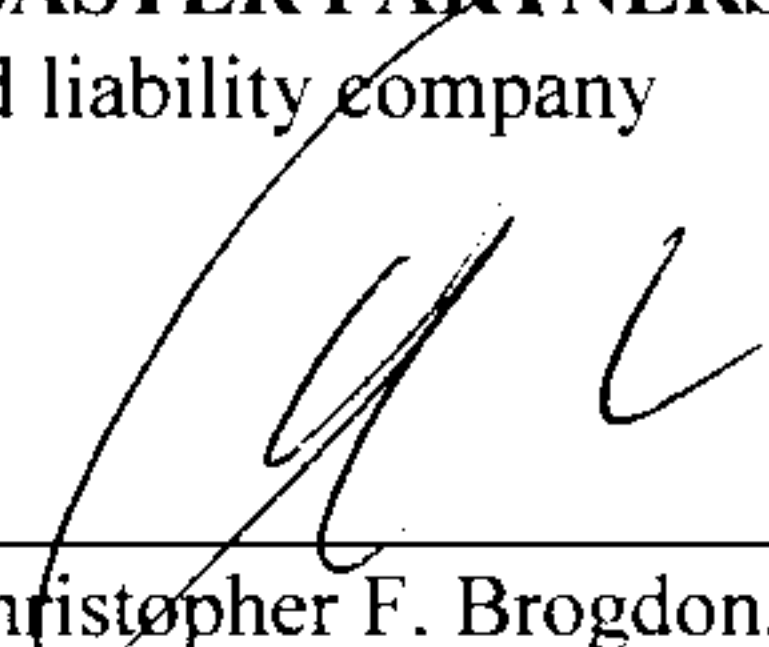
[Notarial Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



LANDLORD:

ALABASTER PARTNERS, LLC, a Georgia
limited liability company

By:  (SEAL)
Christopher F. Brogdon, Manager

THE STATE OF GEORGIA
COBB COUNTY

COMPANY ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in Said State, hereby certify that Christopher F. Brogdon is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Manager of **ALABASTER PARTNERS, LLC**, and with full authority, has executed the same voluntarily on the day the same bears date for and as the act of said company.

Given under my hand and official seal this 20th day of December, 2016.


Notary Public
[Notarial Seal]



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EXHIBIT "A"

Commence at the Southeast corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 35, Township 20 South, Range 3 West; thence run North along the East line of said West 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 35 for a distance of 342.79 feet to the point of beginning; from the point of beginning thus obtained, continue North along last described course for a distance of 821.63 feet; thence turn an angle to the left of 94° 03' 50" and run in a Southwesterly direction for a distance of 593.37 feet; thence turn an angle to the left of 90° 42' 10" and run in a Southeasterly direction along the East right of way line of Shelby County Highway No. 95 for a distance of 484.46 feet to the point of beginning of a curve to the right, said curve having a central angle of 2° 08' and a radius of 7679.28 feet; thence run along the arc of said curve and the East right of way line of Shelby County Highway No. 95 for a distance of 285.93 feet; thence turn an angle to the left of 86° 08' from the tangent of last described course and run in an Easterly direction for a distance of 533.30 feet to the point of beginning. Being situated in Shelby County, Alabama.

Said property now being described as follows:

Commence at the Southeast corner of the West one-half of the Southeast one-fourth of the Northwest one-fourth of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama; thence proceed North 03° 27' 31" East along the East boundary of the West one-half of said quarter-quarter section for a distance of 342.79 feet to a 1" open top pipe in place, said point being the point of beginning. From this beginning point continue North 03° 27' 31" East along the West one-half of said quarter-quarter section for a distance of 821.47 feet to a 1" rebar in place; thence proceed South 89° 24' 28" West for a distance of 593.07 feet to a 1/2" rebar in place being located on the Easterly right-of-way of Shelby County Highway No. 95; thence proceed South 01° 17' 42" East along the Easterly right-of-way of said road for a distance of 484.46 feet to the P. C. of a concave curve right having a delta angle of 02° 07' 57" and a radius of 7679.28 feet; thence proceed Southeasterly along the Easterly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South 00° 10' 25" East, 285.79 feet to a 1/2" rebar in place; thence proceed South 85° 17' 56" East for a distance of 533.45 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Northwest one-fourth of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama


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