

RECORDATION REQUESTED BY:

Wells Fargo Bank, National Association
SBA Lending
600 S 4th Street
13th Floor
Minneapolis, MN 55415-1526

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05/18/2020 02:12:53 PM

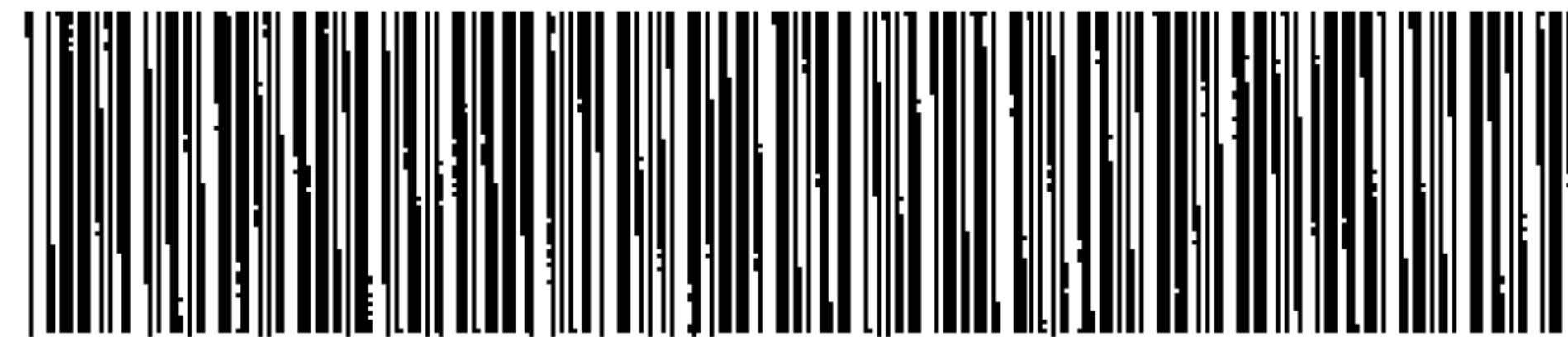
SUBAGREM 1/6

WHEN RECORDED MAIL TO:

Wells Fargo Bank, National Association
SBA - BBG Loan Ops - Recorded Docs
P.O. Box 659713
San Antonio, TX 78265-9827

HOV2000031-C

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



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NOTICE: THIS SUBORDINATION AGREEMENT - LEASE 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.

SUBORDINATION AGREEMENT - LEASE

THIS SUBORDINATION AGREEMENT - LEASE dated May 12, 2020, is made and executed among Cahaba Dental Arts, L.L.C. ("Lessee"); ALABAMA DENTAL PROPERTIES, LLC ("Borrower"); and Wells Fargo Bank, National Association ("Lender").

SUBORDINATED LEASE. Lessee has executed a lease dated May 12, 2020 of the property described herein (the "Subordinated Lease").

REAL PROPERTY DESCRIPTION. The Lease covers a portion of the following described real property located in Shelby County, State of Alabama:

FUTURE ADVANCES. The following provision applies if the Real Property has been given to secure the payment and performance of all future advances and other obligations to the same extent as if such future advances are made on the date of the execution of this Mortgage plus all interest, costs, fees and expenses due hereunder.

Apart of the Southwest 1/4 of the Southwest 1/4 of Section 15, Township 20 South, Range 3 West, and a part of the Northwest 1/4 of the Northwest 1/4 of Section 22, Township 20 South, Range 3 West, also being a part of Lots 5, 6, 7 and 8 of Block Temperance, according to Joseph Squire's Map of Helena as recorded in Map Book 3 Page 121 in the Probate Office of Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 15, Township 20 South, Range 3 West, Helena, Shelby County, Alabama and run thence South 88 deg. 00 min. 00 sec. West along the South line of said 1/4 1/4 a distance of 545.50 feet to a point; Thence run South 30 deg. 00 min. 00 sec. West a distance of 68.90 feet to a point; Thence run North 60 deg. 00 min. 00 sec. West a distance of 10.00 feet to a found rebar corner and the point of beginning of the property being described: Thence run North 60 deg. 00 min. 00 sec. West a distance of 264.60 feet to a found open top pipe corner; Thence run North 00 deg. 53 min. 16 sec. West a distance of 97.70 feet to a found open top pipe corner; Thence run North 85 deg. 44 min. 43 sec. East a distance of 276.26 feet to a set rebar corner on the West margin of Third Street; Thence run South 14 deg. 24 min. 31 sec. East along the said West margin of Third Street a distance of 105.84 feet to the PC of a curve to the right having a central angle of 44 deg. 30 min. 41 sec. and a radius of 50.0 feet; Thence run along the arc of said curve an arc distance of 38.84 feet to the P.T. of said curve; thence run South 30 deg. 06 min. 10 sec. West along the Northerly margin of Main Street a distance of 131.16 feet to the point of beginning.

Being situated in Shelby County, Alabama.

The Real Property or its address is commonly known as 3333 HELENA RD, HELENA, AL 35080. The Real Property tax identification number is 135153007017000.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

All Indebtedness now or hereafter secured by the deed of trust or mortgage evidencing the Lender's Lien, including without limitation, all principal, interest and other amounts, costs and expenses payable under the Note or Related Documents and any renewals of, extensions of, modifications of, consolidations of and substitutions for the Note and Related Documents.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated May 12, 2020, from Borrower to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease.

REQUESTED FINANCIAL ACCOMMODATIONS. Lessee and Borrower each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Borrower and Lessee each represent and acknowledge to Lender that Lessee will benefit as a result of these financial accommodations from Lender to Borrower, and Lessee acknowledges receipt of valuable consideration for entering into this Subordination.

SUBORDINATION AGREEMENT - LEASE (Continued)

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. All of Lessee's right, title, and interest in and to the Subordinated Lease and the Real Property is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to Lessee's interests in the Subordinated Lease and the Real Property. Lessee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Lessee, whether now existing or hereafter acquired.

LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants to Lender that Lessee has heretofore delivered to Lender a true, correct and complete copy of the Lease, which constitutes the entire agreement between the parties thereto and Lessee further acknowledges that the Lease is in full force and effect and that no default by Lessee or, to Lessee's knowledge, by other party under the terms and provisions of the Lease exists as of the date hereof.

LESSEE WAIVERS. Lessee waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Lessee, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Lease also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Lessee also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Lessee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Lessee's security interests in Lessee's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Subordination will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Alabama. In all other respects, this Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Subordination is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Subordination has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Minnesota.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Lessee, shall constitute a waiver of any of Lender's rights or of any of Lessee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be

**SUBORDINATION AGREEMENT - LEASE
(Continued)**

Page 3

granted or withheld in the sole discretion of Lender.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Lessee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Subordination. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Subordination shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means ALABAMA DENTAL PROPERTIES, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Lender. The word "Lender" means Wells Fargo Bank, National Association, its successors and assigns.

Note. The word "Note" means the Note dated May 12, 2020 and executed by ALABAMA DENTAL PROPERTIES, LLC in the principal amount of \$267,800.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Subordination.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED MAY 12, 2020.

THIS SUBORDINATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS SUBORDINATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

ALABAMA DENTAL PROPERTIES, LLC

By: Jayne Lynn Mashayekh (Seal)
Jayne Lynn Mashayekh, Member of ALABAMA
DENTAL PROPERTIES, LLC

By: Hamid Mashayekh (Seal)
Hamid Mashayekh, Member of ALABAMA DENTAL
PROPERTIES, LLC

LESSEE:

CAHABA DENTAL ARTS, L.L.C.

By: Jayne Lynn Mashayekh (Seal)
Jayne Lynn Mashayekh, Manager of Cahaba Dental
Arts, L.L.C.

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

X _____ (Seal)
Authorized Officer

This Subordination Agreement - Lease prepared by:

Name: Benjamin Ortman, Loan Documentation Specialist
Address: 600 S 4th Street
City, State, ZIP: Minneapolis, MN 55415-1526

**SUBORDINATION AGREEMENT - LEASE
(Continued)**

granted or withheld in the sole discretion of Lender.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Lessee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

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Borrower. The word "Borrower" means ALABAMA DENTAL PROPERTIES, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Lender. The word "Lender" means Wells Fargo Bank, National Association, its successors and assigns.

Note. The word "Note" means the Note dated May 12, 2020 and executed by ALABAMA DENTAL PROPERTIES, LLC in the principal amount of \$267,800.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

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Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED MAY 12, 2020.

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BORROWER:

ALABAMA DENTAL PROPERTIES, LLC

By: _____ (Seal)
Jayme Lynn Mashayekh, Member of ALABAMA
DENTAL PROPERTIES, LLC

By: _____ (Seal)
Hamid Mashayekh, Member of ALABAMA DENTAL
PROPERTIES, LLC

LESSEE:

CAHABA DENTAL ARTS, L.L.C.

By: _____ (Seal)
Jayme Lynn Mashayekh, Manager of Cahaba Dental
Arts, L.L.C.

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

x  (Seal)
Authorized Officer

This Subordination Agreement - Lease prepared by:

Name: Benjamin Ortman, Loan Documentation Specialist
Address: 600 S 4th Street
City, State, ZIP: Minneapolis, MN 55415-1526

SUBORDINATION AGREEMENT - LEASE
(Continued)

Page 4

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Jefferson

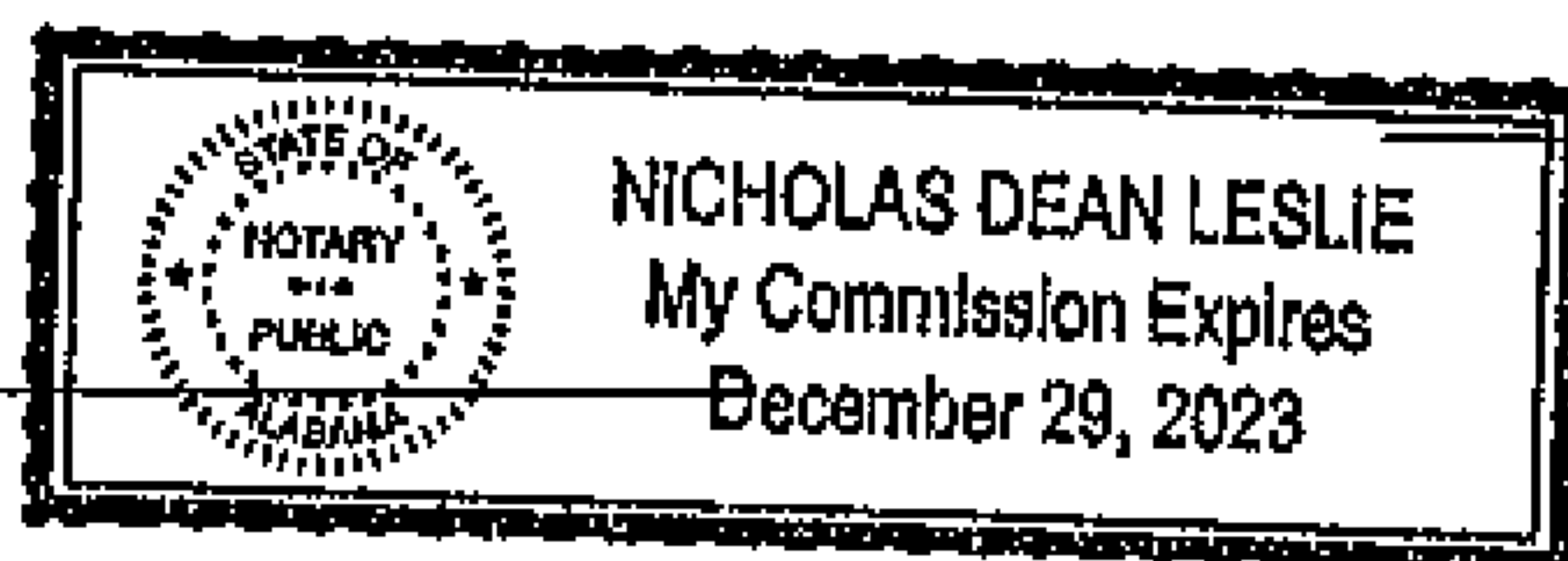
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Jayne Lynn Mashayekh, Member of ALABAMA DENTAL PROPERTIES, LLC**, a limited liability company, is signed to the foregoing Subordination and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination, he or she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 12th day of May, 2020.

My commission expires _____



Notary Public

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Jefferson

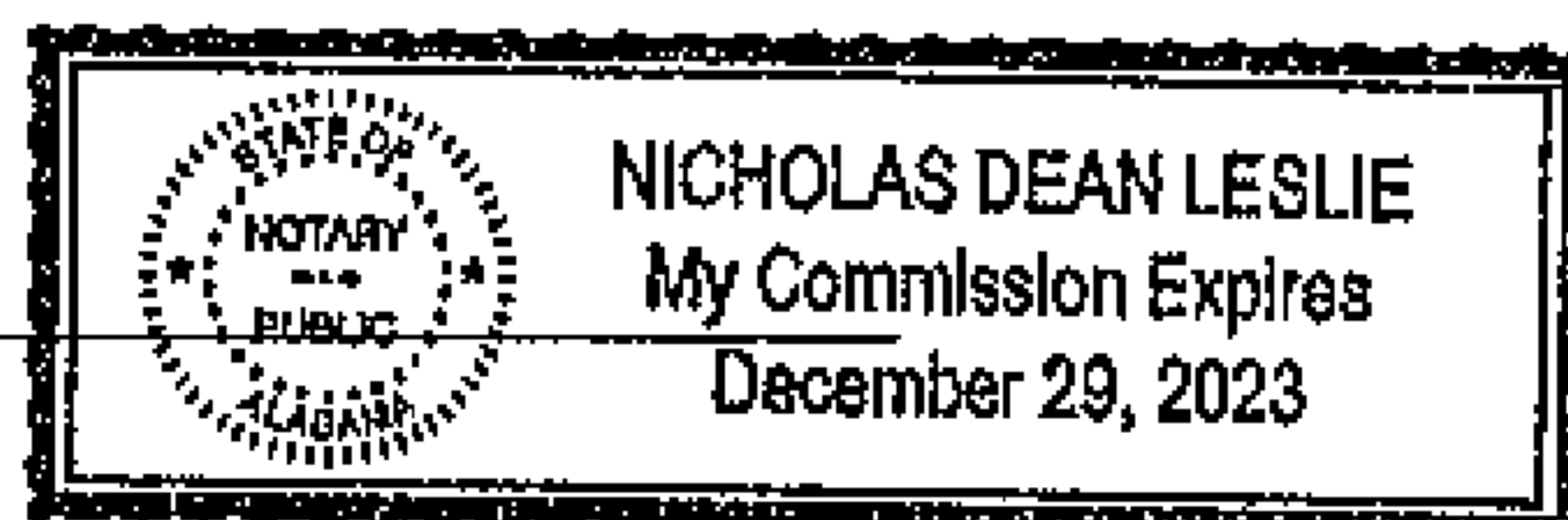
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Hamid Mashayekh, Member of ALABAMA DENTAL PROPERTIES, LLC**, a limited liability company, is signed to the foregoing Subordination and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination, he or she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 12th day of May, 2020.

My commission expires _____



Notary Public

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama

)

COUNTY OF Jefferson

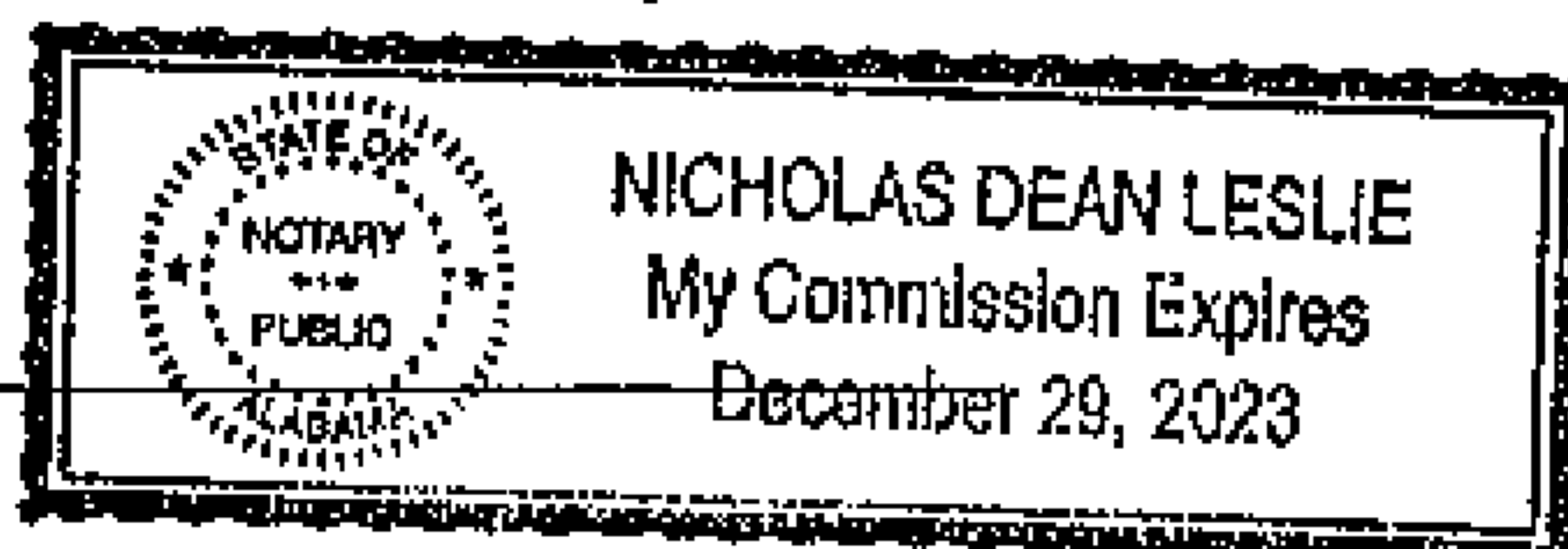
) SS

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Jayne Lynn Mashayekh, Manager of Cahaba Dental Arts, L.L.C.**, a limited liability company, is signed to the foregoing Subordination and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination, he or she, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 12th day of May, 2020.

My commission expires _____



Notary Public

SUBORDINATION AGREEMENT - LEASE
(Continued)

Page 5

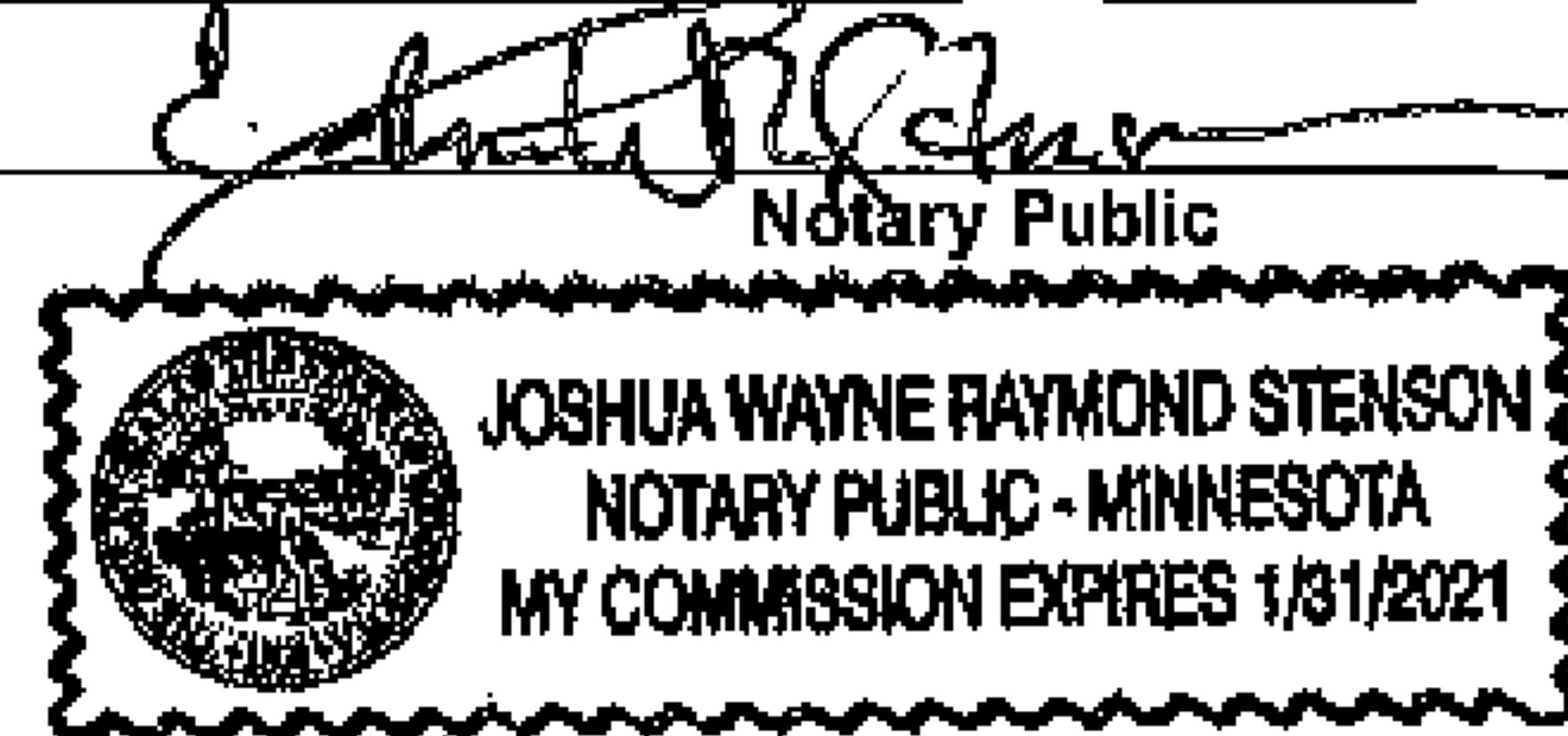
LENDER ACKNOWLEDGMENT

STATE OF Minnesota)
) SS
)COUNTY OF Hennepin

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Marisol Montaner-Mora whose name as Loan Servicing Specialist of Wells Fargo Bank, National Association is signed to the foregoing Subordination and who is known to me, acknowledged before me on this day that, being informed of the contents of the Subordination Agreement - Lease, he or she, in his or her capacity as such Loan Servicing Specialist of Wells Fargo Bank, National Association, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 12th day of May, 2020.

My commission expires

January 31, 2021

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/18/2020 02:12:53 PM
\$37.00 CHARITY
20200518000196240

Allen S. Beyle