

Record and return to:  
*Prepared by:*  
Kyle B. Beaty, Esq.  
Powell Goldstein LLP  
2200 Ross Avenue, Suite 3200  
Dallas, TX 75201  
(214)-721-8031

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

Loan # 755281; Arbor Lakes Plaza

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), made and entered into as of ~~February~~<sup>March</sup> 14, 2007, by and among U.S. Bank National Association, having an address c/o Principal Real Estate Investors, LLC at 801 Grand Avenue, Des Moines, Iowa 50392-1450 (hereinafter called "Lender") Malvin Bardsnes and Shirley A. Bardsnes, as husband and wife, having their principal place of business and address at 41749 Brownstown Drive, Bermuda Dunes, California 92201 (hereinafter called "Lessor"), and Southern Family Medical Clinic with its principal office at 6426 Highway 51 North, Suites A-E, Horn Lake, Mississippi 38637 (hereinafter called "Lessee").

**WITNESSETH:**

WHEREAS, Lessee has by a written lease dated June 13, 2006, as amended (hereinafter called the "Lease") leased from Lessor all or part of certain real estate and improvements thereon located at 6426 Highway 51 North, Horn Lake, Mississippi 38637, as more particularly described in Exhibit A attached hereto (the "Demised Premises"); and

WHEREAS, Lessor is encumbering or has encumbered the Demised Premises as security for a loan (the "Loan") from Lender to Lessor (the "Mortgage"); and

WHEREAS, Lessee, Lessor and Lender have agreed to the following with respect to their mutual rights and obligations pursuant to the Lease and the Mortgage;

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NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by each party to the other and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

(1) Lessee's interest in the Lease and all rights of Lessee thereunder, including but not limited to, any purchase option or right of first refusal in connection with a sale of the Demised Premises, if any, shall be and are hereby declared subject and subordinate to the Mortgage upon the Demised Premises and its terms, and the term "Mortgage" as used herein shall also include any amendment, supplement, modification, renewal, refinance or replacement thereof. Lender further agrees not to join Lessee in any foreclosure proceeding except to the extent necessary under applicable law, but such joinder shall not be in derogation of the rights of Lessee as set forth in this Agreement.

Notwithstanding anything herein to the contrary, Lender agrees to recognize Lessee's purchase option or right of first refusal only to the extent the purchase price for the sale of the Demised Premises is paid directly and immediately to Lender and is sufficient to pay in full the then outstanding indebtedness under the Loan, including any applicable premium.

(2) In the event of any foreclosure of the Mortgage or any conveyance in lieu of foreclosure, provided that the Lessee shall not then be in default beyond any grace period under the Lease and that the Lease shall then be in full force and effect, then Lender shall neither terminate the Lease nor join Lessee in foreclosure proceedings, nor disturb Lessee's possession, and the Lease shall continue in full force and effect as a direct lease between Lessee and Lender. In the event Lender, its successors and/or assigns acquire the Demised Premises through foreclosure proceedings, deed-in-lieu of foreclosure, or otherwise, such event shall not activate Lessee's purchase option or right of first refusal.

(3) After the receipt by Lessee of notice from Lender of any foreclosure of the Mortgage or any conveyance of the Demised Premises in lieu of foreclosure, Lessee will thereafter attorn to and recognize Lender or any purchaser at any foreclosure sale or otherwise as its substitute lessor on the terms and conditions set forth in the Lease.

(4) Lessee hereby agrees that if Lessee has the right to terminate the Lease or to claim a partial or total eviction, or to abate or reduce rent due to a Lessor default under the Lease, Lessee will not exercise such right until it has given written notice to Lender, and Lender has failed within thirty (30) days after both receipt of such notice and the date when it shall have become entitled to remedy the same, to commence to cure such default and thereafter diligently prosecute such cure to completion within ninety (90) days of Lender's commencement to cure such default.

(5) There shall be no merger of the Lease or the leasehold estate created thereby with any other estate in the Demised Premises, including without limitation the fee estate, by reason of the same person or entity acquiring or holding, directly or indirectly, the Lease and said leasehold estate and any such other estate.

(6) Lessee agrees that if the Lease is terminated pursuant to the terms of paragraph thereof, or otherwise, Lessee will remit any payments made in connection with such termination directly and immediately to Lender. Lessor hereby agrees that such payments shall be held by Lender in a non-interest bearing account as additional security for the Loan, and applied at Lender's sole discretion.

(7) This Agreement and its terms shall be governed by the laws of the state where the Demised Premises are located and shall be binding upon and inure to the benefit of Lender, Lessor and Lessee and their respective successors and assigns, including, without limitation, any purchaser at any

foreclosure sale or otherwise. This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties.

(8) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts when taken together shall constitute but one agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been fully executed under seal on the day and year first above written.



MY COMMISSION EXPIRES  
July 13, 2010

3/14/07  
LESSEE:  
Memphis Emergency Specialists PC  
By: Jba Sputhera Family Medical Clinic  
Name: Toni S Zanone Toni S Zanone  
Title: corporate sec.

LESSOR:

\_\_\_\_\_  
Malvin Bardsnes

\_\_\_\_\_  
Shirley A. Bardsnes

LENDER:

U. S. BANK NATIONAL ASSOCIATION, a national banking association

By: PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, its authorized signatory

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been fully executed under seal on the day and year first above written.

LESSEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSOR:

Malvin Bardsnes  
Malvin Bardsnes

Shirley A. Bardsnes  
Shirley A. Bardsnes

LENDER:

U. S. BANK NATIONAL ASSOCIATION, a national banking association

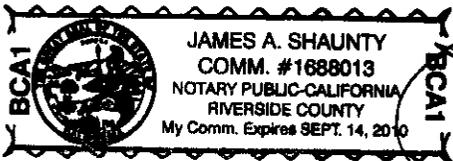
By: PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, its authorized signatory

By: Bill Woodhouse  
Name: Bill Woodhouse  
Title: Director of Credit

State of California }  
County of RIVERSIDE

On February 22, 2007, before me, the undersigned,  
JAMES A. SHAUNTY, a notary public,  
personally appeared Malvin Bardsnes,

personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*[Handwritten Signature]*  
SIGNATURE OF NOTARY

OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the date below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
  - CORPORATE OFFICERS(S)
- \_\_\_\_\_
- Title(s)
- PARTNER (S)  LIMITED
  - GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER:

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

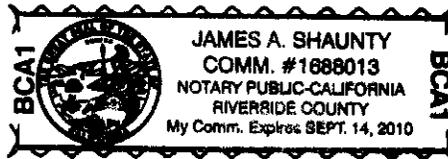
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

NUMBER OF PAGES: \_\_\_\_\_ DATE OF DOCUMENT: \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE: \_\_\_\_\_

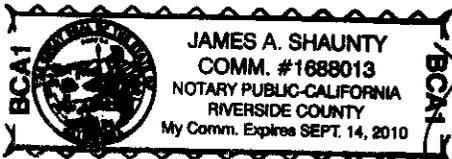


State of California }  
County of Riverside

On February 22, 2007, before me, the undersigned,  
JAMES A. SHAUNTY, a notary public,

personally appeared Shirley A. Bardsnes,

personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*[Handwritten Signature]*  
SIGNATURE OF NOTARY

OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER

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- CORPORATE OFFICERS(S)

Title(s)

- PARTNER (S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
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