

Prepared by and after recorded
return to:
Kimberly S. Justus
Womble Carlyle Sandridge & Rice, PLLC
1201 West Peachtree Street, Suite 3500
Atlanta, Georgia 30309
(404) 879-2493

To the Chancery Clerk of DeSoto County, Mississippi:

INDEXING INSTRUCTIONS: The real property described herein is situated in the Quarter of
Section _____, Township _____, Range _____, in DeSoto County,
Mississippi. See Indexing Instructions on the
Legal Description.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") made as of the 17th day of March, 2008, by and between **Reliance Trust Company**, a Georgia bank and trust company ("Relaince"), **California Baptist Foundation**, a California non-profit religious corporation ("CBF") and **John B. Linford, a Professional Law Corporation** ("Linford") (Reliance CBF and Linford are collectively referred to herein as "Beneficiary"), whose address for notice under this Agreement is Post Office Box 720299, Atlanta, Georgia 30358 **LifePointe Village - Southaven, LLC**, a Delaware limited liability company ("Landlord") and **LPV - Southaven, Inc.**, whose address for notice under this Agreement is 7203 Goodman Road, Olive Branch, Mississippi 38654, ("Tenant").

Introductory Provisions

A. Landlord has entered into (i) that certain Deed of Trust, Security Agreement and Fixture Filing in favor of Reliance and CBF, recorded in the Deed of Trust Records of DeSoto County, Mississippi to secure certain obligations under loan and bond documents described therein (the "Senior Deed of Trust") and (ii) that certain Second Deed of Trust, Security Agreement and Fixture Filing in favor of Linford, recorded in the Deed of Trust Records of DeSoto County, Mississippi to secure certain obligations under bond documents described therein (the "Subordinate Deed of Trust", collectively with the Senior Deed of Trust, the "Deeds of Trust"), which Deeds of Trust encumber the land (the "Land") described on Exhibit A attached hereto and all improvements (the "Improvements") now or hereafter located on the land (the Land and the Improvements hereinafter collectively referred to as the "Property").

Eric S.

B. Tenant is the tenant or lessee under that certain Lease Agreement dated as of March 3, 2008 (which lease, as the same may have been amended and supplemented as of the date hereof, is hereinafter called the "Lease"), whereby Tenant leases from Landlord the entirety of the Property. Landlord holds all rights of landlord or lessor under the Lease.

C. The parties hereto desire to make the Lease subject and subordinate to the Deeds of Trust in accordance with the terms and provisions of this Agreement

NOW, THEREFORE, the parties hereto, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. The Lease, as the same may hereafter be modified, amended or extended, and all of Tenant's right, title and interest in and to the Premises and the Property, including all rights, remedies and options of Tenant under the Lease, are and shall be unconditionally subject and subordinate to the Deeds of Trust and the lien thereof, and to all renewals, modifications, consolidations, replacements, substitutions and extensions of the Deeds of Trust.
2. Tenant agrees to give Beneficiary a copy of any default notice sent by Tenant to Landlord. Tenant agrees not to exercise any right to terminate the Lease, or to claim a partial or total eviction, or to reduce the rent payable under the Lease or credit or offset any amounts against future rents payable under the Lease due to any default by Landlord until it has given written notice of such default to Beneficiary and a period of not less than thirty (30) days for remedying such default. If Landlord's default cannot be cured within such thirty (30) day period, the time within which such default may be cured by Beneficiary shall be extended for such reasonable period as may be necessary to complete the curing of the same so long as Beneficiary proceeds promptly to effect a cure (including such time as may be necessary to acquire possession of the Premises from Landlord, if possession is necessary to effect such cure) and thereafter prosecutes the curing of such default with diligence. Beneficiary's cure of Landlord's default shall not be considered an assumption by Beneficiary of Landlord's other obligations under the Lease.
3. Tenant acknowledges that Landlord has assigned to Beneficiary its right, title and interest in the Lease and to the rents, issues and profits of the Property and the Premises pursuant to the Deeds of Trust and/or assignment of leases and rents executed in connection therewith (collectively, the "Security Documents).
4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument.
5. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; (b) by delivering same in person to the intended addressee; or (c) by delivery to an independent third party commercial delivery service for same day or next day

delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated address of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth above; provided, however, that every 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 parties in the manner set forth herein.

8. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state where the Property is located.

9. This Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective successors and assigns. As used herein "Beneficiary" shall include any subsequent holder of the Deeds of Trust, and any transferee of either Beneficiary's or Landlord's title in and to the Property by or following Beneficiary's exercise of its rights and remedies under the Deeds of Trust.

The remainder of this page is blank. The signature pages follow.

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

TENANT:

LPV – SOUTHAVEN, INC., a Mississippi corporation

By: [Signature]
Name: NOE H. BEYAN
Title: PRESIDENT

STATE OF Arizona
COUNTY OF Maricopa

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of March 2008, within my jurisdiction, the within named Joe H. Beyan who acknowledged that (he) (~~she~~) is President of LPV-Southaven, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (~~she~~) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Patricia Frances Zainer
(NOTARY PUBLIC)



My commission expires:

3/3/2010

(Affix official seal, if applicable)

LANDLORD:

LIFEPOINTE VILLAGE-SOUTHAVEN, LLC,
a Delaware limited liability company

By: *David M. Dunlap*
Name: David M. Dunlap,
Secretary/Manager

STATE OF Arizona
COUNTY OF Marcopa

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of March, 2008, within my jurisdiction, the within named David M. Dunlap, who acknowledged to me that (he) (she) is Secretary of Lifepointe Village Southaven, LLC ~~corporation~~ and manager of Lifepointe Village Southaven, LLC, a Delaware ~~corporation~~ manager-managed limited liability company, and that for and on behalf of said ~~corporation~~ as manager of said limited liability company, and as the act and deed of said ~~corporation~~ as manager of said limited liability company, and as the act and deed of said limited liability company, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said ~~corporation~~ and said limited liability company so to do.

My commission expires 3/3/2010

Patricia Frances Zainer
Notary Public

[NOTARY SEAL]

(Affix official seal, if applicable)



EXHIBIT "A"
LEGAL DESCRIPTION

BK 125 PG 192

SURVEY OF A 4.189 ACRE PARCEL OF LAND BEING LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHEAST OF SECTION 16 AND THE NORTHWEST AND NORTHEAST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SOUTHAVEN DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN IN THE SOUTH RIGHT-OF-WAY LINE OF BENDING CHERRY LANE (31' ROW), SAID POINT LIES S 42° 48' 24" E, 6,703.35 FEET FROM THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 7 WEST, THENCE ALONG A LINE DIVIDING THE SUBJECT PROPERTY AND THE EBI, INC. PROPERTY AS SHOWN IN BOOK 474, PAGE 773 S 38° 56' 04" W, 34.55 FEET TO AN IRON PIN; THENCE S 31° 34' 39" W, 444.17 FEET TO AN IRON PIN; THENCE S 00° 12' 17" E, 298.28 FEET TO AN IRON PIN, SAID POINT BEING IN THE NORTH RIGHT-OF-WAY LINE OF STARLANDING ROAD AND BEING THE "POINT OF BEGINNING" FOR THE PROPERTY AS DESCRIBED HEREIN KNOW AS LIFE-POINTE VILLAGE AT CHERRY TREE, PHASE I, THENCE ALONG SAID NORTH LINE S 89° 47' 43" W, 425.24 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF THE PROPERTY AS DESCRIBED HEREIN N 00° 00' 00" E, 103.24 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 122.00 FEET (CENTRAL ANGLE 215° 48' 09", CHORD BEARING N 27° 05' 55" E, AND CHORD LENGTH OF 270.72), AN ARC LENGTH OF 459.50 FEET TO A POINT; THENCE N 45° 00' 00" E, 169.20 FEET TO A POINT IN THE NORTH LINE OF THE PROPERTY AS DESCRIBED HEREIN; THENCE ALONG SAID NORTH LINE, N 90° 00' 00" E, 189.06 FEET TO AN ANGLE POINT; THENCE S 00° 00' 00" W, 123.82 FEET TO AN ANGLE POINT; THENCE S 58° 25' 21" W, 11.39 FEET TO AN IRON PIN IN THE WEST LINE OF THE EBI, INC. PROPERTY AS SHOWN IN BOOK 474, PAGE 773; THENCE ALONG SAID LINE S 00° 12' 17" E, 298.28 FEET TO A POINT IN THE NORTH LINE OF STARLANDING ROAD AND THE "POINT OF BEGINNING" FOR THE PROPERTY AS DESCRIBED HEREIN AND CONTAINING 4.189 ACRES OR 182,464 SQUARE FEET.

INDEXING INSTRUCTIONS: Located In the Southwest and Southeast 1/4 of the Southeast 1/4 of Section 16 and the Northwest and Northeast 1/4 quarter of the Northeast 1/4 of Section 21, Township 2 South, Range 7 west, Southaven, DeSoto County, Mississippi.