

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into on March 8, 2011 between the undersigned West DeSoto Partners, LLC, whose address is 100 N. Humphreys Blvd., Memphis, Tennessee 38120, Attn: Erich Mounce (such party together with its successors and assigns including, without limitation, with respect to any individual, such individual's heirs, administrators, legal representatives and executors, all of the preceding being collectively herein referred to as "Tenant") and AMERICAN NATIONAL INSURANCE COMPANY (such party together with its successors and assigns including, without limitation, any purchaser at any foreclosure sale of the Mortgage, defined below, being herein collectively referred to as "American National"), whose address is: Attn: Mortgage and Real Estate Investment Department, One Moody Plaza, Galveston, Texas 77550.

RECITALS

A. Tenant is the lessee under the lease which, together with any and all modifications and amendments thereto, is completely described on **EXHIBIT "A"** attached hereto and incorporated herein (collectively the "Lease").

B. Core Memphis LLC, (together with its successors and assigns including, without limitation, with respect to any individual, such individual's heirs, administrators, legal representatives and executors being herein collectively referred to as "Borrower"), the lessor or successor to the lessor under the Lease, has requested American National to make to Borrower a mortgage loan secured or to be secured by a mortgage or deed of trust from Borrower to American National (such mortgage or deed of trust collectively together with all renewals, increases, replacements, consolidations, modifications and extensions thereof, the "Mortgage"), covering the property (the "Property") described on **EXHIBIT "B"** attached hereto and incorporated herein wherein the premises covered by the Lease are located.

C. American National is willing to make the requested mortgage loan, provided Tenant executes this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce American National to make the requested mortgage loan, Tenant and American National hereby agree and covenant as follows:

1. The Lease and the lien thereof are and shall at all times continue to be subject and subordinate in all respects to the lien of the Mortgage and all rights, privileges and provisions in favor of American National thereunder. Tenant further waives all rights and claims to assert that the Lease or any provision thereof is superior to the lien or to any other provision of the Mortgage.

2. So long as Tenant is not in breach or default (beyond any period in the Lease given to Tenant to cure such breach or default) in the payment of rent or additional sums or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession under the Lease and Tenant's rights and privileges thereunder, or under any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease,

1st
American
Fd.

RETURN TO: MARK LEE
6077 PRIMACY PKWY, 121
MEMPHIS, TN 38119

shall not be diminished or interfered with by American National acting pursuant to the Mortgage, and Tenant's occupancy shall not be disturbed by American National during the term of the Lease or any such extensions or renewals thereof in accordance with any extension or renewal options contained in the Lease.

3. If the interests of Borrower in the Property or the Lease shall be acquired by American National by foreclosure, by deed in lieu of foreclosure or by any other method, and American National succeeds to the interests of Borrower under the Lease, then provided that and so long as Tenant is not in default in the payment of any sums due from Tenant under the Lease or in the performance of any other obligation of Tenant under the Lease, the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated, diminished, interfered with or disturbed except in accordance with the terms of the Lease, and except that Tenant shall be bound to American National under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, with the same force and effect as if American National were the original lessor under the Lease, and Tenant does hereby attorn to American National as its lessor, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon American National's succeeding to the interest of Borrower under the Lease; provided, however, that unless otherwise required by applicable law Tenant shall be under no obligation to pay rent to American National by virtue of this Agreement until Tenant receives written notice from American National that American National has succeeded to the interests of Borrower under the Lease or exercised its assignment of rents. It is the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference for all purposes with the same force and effect as if set forth at length herein.

4. If American National shall succeed to the interests of Borrower under the Lease, American National shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after American National's succession to the interests of Borrower under the Lease, have the same remedies against American National for the breach or default by American National of any agreement contained in the Lease that Tenant might have had under the Lease against Borrower for Borrower's breach or default; provided, however, that American National shall not be:

- (a) liable for any act or omission of any prior or succeeding landlord (including Borrower);
- (b) liable for the return of any security deposit unless actually received by American National;
- (c) subject to any offsets or defenses which Tenant might have against any prior or succeeding landlord (including Borrower);
- (d) bound by any rent or additional sums which Tenant might have paid for more than one month in advance to any prior or succeeding landlord (including Borrower);
- (e) bound by any agreement, amendment or modification of the Lease or any cancellation or termination of the Lease by any prior landlord (including Borrower), made without American National's prior written consent, but except as to any reduction in the rent or the term of the Lease, such consent shall not be unreasonably withheld, conditioned or delayed;

(f) liable for the completion of any construction on the Property or tenant improvements to the leased premises commenced, or agreed or represented to by any prior or succeeding landlord (including Borrower); or

(g) bound by any provision of the Lease restricting the use of other properties owned by American National, as landlord.

5. Tenant from and after the date hereof shall send a copy of any notice or statement of a breach or default (including matters which, but for the passage of time, the giving of notice, or both, would be a breach or default) under the Lease or any notices or statement of any intention to cancel or terminate the Lease as provided in paragraph 19 below to American National at the address shown above at the same time such notice or statement is sent to Borrower. Tenant further agrees that, in the event of any act or omission by Borrower or other occurrence which would give Tenant the right to cancel or terminate the Lease or to claim a partial or total eviction (either actual or constructive), or in the event of any other breach or default by Borrower under the terms of the Lease, promptly thereupon, Tenant shall so notify American National as provided in paragraph 19 below at the address above.

6. American National shall have the option, within a reasonable time, but not less than sixty (60) days following receipt by American National of notice as provided in paragraph 5 above, to cure any such act, omission, breach, or default of Borrower described in such paragraph 5, including if necessary, the commencement and prosecution of foreclosure proceedings, and Tenant agrees to accept the performance of American National in lieu of the performance of Borrower and that the Lease shall thereby remain in full force and effect. Tenant shall not exercise any such right to terminate or claim eviction or any other rights or remedies available at law or in equity for default or breach of the Lease or act or omission by Borrower in connection with the Lease, unless and until Tenant has notified American National as provided in paragraph 5 hereof and until the time for American National to commence and complete such cure has elapsed.

7. Tenant hereby agrees that for so long as the Mortgage encumbers or is a lien on the Property, or any portion thereof, and thereafter, should American National acquire the Property, or any portion thereof, no covenant, agreement or other obligation of the Landlord which is to be performed or complied with beyond the boundaries of the Property and no act or omission or occurrence which occurs beyond the boundaries of the Property (including, without limitation, any restrictions prohibiting Landlord's or its affiliates or other related persons or entities from competing, operating or leasing in competition with Tenant or to cause or restrict certain actions or activities on other property not encumbered by the Mortgage) shall be a breach or default under the Lease nor permit Tenant to cancel or terminate the Lease or abate or reduce any rent or other sums. Nothing in this Section 7 shall prevent Tenant from seeking or obtaining a restraining order or injunction against such breach, default, act, omission or occurrence or from obtaining a monetary judgment against Borrower or any successor landlord other than American National for any such breach, default, act, omission or occurrence.

8. In the event the Tenant becomes the owner of the Property or any portion thereof, there shall be no merger of the leasehold interest and the fee interest and the Lease shall remain in existence and, without limiting the foregoing, American National shall be permitted to collect rent thereunder if a breach or default occurs under the Mortgage or any indebtedness secured thereby or any assignment of leases and/or rents by and/or executed in connection with any of the preceding. Nothing in this Agreement shall be construed to permit a transfer of Tenant's interest not expressly permitted by the Lease.

9. This Agreement may not be amended or modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective

successors and assigns including, any applicable, heirs, administrators, legal representatives and executors.

10. Tenant agrees that it will not, without the written consent of American National, pay rent or any other sums becoming due under the Lease more than one (1) month in advance.

11. Tenant agrees that the Mortgage and the indebtedness secured thereby may be increased, rearranged, renewed, extended, consolidated and modified from time to time by agreement between Borrower and American National, and American National may exercise any one or more of its rights under the Mortgage from time to time at American National's discretion, all without notice to or consent of Tenant, and this Agreement shall continue in full force and effect as to all such renewals, extensions, increases, rearrangements, consolidations and modifications and all such exercises of rights.

12. Except for any period of time during which American National may be the owner of the Property and the successor landlord in the Lease, in no event shall American National be personally liable as landlord under the Lease either by virtue of any assignment of the Lease, the exercise of any right thereunder or hereunder, the foreclosure of its lien on the Property, the acquisition of the Property or the collection of any rent or other sums under the Lease as Owner or Mortgagee and Tenant shall look solely to the real estate that is the subject of the Lease and to no other assets of American National for satisfaction of any liability in respect of the Lease; but Tenant shall have reserved to it all other remedies available to it at law or in equity.

13. Except as otherwise described on Exhibit "A" above, the Lease has not been amended or modified and is in full force and effect as originally executed, and there are no side letters or other arrangements, whether or not constituting amendments to the Lease, for tenant inducements or otherwise.

14. The Lease is in full force and effect. Neither Borrower nor Tenant is in breach or default under any provision of the Lease nor is Tenant aware of any act, omission or occurrence which, but for the passage of time, the giving of notice, or both, which would constitute a breach or default or would permit the Tenant to terminate the Lease or reduce or abate any rent thereunder. Borrower has complied fully and completely with all of Borrower's covenants, warranties and other obligations under the Lease to the date hereof. Tenant is fully obligated to pay, and is paying, the rent and other sums due from Tenant under the Lease, and is fully obligated to perform and is performing all of the obligations of Tenant under the Lease, without right of counterclaim, offset or other defense.

15. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include the others.

16. This Agreement may not be waived, amended or modified except by subsequent written agreement signed by the party to be bound.

17. The words "breach" and "default" are used interchangeably in this Agreement for convenience of drafting and there is no distinction between the meaning of either word.

18. This Agreement satisfies Borrower's obligation, if any, to provide a subordination, non-disturbance and attornment agreement, or similar document, pursuant to the Lease.

19. Any notice, consent, request or other communication (collectively "Notices") given pursuant to this Agreement must be in writing, and shall be given or be served by depositing the same in the United States mail, postage prepaid, certified and return receipt requested and addressed to the party to be notified, with return receipt requested, or by overnight express mail with a reliable, nationally recognized overnight courier (such as Federal Express or UPS) addressed to the party to be notified at the

address shown above. Additionally, a copy of all Notices shall be delivered (in a similar manner as described above) to Reid D. Evensky, Esquire, c/o Reid D. Evensky, PC, 850 Ridge Lake Blvd., Suite 200, Memphis, Tennessee 38120.

20. This Agreement may be executed in multiple counterparts, each of which shall be an original instrument and which, taken together, constitute one and the same agreement.

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

WEST DESOTO PARTNERS, LLC

By: [Signature]
Name: Scott Davis
Title: VP

AMERICAN NATIONAL INSURANCE COMPANY

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2011, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of American National Insurance Company, a Texas insurance corporation, and that for and on behalf of the said insurance corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said insurance corporation so to do.

Notary Public

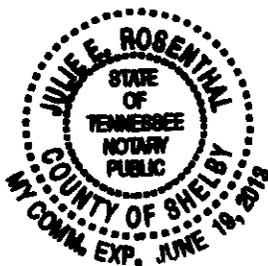
My commission expires:

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of March, 2011, within my jurisdiction, the within named Scott Bann, who acknowledged that he/she is VP of West DeSoto Partners, LLC, a Tennessee limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Julie E. Rosenthal
Notary Public

My commission expires:



address shown above. Additionally, a copy of all Notices shall be delivered (in a similar manner as described above) to Reid D. Evensky, Esquire, c/o Reid D. Evensky, PC, 850 Ridge Lake Blvd., Suite 200, Memphis, Tennessee 38120.

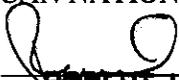
20. This Agreement may be executed in multiple counterparts, each of which shall be an original instrument and which, taken together, constitute one and the same agreement.

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

WEST DESOTO PARTNERS, LLC

By: _____
Name: _____
Title: _____

AMERICAN NATIONAL INSURANCE COMPANY

By:  _____
Name: **ROBERT J. KIRCHNER**
Title: **Vice President**

(SND)
W

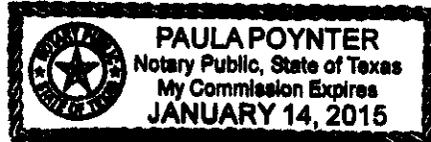
STATE OF Texas
COUNTY OF Galveston

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of March, 2011, within my jurisdiction, the within named Robert J. Kirchner, who acknowledged that he/she is Vice President of American National Insurance Company, a Texas insurance corporation, and that for and on behalf of the said insurance corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said insurance corporation so to do.

Paula Poynter

Notary Public

My commission expires:



STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2011, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of West DeSoto Partners, LLC, a Tennessee limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Notary Public

My commission expires:

EXHIBIT "A"

TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Dated: March 8, 2011

The Lease referred to in the foregoing Agreement is a lease agreement made and entered into January 5, 2011, between Core Memphis LLC, as lessor, and West DeSoto Partners, LLC, as lessee. The Lease has been amended and modified as follows:

NONE

Exhibit "B"

Real property in the City of Southaven, County of DeSoto, State of Mississippi, described as follows:

Parcel I:

Part of the Northwest Quarter of Section 30, Township 1 South, Range 7 East, DeSoto County, Mississippi, described as follows:

Commencing at a cotton spindle at the Northwest corner of the Northwest Quarter of Section 30, run South 1138.12 feet; thence run East 53.04 feet to a 3/8" rebar (found) on the Eastern Right of Way of Airways Boulevard and the Point of Beginning. Run thence South 89 degrees 50 minutes 21 seconds East 197.76 feet to a 3/8" rebar (found) at the Northwest corner of the Gardens at Airways Lot 11-A as recorded in Plat Book 75, Page 3; thence run South 00 degrees 09 minutes 07 seconds West 446.69 feet to a 3/8" rebar (found) at the Southeast corner of Lot 2 of the LeBonheur Ambulatory Subdivision; thence run North 89 degrees 33 minutes 39 seconds West 197.59 feet to a 3/8" rebar (found) at the Southwest corner of Lot 2 of the LeBonheur Ambulatory Subdivision on the Eastern Right of Way of Airways Boulevard; thence run along the Eastern Right of Way of Airways Boulevard North 00 degrees 07 minutes 49 seconds East 445.73 feet to a 3/8" rebar (found) and the Point of Beginning, containing 88,204.8091 square feet or 2.0249 acres, more or less.

Parcel II:

Part of the Northwest Quarter of Section 30, Township 1 South, Range 7 East, DeSoto County, Mississippi, described as follows:

Beginning at a northwest corner of Lot 11-A, Airways Garden Commercial Subdivision as recorded in Plat Book 97, Page 17 of the Chancery Court Clerk's Office, DeSoto County, Mississippi; thence S 89° 47' 01" E a distance of 137.75 feet to a point; thence S 00° 00' 37" W a distance of 288.27 feet to a point; thence N 89° 54' 16" W a distance of 15.41 feet to a point; thence S 00° 00' 14" W a distance of 178.22 feet to a point; thence S 89° 45' 46" W a distance of 124.89 feet to a point; thence N 00° 19' 14" E a distance of 467.51 feet to the point of beginning, containing 62,170.46 square feet or 1.43 acres, more or less.

Together with easement rights as described in Easement of record in Book 525, Page 56, in said Chancery Clerk's Office, and also, Declaration of Perpetual Nonexclusive Easement for Parking, Vehicular and Pedestrian Ingress and Egress, of record in Book 434, Page 192, in said Chancery Clerk's Office.

Being the same property as shown on the Survey prepared by Moore Engineering Company, dated January, 2011, and identified as Project No. 02-152, being more particularly described as follows:

Part of the Northwest Quarter of Section 30, Township 1 South, Range 7 East, DeSoto County, Mississippi, described as follows:

Lot 2-A of the LeBonheur Ambulatory S/D as shown in Plat Book 102, Page 12, containing 3.45 Acres, more particularly described as follows.

Commencing at the Northwest Corner of said Northwest Quarter run thence South 00 Degrees 03 Minutes 32 Seconds East 1138.12 feet to a point; thence run North 89 Degrees 56 Minutes 28 Seconds East 53.04 to a found rebar on the East right of way of Airways Boulevard and the Point of Beginning; thence leaving said right of way run South 89 Degrees 53 Minutes 53 Seconds East 197.76 feet to a found PK nail; thence run South 00 Degrees 19 Minutes 14 Seconds West 50.55 feet to a found PK nail at the Northwest corner of Lot 11-A as described in Plat Book 97, Page 17; thence run South 89 Degrees 47 Minutes 01 Seconds East 137.75 feet to a set iron pin; thence run South 00 Degrees 05 Minutes 36

Seconds West 288.27 feet to a found iron pin; thence run North 89 Degrees 54 Minutes 16 Seconds West 15.41 feet to a found iron pin; thence run South 00 Degrees 00 Minutes 14 Seconds West 178.22 feet to a found iron pin; thence run South 89 Degrees 45 Minutes 46 Seconds West 124.89 feet to a found iron pin; thence run North 00 Degrees 19 Minutes 14 Seconds East 71.37 feet to a found iron pin; thence run North 89 Degrees 37 Minutes 32 Seconds West 197.01 feet to a set iron pin on the East right of way of Airways Boulevard; thence run along said right of way North 00 Degrees 16 Minutes 40 Seconds East 445.75 feet to a found rebar and the Point of Beginning. Said property containing 3.45 acres.