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THIS DOCUMENT PREPARED BY:

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THE STATE OF ALABAMA)
SHELBY COUNTY)

SUBORDINATION OF MANAGEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned WYATT COMPANIES, INC., (hereinafter "Management Company") did enter into a certain Management Agreement with LESTER C. WYATT (hereinafter "Owner") dated the 1st day of January, 1987; and

WHEREAS, said Management Agreement provides for, among other things, lease acquisition and management fees to be paid by Owner to Management Company for the managing and leasing of the real property described in Exhibit "A" which is attached hereto and expressly incorporated herein by reference; and

WHEREAS, Management Company is informed that Owner, the owner of said real property, has applied to JEFFERSON FEDERAL SAVINGS and LOAN ASSOCIATION OF BIRMINGHAM, a federally chartered savings and loan association (hereinafter "JEFFERSON") for a mortgage loan in the amount of FOUR HUNDRED SIX THOUSAND and NO/100 DOLLARS (\$406,000.00) to be secured by a First Mortgage and Security Agreement covering the real property described in Exhibit "A", together with the buildings and improvements to be constructed, erected and completed thereon, and all of the chattels, fixtures, equipment and personal property which now or in the future may be owned by said Owner and used in connection with the operation, management and maintenance of the office buildings situated on said real property, and to be further secured by an Assignment of Lessors' Interest In Leases covering all leases, present and future, oral or written, of every office space located within the buildings on said real property described in Exhibit "A"; and

WHEREAS, JEFFERSON is not willing to make the mortgage loan applied for unless Management Company subordinates and makes junior and inferior any present and/or future lien which it has or may have in and to the land described in Exhibit "A", and the building and improvements situated thereon, fixtures, equipment and other items of personal property which may at any time be situated thereon or used in connection therewith, and all present

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and future leases, oral or written, covering the office space within the office buildings situated on said real property described in Exhibit "A" and the rental to be derived therefrom.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Management Company by JEFFERSON, the receipt, adequacy and sufficiency whereof are hereby acknowledged, Management Company does hereby agree to subordinate and make junior and inferior, and does hereby expressly subordinate and make junior or against the said real property described in Exhibit "A", the buildings and improvements which may at any time be situated thereon, fixtures, equipment and items or personal property which may at any time be situated thereon or used in connection therewith, and the leases, present and future, oral or written, and the rentals to be derived therefrom to the Mortgage and Security Agreement and Assignment of Lessors' Interest In Leases which are being executed simultaneously herewith by Owner to JEFFERSON to secure a loan in the amount of FOUR HUNDRED SIX THOUSAND and NO/100 DOLLARS (\$406,000.00).

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Management Company shall, during the term of said mortgage loan or any extension or expansion thereof, be entitled to collect the lease acquisition and management fees provided for in the Management Agreement and receive such fees therefrom so long as the now existing and future leases, or any renewals thereof, remain in full force and effect; and provided further, there exists no default under the terms of the Mortgage and Security Agreement and Assignment of Lessors' Interest In Leases and/or the Promissory Note which same secure. In the event of default under the terms of the Mortgage and Security Agreement and/or Assignment of Lessors' Interest In Leases and/or the Promissory Note, Management Company hereby waives, releases and quitclaims its rights to any fees while such default exists, and in the event of foreclosure of the Mortgage and Security Agreement or acceptance by JEFFERSON of a deed in lieu of foreclosure, any right, interest or claim of Management Company in and to said leases or any of the fees provided for in its Management Agreement, shall be automatically, absolutely and unconditionally terminated and forfeited forever; and Management Company shall have no right, title, interest or claim in said Management Agreement, managing and leasing fees or in said lease acquisition and management fees provided for therein.

Management Company does hereby further expressly subordinate and make junior and inferior all the terms, provisions, conditions and stipulations of the said Management Agreement to said Mortgage and Security Agreement in the amount of FOUR HUNDRED SIX THOUSAND and NO/100 DOLLARS (\$406,000.00) and the Promissory Note which same secures and Management Company does further subordinate and make junior and inferior the Management Agreement to

the Assignment of Lessors' Interest In Leases and all other loan documents which further and additionally secure said loan.

The provisions hereof shall inure to the benefit of and be binding on JEFFERSON, its successors and assigns, and Owner and Management Company, their heirs, personal representatives, successors and assigns.

This document shall be null and void upon satisfaction of the Mortgage and Security Agreement referred to above.

IN WITNESS WHEREOF, Wyatt Companies, Inc. has caused this Subordination of Management Agreement to be executed on this the 12th day of January, 1989.

ATTEST:

WYATT COMPANIES, INC.

By:

Lester C. Wyatt
Lester C. Wyatt, President

(SEAL)

THE STATE OF ALABAMA)
JEFFERSON COUNTY)

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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Lester C. Wyatt, whose name as President of Wyatt Companies, Inc., a corporation, is signed to the foregoing Subordination of Management Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination of Management Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 12 day of January, 1989.

Donna M. Power
NOTARY PUBLIC

My Commission Expires July 2, 1992

EXHIBIT "A"

A parcel of land located in the North Half of the SW quarter of Section 31, Township 19 South, Range 2 West, more particularly described as follows:

Commence at the NW corner of the SE quarter of the NW quarter of Section 31; Township 19 South, Range 2 West, Shelby County, Alabama, and run in an Easterly direction along the North line of said 1/4-1/4 section, a distance of 452.73 feet to a point; thence turn a deflection angle of 86 degrees 31 minutes 40 seconds to the right and run in a southerly direction, a distance of 1321.78 feet to a point; thence turn a deflection angle of 47 degrees 06 minutes to the right and run in a southwesterly direction, a distance of 250.20 feet to a point on the center line of a road; thence turn a deflection angle of 79 degrees 55 minutes 15 seconds to the right and run in a northwesterly direction along the center line of said road, a distance of 34.06 feet to the point of beginning; thence turn a deflection angle of 89 degrees 58 minutes 30 seconds to the left and run in a southwesterly direction, a distance of 146.00 feet to a point; thence turn an interior angle of 142 degrees 00 minutes and run to the right in a westerly direction, a distance of 152.97 feet to a point on the East right-of-way line of U. S. Highway 31, said point being a point on a curve; thence turn an interior angle of 91 degrees 18 minutes 15 seconds (angle measured to chord) and run to the right in a northerly direction along the East right-of-way line of U. S. Highway 31 and along the arc of a curve to the left having a central angle of 5 degrees 40 minutes 20 seconds and a radius of 2010.08 feet, a distance of 199.00 feet to a point on the center line of a road; thence turn an interior angle of 103 degrees 33 minutes 15 seconds (angle measured from chord) and run to the right, in a northeasterly direction along the center line of said road, a distance of 85.50 feet to the PC of a curve; thence continue in a northeasterly to southeasterly direction along the arc of a curve to the right having a central angle of 66 degrees 50 minutes and a radius of 113.67 feet, a distance of 132.59 feet to the PT of said curve; thence continue in a southeasterly direction along the projection of the tangent to the last described curve and along the center line of said road, a distance of 115.60 feet to the point of beginning, containing 1.07 acres, more or less.

RECORDING FEES

Recording Fee	\$ 10.00
Index Fee	1.00
TOTAL	11.00

NOTICE: I CERTIFY THIS INSTRUMENT WAS FILED

89 JAN 12 PM 1:46

JUDGE OF PROBATE

J.C.W.