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ATTORNMENMENT AND SUBORDINATION AGREEMENT

THIS ATTORNMENMENT AND SUBORDINATION AGREEMENT is made and entered into as of the 29th day of November, 1984, by and among BETHEA ELECTRICAL PRODUCTS, INC., an Alabama corporation ("Tenant"), TAMAN ASSOCIATES, LTD., an Alabama limited partnership ("Landlord"), and THE FIRST NATIONAL BANK OF ATLANTA, a national banking association ("Mortgagee").

I.

Recitals

1.1 Tenant is the Tenant under a Commercial Lease from Landlord dated as of November 29, 1984 (the "Lease") pertaining to and covering all or a portion, as is more specifically described in the Lease (the "Demised Premises"), of that real estate which is commonly and legally described on Exhibit A attached hereto (the "Property" or the "Building").

1.2 Mortgagee is presently contemplating the making of a loan (the "Loan") to Landlord as financing for the Property. Accordingly, this Agreement is entered into by the parties hereto with the intention of having Mortgagee rely thereon in disbursing the Loan.

II.

Warranties, Covenants and Agreements

2.1 The Lease, all extensions, modifications (including modifications set forth in this Agreement) and renewals thereof, and all of Tenant's rights and interests thereunder, shall be, are hereby made and shall remain completely subject and subordinate to that certain Mortgage and Security Agreement which is to be granted in favor of Mortgagee by Landlord as security for, inter alia, the Loan and recorded with the Judge of Probate of Shelby County, Alabama, and all extensions, modifications and renewals thereof (the "Mortgage"), and all other documents, including an Assignment of Leases and Rents (the "Assignment"), and all extensions, modifications and renewals thereof, now or hereafter additionally securing, inter alia, the Loan (such Mortgage and other documents being together referred to herein as the "Loan Documents"), notwithstanding the order of the execution of the Lease and of the Mortgage or the Assignment, the recordation thereof, or any other matter whatsoever.

2.2 Tenant agrees that it will not after the date hereof subordinate the Lease to any mortgage, deed of trust or other lien on title to the Property, other than the Loan Documents or any subsequent or additional deed of trust or mortgage (and instruments supplemental thereto) which may be granted to Mortgagee, without first obtaining the written consent of Mortgagee.

2.3 Tenant agrees that Mortgagee shall have the right at any time to elect, by a notice in writing given to Tenant, to make the Lease and the rights and interests of Tenant thereunder (and in and to the Demised Premises) superior to the Loan Documents, and upon the giving of such notice to Tenant, the Lease shall be deemed prior and superior to such Loan Documents and the interest thereby created and evidenced.

2.4 Tenant does hereby acknowledge that it is aware that Landlord will execute, as one of the Loan Documents, the Assign-

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ment in connection with the Loan, and that Mortgagee would not complete the financing arrangements but for the execution by Tenant of this Agreement; and Tenant agrees that Mortgagee may rely hereon for all purposes, including consummation of the Loan.

2.5 Tenant acknowledges that under the provisions of the Assignment, Landlord for its part has agreed that (i) the Lease shall not, after the date hereof, inter alia, be terminated or surrendered, renewed (except as specifically permitted by the Lease), or modified without first obtaining the prior written consent of Mortgagee and (ii) Landlord has agreed not to accept from Tenant rent which shall be paid for a period more than one month in advance. The interest of the Landlord in the Lease shall be assigned to Mortgagee solely as security for the purpose specified in the Assignment, and Tenant acknowledges that Mortgagee (i) shall not be liable (a) for uncollected rents or for any claims for damages or setoffs arising out of Landlord's management of the Mortgaged Premises (as defined in the Assignment) other than for damages arising out of Mortgagee's gross negligence, (b) to Tenant for the return of any security deposit from Landlord or (c) for any act committed by the Landlord or any breach or failure to perform by the Landlord, and (ii) shall not be obligated by reason of the Assignment or the exercise of any rights granted therein to perform any obligation of the Landlord. Tenant acknowledges receipt of a copy of the Assignment executed by Landlord.

2.6 In consideration of the premises and other good and valuable consideration to the Tenant by Mortgagee, the receipt and sufficiency of which are hereby acknowledged, Tenant further agrees with Mortgagee as follows: (i) in the event of any default by Landlord under the Lease, Tenant shall promptly give notice of such default to Mortgagee at the address hereafter set forth, certified or registered mail return receipt requested; and (ii) in such event and prior to the exercise by Tenant of any of its rights or remedies under the Lease or otherwise with respect to such default, Mortgagee shall be permitted to cure such default as set forth in the Lease (except that if the Mortgagee cannot cure such default within said period or no period of time is specified, such period shall be extended for a reasonable additional time, provided that the Mortgagee commences to take action in order to cure such default within said period and proceeds diligently thereafter to effect such cure).

2.7 Notwithstanding the subordination of the Lease as aforesaid, in the event that Mortgagee or any other party succeeds to the rights of Landlord under the Lease whether through foreclosure, the acceptance of a deed in lieu of foreclosure or any possession, surrender, assignment, judicial action or any other action taken by Mortgagee, and Mortgagee or such other party elects, in connection therewith, in its sole discretion, to maintain the effectiveness of the Lease, then Tenant agrees that it shall (i) attorn to, and be liable to and recognize Mortgagee or such other party (or such person as Mortgagee or such other party may direct) as Tenant's new Landlord for the balance of the term of the Lease upon and subject to all the terms and conditions of this Agreement and of the Lease and (ii) thereafter make payments of rent (minimum, basic, percentage, additional or otherwise) to Mortgagee or such other party, and otherwise perform all of the Tenant's obligations set forth in the Lease, PROVIDED, HOWEVER, THAT, Mortgagee or such other party shall not be (a) liable for any act or omission of any person or party who may have been landlord under the Lease or otherwise with respect to the Demised Premises prior to such action being taken by the Mortgagee or such third party ("Prior Landlord"); (b) subject to any counterclaims, credits, offsets or defenses which Tenant might have against the Prior Landlord (including, without

limitation, rights, if any, to deduct from rents due Mortgagee or such other party); (c) bound by any prepayment of any rent which Tenant might have paid to the Prior Landlord for more than the current month; (d) bound by any alteration, amendment or modification of the Lease or any consent, waiver or concession under the Lease, made after the date hereof, which materially and adversely impairs the Mortgagee's security position, as Mortgagee or assignee of the Landlord's interest under the Lease made without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld; or (e) bound by any termination of the Lease or the acceptance of surrender thereof or any consent to any assignment or subletting under the Lease which releases Tenant from primary liability thereunder, or the exercise of any option of Landlord under the Lease, made without the prior written consent of Mortgagee.

2.9 Tenant agrees that on the written request of either Landlord or Mortgagee made from time to time, Tenant will promptly furnish a written statement on the then current status of the Leases and/or the then current status of the performance of either party thereto thereunder and/or the then current status of any matter pertaining to the Lease.

2.10 Whenever any of the parties hereto desires to give any notice to any of the others under this Agreement, it shall be sufficient for all purposes if such notice is hand delivered or sent by registered or certified U.S. mail, postage prepaid, addressed to the intended recipient at the following addresses:

Mortgagee:

The First National Bank of Atlanta
Two Peachtree Street
Atlanta, Georgia 30383
Attn: Commercial Division

Tenant:

Bethea Electrical Products, Inc.
3098 Highway 31, South
Pelham, Alabama
Attn: Clyde A. Taylor, General Partner

Landlord:

Taman Associates, Ltd.
c/o Bethea Electrical Products, Inc.
3098 Highway 31, South
Pelham, Alabama
Attn: Clyde A. Taylor, General Partner

2.11 This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Mortgagee, and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability, shall not affect any of the provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed according to the laws of the State of Alabama.

2.12 Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in manner and form sufficient to bind them as of the day and year first above written.

BETHEA ELECTRICAL PRODUCTS, (SEAL)
INC.

By: Clyde A. Taylor III
Title: President

TAMAN ASSOCIATES, LTD. (SEAL)

By: Clyde A. Taylor III
Title: Clyde A. Taylor, III,
General Partner

THE FIRST NATIONAL BANK OF (SEAL)
ATLANTA

By: W. W. Taylor
Title: Vice President

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STATE OF GEORGIA

DEKALB COUNTY

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I, the undersigned Notary Public in and for said County, in said State, hereby certify that Clyde A. Taylor III, whose name as President of Bethea Electrical Products, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in his capacity as its president as aforesaid.

GIVEN under my hand and official seal this 29th day of November, 1984.

A. Woosh

Notary Public

[NOTARIAL SEAL]

My Commission Expires: Notary Public, Georgia, State at Large
My Commission Expires June 25, 1988

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STATE OF GEORGIA

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DEKALB COUNTY

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I, the undersigned Notary Public in and for said County, in said State, hereby certify that Clyde A. Taylor, III, whose name as sole General Partner of Taman Associates, Ltd., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument; he, as such partner, and with full authority, executed the same voluntarily for and as the act of said partnership, acting in his capacity as its general partner as aforesaid.

GIVEN under my hand and official seal this 29th day of November, 1984.


Notary Public

[NOTARIAL SEAL]

My Commission Expires: My Commission Expires June 25, 1988
Notary Public, Georgia, State at Large



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STATE OF GEORGIA .

DEKALB COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that W.W. Teegarden, whose name as Vice President of The First National Bank of Atlanta, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said association, acting in his capacity as its Vice President as aforesaid.

GIVEN under my hand and official seal this 29th day of November, 1984.


Notary Public

[NOTARIAL SEAL]

My Commission Expires: Notary Public, Georgia, State at Large
My Commission Expires June 25, 1988

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EXHIBIT A

From the SW corner of Section 13, Township 20 South, Range 3 West; run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West 764.69 feet, more or less to the point of intersection of the south boundary line of Section 13, Township 20 South, Range 3 West and the West right of way line of U.S. Highway 31; thence turn an angle of 102 degrees 18' to the left and run Northwesterly along the West right of way line of U.S. 31 Highway 1317.8 feet; thence turn an angle of 77 degrees 42' to the left and run westerly 878.51 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of 92 degrees 09' to the right and run Northeasterly along the center of the Old Birmingham-Montgomery Highway for 303.24 feet; thence turn an angle of 03 degrees 28' to the right and continue Northeasterly along the center of the Old Birmingham-Montgomery Highway for 292.83 feet; thence turn an angle of 84 degrees 23' to the right and run Easterly for 430.0 feet; thence turn an angle of 93 degrees 41' to the right and run Southwesterly 295.47 feet to the point of beginning of the lot herein described; from said point of beginning continue thence in the same southwesterly direction along the East line of the Ralston Purina Company property 200 feet to the SW corner of the lot herein described; thence turn an angle of 93 degrees 41' to the left and run Easterly along North line of Ralston Purina Company property 418.51 feet, more or less, to a point on the West right of way line of U.S. Highway 31; run thence in a Northwesterly direction along the West right of way line of said U.S. 31 Highway 204.28 feet to a point; thence run in a straight westerly line (said line being parallel with the southerly line of a lot herein described) to the point of beginning. Being a part of the NW 1/4 of SW 1/4 of Section 13, Township 20 South, Range 3 West.

From the Southwest corner of Section 13, Township 20 South, Range 3 West run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West 764.69 feet, more or less, to the point of intersection of the South boundary line of Section 13, Township 20 South, Range 3 West and the West right of way line of U.S. 31 Highway; thence turn an angle of 102 degrees 18' to the left and run Northwesterly along the West right of way line of U.S. 31 Highway 1317.8 feet to the point of beginning of the land herein described; thence turn an angle of 77 degrees 42' to the left and run Westerly 878.51 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of 92 degrees 09' to the right and run Northeasterly along the center of the Old Birmingham-Montgomery Highway for 303.24 feet; thence turn an angle of 03 degrees 28' to the right and continue Northeasterly along the center of the Old Birmingham-Montgomery Highway for 292.83 feet; thence turn an angle of 84 degrees 23' to the right and run Easterly for 430.0 feet; thence turn an angle of 93 degrees 41' to the right and run Southwesterly for

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EXHIBIT A

495.47 feet; thence turn an angle of 93 degrees 41' to the left and run Easterly 418.51 feet, more or less, to a point on the West right of way line of U.S. 31 Highway; thence turn an angle of 77 degrees 42' to the right and run Southeasterly along the west right of way line of U.S. 31 Highway 102.35 feet, more or less, to the point of beginning.

This land being a part of the East Half of the SE 1/4 of Section 14, Township 20 South, Range 3 West and a part of the West Half of the SW 1/4 of Section 13 Township 20 South, Range 3 West. Situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 NOV 30 PM 4: 04

Thomas A. Henderson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>22.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>23.50</u>