

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND CERTIFICATE is made by and among **ROBERT D. JENKINS** (the "Lessor"), **FIRST COMMERCIAL BANK**, an Alabama state banking corporation (the "Mortgagee"), and **AMERICAN SEALS, INC.**, an Alabama corporation (the "Lessee").

WHEREAS, Lessor intends to obtain a loan from Mortgagee to acquire a parcel of real estate particularly described in **Exhibit A** attached hereto (the "Leased Premises") and incorporated herein by reference and the loan will be secured by a Mortgage and Security Agreement (the "Mortgage") on such real estate. As a condition to making the loan, the Mortgagee requires the Lessee to agree to certain terms regarding the Lease dated the date hereof between the Lessor and the Lessee with respect to such real estate as identified in **Exhibit B** attached hereto (the "Lease").

WHEREAS, Lessee desires that Mortgagee recognize Lessee's rights under the Lease in the event of foreclosure of Mortgagee's Mortgage, and Lessee is willing to certify to certain matters and to agree to attorn to the purchaser at such foreclosure if Mortgagee will agree to recognize Lessee's rights under said Lease;

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants of the parties hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subject to the provisions hereinafter set forth in this Section, the Lease is junior and subordinate to the lien of the Mortgage, and all renewals, extensions and assignments thereof.

2. So long as Lessee is not in default (beyond any period given by Lessor to Lessee to cure such default as set forth in the Lease) in the payment of rent or additional rent or in the performance of any of the other terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession under the Lease and Lessee's rights and privileges thereunder, or under any renewals or extensions thereof which may be effected in accordance with any option therefor contained in the Lease, shall not be diminished or interfered with by Mortgagee, and Lessee's occupancy shall not be disturbed by Mortgagee during the term of the Lease or any such extensions or renewals thereof.

3. If the interest of the Lessor shall be acquired by Mortgagee or any foreclosure sale purchaser (collectively referred to as the "Mortgagee") by reason of foreclosure of the deed of trust or mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by

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any other method, or if Mortgagee otherwise succeeds to the interest of Lessor under the Lease, the Lease and the rights of Lessee thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease, and Lessee shall be bound to Mortgagee 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 Mortgagee were the Lessor or landlord under the Lease, and Lessee does hereby attorn to Mortgagee as its lessor, said attornment to be effective immediately upon Lessee being notified in writing by Mortgagee of its succession to the rights of the Lessor under the Lease, with such notice to be to the effect that Mortgagee will hold Lessee harmless from any claims of Lessor by virtue of such attornment and Lessee will be given credit for all rent or other amounts paid to Lessor prior to the receipt of such notice, provided such rent shall not be in excess of one month's advance rent. The respective rights and obligations of Lessee and Mortgagee upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extensions or renewals, shall be and are the same as now set forth in the Lease, it being the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth at length herein.

4. If Mortgagee shall succeed to the interest of Lessor under the Lease, Mortgagee shall be bound to Lessee under all of the terms, covenants and conditions of the Lease, and Lessee shall, from and after Mortgagee's succession to the interest of Lessor under the Lease, have the same remedies against Mortgagee for the breach of any agreement contained in the Lease that Lessee might have had under the Lease against Lessor if Mortgagee had not succeeded to the interest of Lessor; provided, however, that Mortgagee shall not be:

(a) liable for any act or omission of any prior lessor (including Lessor); or

(b) subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor); or

(c) bound by any rent or additional rent which Lessee might have paid for more than the current month to any prior lessor (including Lessor); or

(d) bound by any agreement or modification of the Lease made without Mortgagee's consent; or

(e) in any way responsible for any deposit or security which was delivered to Lessor, but which was not subsequently delivered to Mortgagee.



5. Lessee shall give prompt written notice to Mortgagee of all defaults by Lessor of any obligations under the Lease which may be of such nature as to give Lessee a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, prior to exercise by Lessee of such rights, but nothing contained herein restricts the rights of the Lessee to exercise such rights as provided in the Lease.

6. Lessee agrees to send a copy of any notice or demand given or made to the Lessor pursuant to the provisions of the Lease, by registered or certified mail, return receipt requested to the Mortgagee at the address recited above.

7. Lessee agrees to give to the Mortgagee, as the holder of a deed of trust or mortgage on the Leased Premises, the same right as the Lessor to cure any default complained of in said notice or demand within the time period to cure said default pursuant to the terms of the Lease.

8. Lessee acknowledges that the Lessor has assigned, or may assign, Lessor's interest in the Lease to the Mortgagee to secure a loan from the Mortgagee to the Lessor; and the Lessee hereby agrees in accordance with the terms of any such assignment to pay to the Mortgagee all rent and other sums thereafter due under the Lease upon receipt of written notice from the Mortgagee accompanied by a copy of the assignment executed by the Lessor. The Lessee shall pay the rent and other sums due under the Lease to the Mortgagee after receipt of such written notice from the Mortgagee accompanied by a copy of the assignment executed by Lessor.

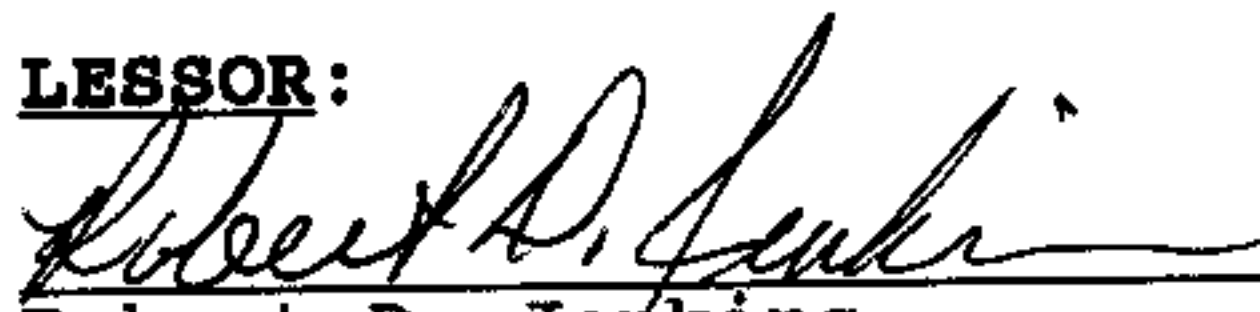
9. This Agreement may not be altered, modified, or amended except by writing signed by all of the parties hereto.

10. This agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns.

11. The Lease and this Agreement represent the entire agreement between the Lessor and the Lessee with respect to the Leased Premises.

IN WITNESS WHEREOF, the parties have executed this instrument on the date indicated.

**LESSOR:**

  
Robert D. Jenkins

Date signed by Lessor: September 27, 1993.

**LESSEE:**

**AMERICAN SEALS, INC.**

By: Robert D. Jenkins  
Its: President

Date signed by Lessee: September 27, 1993

**MORTGAGEE:**

**FIRST COMMERCIAL BANK**

By: Heather C. Barnhill  
Its: Assistant Vice President

Date signed by Mortgagee: September 27, 1993

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert D. Jenkins, whose name is signed to the foregoing SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND CERTIFICATE, and who is known to me, acknowledged before me on this day that, being informed of the contents of said agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this 27<sup>th</sup> day of September, 1993.

Laurel Dullenger  
Notary Public  
My Commission Expires: 1-2-95

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert D. Jenkins (✓) whose name as Assistant Vice President of American Seals, Inc., an Alabama corporation, is signed to the foregoing SUBORDINATION, NON-

President (✓)

DISTURBANCE AND ATTORNMENT AGREEMENT and CERTIFICATE, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 27<sup>th</sup> day of September, 1993.

Laurel Dellen  
Notary Public  
My Commission Expires: 1-2-95

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Heather C. Barnhill whose name as Asst. Vice President of FIRST COMMERCIAL BANK, an Alabama banking corporation, is signed to the foregoing SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT and CERTIFICATE AGREEMENT and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, she, in her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said Bank on the day the same bears date.

Given under my hand this the 27<sup>th</sup> day of September, 1993.

Laurel Dellen  
Notary Public  
My Commission Expires: 1-2-95

EXHIBIT "A"

**DESCRIPTION OF LEASED PREMISES**

Begin at the Southeast corner of the North-East quarter of South-East quarter of Section 19, Township 21 South, Range 2 West, Shelby County, Alabama: thence in a Westerly direction along the South line of said quarter-quarter section for 116.31 feet to the West right-of-way of Shelby County No. 87; thence right 90 degrees 36 minutes 22 seconds in a Northerly direction along said West right-of-way 381.16 feet to the point of beginning; thence continue Northerly along said West right-of-way 209.30 feet; thence left 89 degrees 03 minutes 20 seconds in a Westerly direction 1,285.32 feet to the East right-of-way of Interstate Highway No. 65, thence left 110 degrees 03 minutes 49 seconds in a Southeasterly direction along said East right-of-way 222.79 feet; thence left 69 degrees 56 minutes 11 seconds in an Easterly direction 1,212.34 feet to the point of beginning.

**EXHIBIT "B"**

**TO**

**ASSIGNMENT OF LEASES, RENTS AND PROFITS**

**Leases Assigned**

**Tenant**

**Term**

Robert Cruse

Date Hereof - 12/25/93

American Seals, Inc.

9/27/93 - 9/27/2003

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