

SUBORDINATION AGREEMENT

AGREEMENT made as of the 22nd day of March, 1994 of Small Business Administration ("Second Mortgagee") in favor of First Commercial Bank ("First Mortgagee").

W I T N E S S E T H

WHEREAS, the Second Mortgagee is the holder of that certain Mortgage and Financing Statement dated July 16, 1990 made by Oakmont Properties, Inc. and Promac, Inc. ("Borrower") to Second Mortgagee by instrument recorded in Book 301, Page 176, in the Probate Records of Shelby County, Alabama ("the Second Mortgage") which was subsequently assigned to Small Business Administration by instrument recorded at Book 301, Page 180 in the Office of the Probate Judge of Shelby County, Alabama and is secured by the real property interests more particularly described on Exhibit A attached hereto (the Premises).

WHEREAS, Borrower executed a UCC-1 Financing Statement in favor of Second Mortgagee filed in UCC # _____ with the Secretary of State of Alabama, and

WHEREAS, First Mortgagee is the holder of that certain Mortgage dated November 1, 1989 made by Borrower to National Bank of Commerce, the First Mortgagee's predecessor in interest, which mortgage is recorded in Book 266, Page 156, in the Office of the Probate Judge of Shelby County, Alabama secured by the Premises; and

WHEREAS, the First Mortgagee and Borrower have entered into an agreement entitled Modification of Note and Mortgage (the "Modification"); and

WHEREAS, the First Mortgagee, as a condition precedent to entering into the Modification requires the Second Mortgagee to execute and deliver this Subordination Agreement prior to the filing of the Modification.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable considerations, Second Mortgagee covenants and agrees that:

1. The lien of the Second Mortgage and the security interests perfected by filing UCC-1 # _____ be and shall continue to be subordinate in lien priority to the lien of the First Mortgage as modified by the Modification.

2. This Subordination Agreement shall bind and inure to the benefit of First Mortgagee and their successors and assigns.

IN WITNESS WHEREOF, the Second Mortgagee has duly executed this Agreement on the date set forth above.

Signed, sealed and delivered
in the presence of:

Small Business Administration

[Signature]

By: Harold G. Mayfield
Its: Chief, PMD

STATE OF Alabama)
COUNTY OF Jefferson)

I, FRANK B. CALMA, a notary public in and for said County in said State, hereby certify that HAROLD G. MAYFIELD, whose name as CHIEF of the PMD, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he/she, in his/her capacity as such, and with full authority, executed the same voluntarily on the day same bears date.

Given under my hand this 22 day of March, 1994.

[Signature]
Notary Public,

My commission expires: 1/30/96

EXHIBIT A

Parcel A, according to the Survey of the Riverchase Office Park, as recorded in Map Book 13, Page 123, in the Office of the Judge of Probate, Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Inst # 1994-09377

03/22/1994-09377
03:56 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 14.50