

STATE OF ALABAMA)
COUNTY OF SHELBY)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of this 8TH day of APRIL, 1999 by and among WAINWRIGHT, INC. ("Landlord"), VIP PERSONNEL, INC. ("Tenant") and ALABAMA COMMUNITY DEVELOPMENT CORPORATION ("Lender").

RECITALS:

A. Landlord and Tenant have entered into that certain Lease Agreement dated DECEMBER 17, 1999, as amended by Lease Agreement(s) dated N/A (hereinafter referred to as the "Lease"), with respect to 360 RIVERCHASE PARKWAY EAST, HOOVER, ALABAMA 35226 (hereinafter referred to as the "Premises"). The Premises are more particularly described in the Lease.

B. Landlord has requested that Lender make a mortgage loan to be secured by a first mortgage encumbering the property upon which the Premises are located and an assignment of all leases relating thereto, including the Lease. The mortgage and assignment of leases as the same may hereafter be amended (the consent of Tenant to which shall not be required) are referred to herein as the "Security Instruments." Lender is willing to make this loan, provided that Tenant executes this Agreement.

C. The parties hereto further desire to execute this instrument to express their agreement that the Lease will be subordinate to the Security Instruments and that Tenant's possession of the Premises will not, subject to the terms and conditions of the Agreement, be disturbed by reason of a foreclosure of the lien of the Security Instruments on the Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual premises and covenants of the parties hereto, and as an inducement to Lender to make such mortgage loan, the parties hereto do mutually covenant and agree as follows:

1. The Lease shall at all times be subject and subordinate in all respects to the Security Instruments and to all renewals, modifications and extensions thereof, subject to the terms and conditions of this Agreement.
2. Tenant shall give prompt written notice to Lender of all defaults by Landlord of those obligations under the Lease which are of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, and Lender shall have a reasonable opportunity (but shall not be required) to cure the same.
3. So long as Tenant is not in default in the payment of rent, additional rent or other charges or conditions of the Lease, Tenant shall not be disturbed by Lender in Tenant's possession, enjoyment, use and occupancy of the Premises during the original or any renewal term of the Lease or any extension or modification thereof.
4. No person or entity who exercises a right, arising under the Security Instruments or any assignment of the Lease, to receive the rents payable by Tenant under the Lease shall thereby become obligated to Tenant for the performance of any of the terms, covenants, conditions and agreements of Landlord under the Lease. Landlord and Tenant agree that Tenant shall make the payments to be made by Tenant under the Lease to such person or entity upon receipt of written notice of the exercise of such rights, and Tenant agrees not to prepay any sums payable by Tenant under the Lease. Such receipt of rent by any other party shall not relieve Landlord of its obligations under the Lease, and Tenant shall continue to look to Landlord only for performance thereof.
5. If the interest of Landlord shall be acquired by Lender by reason of foreclosure of its mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender succeeds to the interest of Landlord under the Lease, the Lease shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease. Tenant shall thereupon be bound to Lender under all 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 Lender were the landlord under the Lease. Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Lender's succeeding to the interest of Landlord under the Lease, and Tenant hereby agrees that Lender shall not be responsible or liable in any

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way for any default under the Lease occurring prior to the time Lender obtains title to the estate owned by Landlord and is entitled to actual, unrestricted possession of the premises.

6. In addition to and not in lieu of all the provisions of this Agreement, Lender shall not in any way or to any extent be:

- (a) liable for any act or omission of any landlord (including Landlord); or
- (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) except those which arose out of such landlord's default under the Lease and accrued after Tenant has notified Lender and given Lender an opportunity to cure as provided herein; or
- (c) bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including Landlord); or
- (d) bound by any agreement or modification of the Lease made without Lender's consent; or
- (e) in any way responsible for any deposit or security which was delivered to Landlord but which was not subsequently delivered to Lender.

7. All notices, demands, or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid and registered or certified with return receipt requested; provided, however, the time period in which a response to any notice, demand, or request must be given shall commence on the date of the return receipt of the notice, demand, or request by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand, or request sent. Any such notice if given to Landlord shall be addressed as follows:

If given to Lender shall be addressed as follows:

**ALABAMA COMMUNITY DEVELOPMENT CORPORATION
NO. 3 OFFICE PARK CIRCLE
SUITE 300
BIRMINGHAM, ALABAMA 35223
Attention: DIANE D. ROEHRIG**

If given to Tenant shall be addressed as follows:

**VIP PERSONNEL, INC.
360 RIVERCHASE PARKWAY
HOOVER, ALABAMA 35226
Attention: BONNIE T. WAINWRIGHT**

or at such other address in the United States as Landlord, Lender or Tenant may by notice in writing designate for notice.

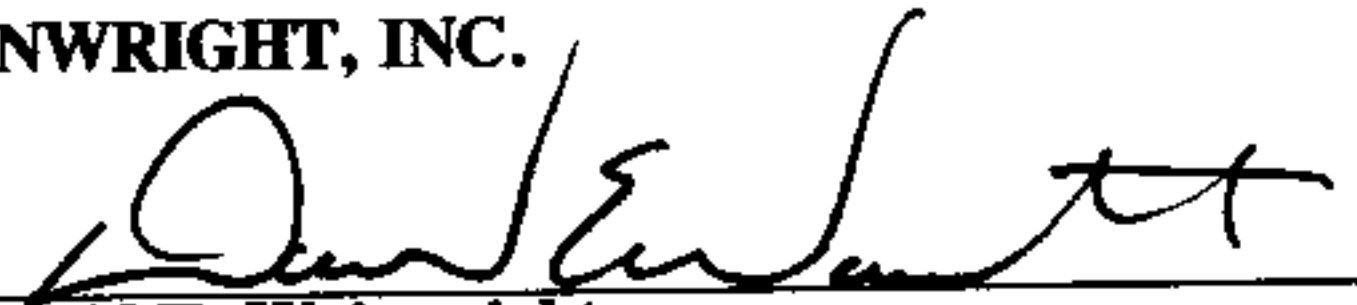
8. This Agreement shall be binding upon and inure to the parties, their respective heirs, successors and assigns.

9. This Agreement shall be governed by the laws of the State of Alabama.

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

LANDLORD:

WAINWRIGHT, INC.

By: 
David E. Wainwright
Its: President

ATTEST:

Bonnie T. Wainwright

Its: Secretary

[CORPORATE SEAL]

TENANT:

VIP PERSONNEL, INC.

By: Bonnie T. Wainwright
Bonnie T. Wainwright
Its: President

ATTEST:

David E. Wainwright

Its: CEO

[CORPORATE SEAL]

LENDER:

ALABAMA COMMUNITY DEVELOPMENT
CORPORATION

By: Diane McDonald
Diane McDonald
Its: Corporate Secretary

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that DAVID E. WAINWRIGHT, whose names as PRESIDENT of WAINWRIGHT, INC., a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such general partners and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 8th day of April, 1999.

[NOTARIAL SEAL]

[Signature]
Notary Public

My Commission Expires: 05/03/2002

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **BONNIE T. WAINWRIGHT**, whose name as **PRESIDENT** of **VIP PERSONNEL, INC.**, a corporation, 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, she, 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 8th day of April, 1999.


Notary Public

My Commission Expires: 05/03/2002

[NOTARIAL SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **DIANE MCDONALD**, whose name as **CORPORATE SECRETARY** of **ALABAMA COMMUNITY DEVELOPMENT CORPORATION**, a corporation 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, she, 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 8th day of April, 1999.


Notary Public

My Commission Expires: 05/03/2002

[NOTARIAL SEAL]

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