
SUBORDINATION AGREEMENT

This Subordination Agreement is made and entered into this 16th day of May, 2000, by and among John S. LeRoux and Robert J. LeRoux (hereinafter collectively referred to as "LeRoux"), LeRoux Entertainment Corporation of America, a Georgia Corporation (hereinafter referred to as "LeRoux Entertainment") and The Estate of John Robert Saunders, Jefferson County Probate Court Case #15648 and Twin Pines, Inc. (hereinafter collectively referred to as "Mortgagee").

WITNESSETH:

WHEREAS, LeRoux did execute a Real Estate Mortgage dated February 16, 1996 to Twin Pines, Inc. (the "Mortgage") covering certain real property located in Shelby County, Alabama, described in Exhibit "A" attached hereto and made a part hereof which Mortgage was recorded in the Shelby County Probate Office in Inst. # 1996-05605; and

WHEREAS, on April 19, 1999, LeRoux Entertainment executed in favor of Bank of Alabama (hereinafter referred to as the "Bank") a Mortgage and Security Agreement, an Assignment of Rents and Leases, and UCC-1 Financing Statements (the "**Shelby County Collateral**") securing a loan to LeRoux Entertainment in the amount of \$3,188,000.00. The Mortgage and Security Agreement is recorded at Instrument Number 1999-17283 in the Office of the Judge of Probate of Shelby County, State of Alabama; the Assignment of Rents and Leases is recorded at Instrument Number 1999-17285 in the Office of the Judge of Probate of Shelby County, State of Alabama; and the UCC-1s are recorded at Instrument Number 1999-17284 in the Office of the Judge of Probate of Shelby County, State of Alabama and at File Number B 1999-17902 FS at the State of Alabama Secretary of State's Office;

WHEREAS, on April 19, 1999, LeRoux Entertainment executed in favor of Bank a Deed to Secure Debt and Security Agreement, as Assignment of Rents and Leases, and UCC Financing Statements (the "**Georgia Collateral**"), which Georgia Collateral covers properties located in Forsyth County, State of Georgia, and Gwinnett County, State of Georgia, securing \$2,000,000.00 of the loan from the Bank to LeRoux Entertainment in the amount of \$3,188,000.00. The Georgia Deed of Trust and Security Agreement is recorded in Deed Book 1492, Page 572, Records of Forsyth County, State of Georgia, and in Deed Book 18268, Page 149, Records of Gwinnett County, State of Georgia; the Assignment of Rents is recorded in Deed Book 1492, Page 594, Records of Forsyth County, State of Georgia and in Deed Book 18268, Page 170, Records of Gwinnett County, State of Georgia; and the UCC-1 is recorded as Financing Statement No. 67-1999-005667, and Financing Statement No. 67-1999-005668, Records of Forsyth County, State of Georgia, and the UCC-2 is recorded in Deed Book 18268, Page 178 Records of Gwinnett County, State of Georgia.

WHEREAS, Bank is making a \$345,000.00 loan to LeRoux Entertainment secured by a first Mortgage and Security Agreement, Assignment of Rents and Leases, and UCC Financing Statements covering real property located in Hillsborough County, State of Florida, and LeRoux Entertainment intends to execute and deliver a Mortgage and Security Agreement, an Assignment of Rents and Leases, and UCC Financing Statements (the "**Florida Collateral**"). The Florida Mortgage and Security Agreement, Assignment of Rents and Leases, and UCC Financing Statement will be recorded in the Official Records of Hillsborough County, State of Florida and UCC Financing Statement will be recorded with the Secretary of State, State of Florida; and

WHEREAS, it is a condition precedent to the Bank making the \$345,000.00 loan to LeRoux Entertainment that LeRoux Entertainment enter into a Cross Collateralization and Cross Default Agreement (the "**Cross Collateralization Agreement**") which provides, among other things, that the Shelby County Collateral, also secure the Georgia Collateral and the Florida Collateral; and

WHEREAS, the Bank is willing to make such loan provided Mortgagee will consent to the Cross Collateralization of the Shelby Collateral to the Georgia Collateral and the Florida Collateral, and Mortgagee subordinates its Mortgage to the Cross Collateralization Agreement entered into by and between LeRoux Entertainment and the Bank, and provided Mortgagee will specifically and unconditionally subordinate the lien of its Mortgage described above to the Cross Collateralization Agreement.

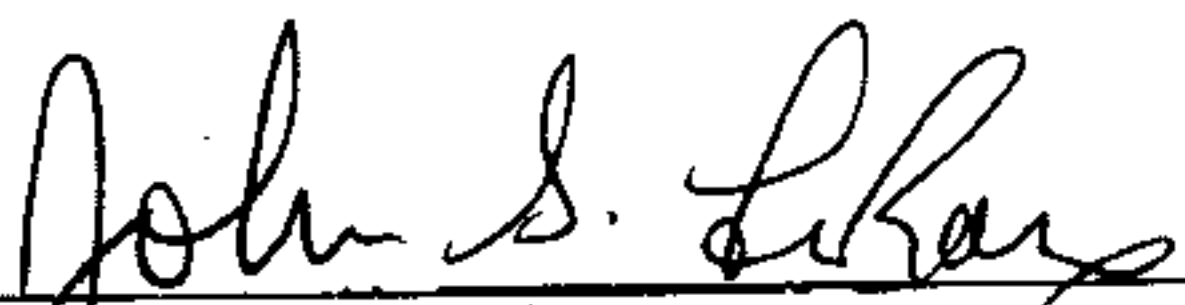
NOW, THEREFORE, for and in consideration of the premises and other valuable consideration, receipt of which is hereby acknowledged, and in order to induce the Bank to make the loan above referred to, it is hereby agreed as follows:

1. **SUBORDINATION OF MORTGAGE:** The Shelby County Collateral, described above, securing the Promissory Note in favor of the Bank, referred to above, and any renewals, extensions or modifications of same, shall be and remain at all time a lien on the property described in Exhibit "A" prior to and superior to the lien of the Mortgage from LeRoux to Mortgagee.
2. **SUBORDINATION OF CROSS COLLATERALIZATION AGREEMENT:** The Cross Collateralization Agreement, and the collateral described therein as the Georgia Collateral, and the Florida Collateral, entered into by and between LeRoux Entertainment and the Bank, referred to above, and any renewals, extensions or modifications of same shall be prior to and superior to the lien of the Mortgage from LeRoux to Mortgagee.
3. **ACKNOWLEDGMENT OF SUBORDINATION:** Mortgagee hereby acknowledges and specifically waives, relinquishes, and subordinates the priority and superiority of its Mortgage and UCC-1s upon the property described in Exhibit "A" to the Shelby County Collateral and to the Cross Collateralization Agreement, and the collateral described therein as the Georgia Collateral and the Florida Collateral, and it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, loans and advances are being made and will be made by the Bank to LeRoux Entertainment, the Bank acknowledges that loans and advances under the loans would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.
4. **BINDING EFFECT:** This agreement shall inure to the benefit and be binding upon the legal representatives, heirs, devisees, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first written above.


LEROUX:


[SEAL]
JOHN S. LEROUX


[SEAL]
ROBERT J. LEROUX


LEROUX ENTERTAINMENT:

**LEROUX ENTERTAINMENT CORPORATION OF
AMERICA, a Georgia Corporation**

By 
[SEAL]
Robert J. LeRoux, Its President

MORTGAGEE:

**THE ESTATE OF JOHN ROBERT SAUNDERS,
JEFFERSON COUNTY PROBATE COURT
CASE #151646**

By:  [SEAL]
Harris Saunders III, as Successor
Sole Executor

TWIN PINES, INC.

By:  SVP [SEAL]
Harris Saunders III, Its Senior Vice President

STATE OF GEORGIA
DEKALB COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John S. LeRoux and Robert J. LeRoux, whose names 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of May, 2000.

Bladys R. Smith
 NOTARY PUBLIC
 My Commission Expires: June 18, 2003

[NOTARIAL SEAL]

STATE OF GEORGIA
DEKALB COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert J. LeRoux, whose name as President of LeRoux Entertainment Corporation of America, a Georgia Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, 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 16 day of May, 2000.

Bladys R. Smith
 NOTARY PUBLIC
 My Commission Expires: June 18, 2003

[NOTARIAL SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Harris Saunders III, whose name as Successor Sole Executor of The Estate of John Robert Saunders, Jefferson County Probate Court Case #151846, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he as such executor and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal this 15 day of May, 2000.

Flora M. Anderson

NOTARY PUBLIC

My Commission Expires: 7-25-2001

[NOTARIAL SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Harris Saunders III, whose name as Senior Vice President of Twin Pines, Inc., a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, 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 15 day of May, 2000.

Flora M. Anderson

NOTARY PUBLIC

My Commission Expires: 7-25-2001

[NOTARIAL SEAL]

This Instrument Prepared By:

Claude McCain Moncus, Esq.
CORLEY, MONCUS & WARD, P.C.
400 Shades Creek Parkway
Suite 100
Birmingham, Alabama 35209
(205) 879-5959

EXHIBIT "A"

PARCEL I:

The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 18 South, Range 1 East, and the NW $\frac{1}{4}$ of Section 26, Township 18 South, Range 1 East, Shelby County, Alabama, as follows:

Begin at a 4" Channel Iron found at the accepted NW corner of Section 26 and the SW corner of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama, and run in a Northerly direction along the accepted West line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 23, a distance of 1323.26 feet to the accepted NW corner of the said $\frac{1}{4}$ - $\frac{1}{4}$ Section, being an old rebar with a new plastic cap bearing R.L.S. Number 4092, Raymond Shackelford, and the name, "Southern Land Surveying Company"; thence turn an interior angle of 90°55'56" and run to the right in an Easterly direction along the accepted North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1347.84 feet to a 1" rebar found at the accepted NE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of 90°58'42" and run to the right in a Southerly direction along the accepted East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1241.59 feet to a 1" steel bar found in a rock pile at the accepted SE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of 267°41'41" and run to the left in an Easterly direction along the accepted North line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 18 South, Range 1 East, Shelby County, Alabama, a distance of 1327.21 feet to a pine knot found at the accepted NE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of 90°55'34" and run to the right in a Southerly direction along the accepted East line of the NW $\frac{1}{4}$ of Section 26 a distance of 2634.77 feet to a 1.25" open pipe found at the accepted SE corner of said $\frac{1}{4}$ section; thence turn an interior angle of 90°51'32" and run to the right in a Westerly direction along the accepted South line of said $\frac{1}{4}$ section a distance of 2694.37 feet to a 1" rebar found at the accepted SW corner of said $\frac{1}{4}$ section; thence turn an interior angle of 89°38'44" and run to the right in a Northerly direction along the accepted West line of said $\frac{1}{4}$ section a distance of 2605.21 feet, more or less, to the point of beginning.

PARCEL II:

A parcel of land situated in the East half of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

Commence at a channel iron marking the Northeast corner of said Section 27, Township 18 South, Range 1 East; thence proceed South 0°06'27" East (Astronomical Bearings), along the East line of said Section 27, 400.00 feet to an iron pin set at the point of beginning of said parcel; thence continue along previous course and said East line of Section 27, 1971.00 feet to an iron pin set; thence proceed South 89°53'33" West 312.00 feet to an iron pin set; thence proceed North 0°06'27" West, parallel to the East line of said Section 27, 1659.00 feet to an iron pin set; thence proceed North 44°53'33" East, 441.24 feet to the point of beginning.

PARCEL III:

80 acres or land in Shelby County, Alabama, described as follows:

The Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama.

PARCEL IV:

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama, described as follows:

Begin at the Northwest corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence run along the $\frac{1}{4}$ - $\frac{1}{4}$ section line, North $89^{\circ}15'20''$ East (Alabama Grid Bearing), 2004.04 feet to the West right of way of Twin Pines Road; thence along said right of way, South $15^{\circ}18'20''$ West, 123.37 feet to a point of curvature; thence along a curve to the right with radius 1775.00 feet and a chord bearing South $29^{\circ}58'10''$ West, 898.58 feet, for an arc distance of 908.47 feet to a point of tangency; thence along said right of way, South $44^{\circ}37'50''$ West, 97.72 feet to a point of curvature; thence along a curve to the right with radius 415.27 feet and a chord bearing South $56^{\circ}21'30''$ West, 168.82 feet, for an arc distance of 170.01 feet to a point of tangency; thence along said right of way, South $68^{\circ}05'10''$ West, 321.51 feet to a point of curvature; thence along a curve to the left with radius 1800.00 feet and a chord bearing South $64^{\circ}08'00''$ West, 248.20 feet, for an arc distance of 248.40 feet to a point of tangency; thence along said right of way, South $60^{\circ}10'50''$ West, 140.47 feet to the South line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence along said line, South $89^{\circ}17'30''$ West, 693.85 feet to the Southwest corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, North $00^{\circ}19'00''$ East, 1337.23 feet to the point of beginning.

Inst # 2000-17214

05/25/2000-17214
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SHELBY COUNTY JUDGE OF PROBATE
008 MWS 27.00