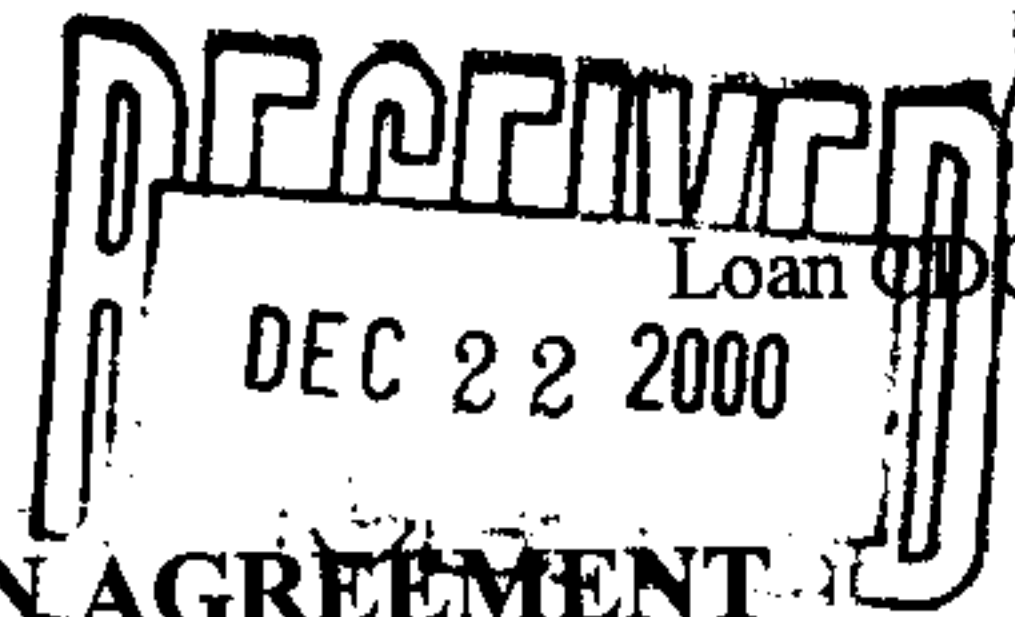


STATE OF ALABAMA
COUNTY OF SHELBY



Loan CDC-3975133007-BIR

DEC 22 2000

SUBORDINATION AGREEMENT

WHEREAS, CAMPS. INC. (hereinafter "Borrower") is presently indebted to the U. S. Small Business Administration (hereinafter "SBA") an agency and instrumentality of the United States of America, as evidenced by that certain Promissory Note executed on the 13th day of June, 1991, payable to ALABAMA COMMUNITY DEVELOPMENT CORPORATION and assigned to SBA in the original principal amount of \$569,000.00; and

WHEREAS, said Note is secured, among other things, by that certain Mortgage dated the same date as the Note, and recorded on the 13th day of June, 1991, in the Office of the Judge of Probate of Shelby County, Alabama, in Book 349 at Page 479 et seq. and that certain Assignment or Lease and Rents recorded in Book 349, at page 484 et seq. (hereinafter collectively the "SBA Mortgage") and assigned to SBA by instrument recorded in Book 349 at Page 489; and

WHEREAS, said Borrower is desirous of obtaining a new loan in the amount of not more than \$251,945.00 from Colonial Bank (hereinafter "Lender") their successors or assigns, as their interest may appear, for the purpose of incurring certain improvements on the property more fully described on Exhibit "A" attached hereto and made a part hereof (this loan is in addition to the existing first mortgage loan Lender holds on the property); and

WHEREAS, Lender requires the Borrower to secure said new loan with a new mortgage or an amendment to the existing mortgage (hereinafter "Lender's Mortgage") on the real estate described in the SBA Mortgage, more fully described in Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in and for good and valuable consideration, and in order to induce said Lender to make said loan to Borrower, SBA does hereby subordinate the lien of the SBA Mortgage and their interest in said SBA Mortgage and the property described therein, to the lien of the Lender's Mortgage and Lender's interest in the Lender's Mortgage and the property described therein, such that SBA's Mortgage and the lien of SBA's Mortgage is second and subservient to the Lender's Mortgage and the lien of Lender's Mortgage.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that neither this Subordination Agreement nor anything contained herein shall in any wise alter or affect the validity of the SBA Mortgage, or the lien of the items so subordinated herein, or any of the other collateral securing the indebtedness to the SBA.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD that this Subordination is to extend only to the amount of the current loan made to the Borrowers, for the purpose or purposes expressly set forth herein; and will not be valid for or extend to any future advances by Lenders to Borrowers, on the note evidencing Lender's loan. This clause, however is NOT intended to prevent or inhibit advances by Lender for expenses incidental to the preservation of its collateral, protection of its security interest, collection of its debt, and/or the like.

01/04/2001-00324
11:28 AM CERTIFIED 00324
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 17.00

Inst # 2001-00324

In consideration of Lender's acceptance of this Subordination Agreement, Lender agrees that in the event of a default in Borrower's obligations to Lender, then Lender will endeavor to give to SBA and ALABAMA COMMUNITY DEVELOPMENT CORPORATION (hereinafter "CDC") notice of such default within thirty (30) days from such default having occurred, if same has not been cured by the Borrower during such period. In the event Lender elects to foreclose the mortgage to Lender, then Lender shall give to SBA and CDC notice of such foreclosure sale sixty (60) days prior to its occurrence.

IN WITNESS WHEREOF, the U.S. Small Business Administration has caused this Subordination Agreement to be executed this the 18th day of ~~November~~, 2000
December

U.S. SMALL BUSINESS ADMINISTRATION

By: *[Signature]*
(Its ASSISTANT DIRECTOR, CLSC)

STATE OF ARKANSAS
COUNTY OF PULASKI

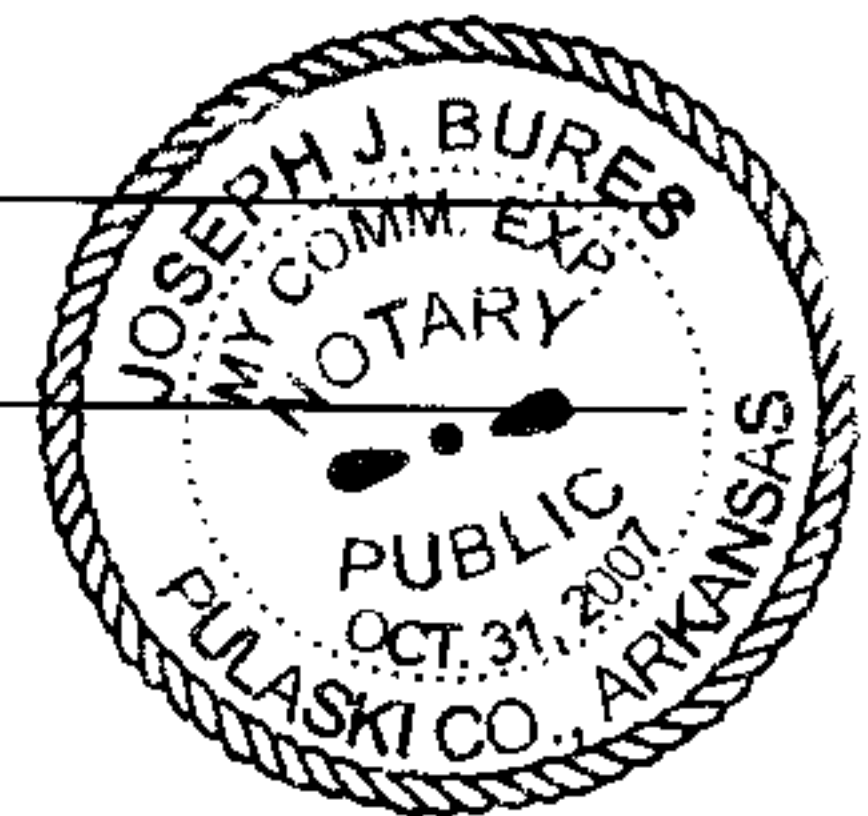
ACKNOWLEDGEMENT OF SBA

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Martin Orr whose name as Asst. Dir. CLSC - LR of The **SMALL BUSINESS ADMINISTRATION**, a agency of the United States Government, 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 the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Small Business Administration.

Given under my hand and seal of office this 18 day of ~~November~~, 2000.
December

[Signature]
Notary Public

My Commission Expires: _____



THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO
William B. Hairston III
Engel Hairston and Johanson P.C.
P.O. Box 370027
Birmingham, Alabama 35237
(205) 328-4600

EXHIBIT "A"

to

SUBORDINATION AGREEMENT

Lot 2-C, according to the Survey of Cahaba Valley Park North, as recorded in Map Book 13, page 140 A & B, in the Probate Office of Shelby County, Alabama.

ALSO

An Easement for a sign:

Said easement being 5.0 feet wide and 20.0 feet long and more particularly described as:

Commence at the Southeast Corner of said parcel described above and run Southwesterly along the Southerly line of same and along the Northerly line of that parcel described in Deed Book 163, page 742, in the Probate Office of Shelby County, Alabama, for 200.00 feet to the Northwest corner of said parcel described in said Deed Book 163, page 742 in said Probate Office; thence 90 degrees 00 minutes left and run Southeasterly along the Westerly line of said parcel for 180.00 feet to the Point of Beginning; thence continue Southeasterly along the same course for 20.00 feet to a Point on the Northerly right of way line of Alabama Highway 119; thence 90 degrees 00 minutes right and run Southwesterly along said right of way line for 5.00 feet; thence 90 degrees 00 minutes right and run Northwesterly for 20.00 feet; thence 90 degrees 00 minutes right and run Northeasterly 5.00 feet to the Point of Beginning.

Inst # 2001-00324

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**01/04/2001-00324
11:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 17.00**

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