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## SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Agreement") is made, executed and delivered by **Alamerica Bank** (the "Prior Lender") as of the 4th day of May 2001 in favor of and for the benefit of **BancorpSouth Bank** (the "Lender") for the purposes herein stated.

WITNESSETH:

WHEREAS, the Prior Lender has previously made a loan (the "Prior Loan") to Keith Office Park, L.L.C., David B. Keith and Leslie Keith (collectively the "Borrower"), evidenced and secured by a Promissory Note in the amount of \$875,000.00 dated 4/17/01, a Mortgage and Security Agreement (the "Prior Mortgage") recorded in Instrument Number 2001-15024 in the Probate Office for Shelby County, Alabama, an Assignment of Rents and leases recorded in Instrument Number: 2001-15025, a UCC-1 Financing Statement recorded in Instrument Number: 2001-15026, and various other agreements, documents and instruments executed in connection with the Prior Loan (for convenience the prior Promissory Note, the Prior Mortgage, the Assignment of Rents and Leases, UCC-1, and the other agreements, documents and instruments are collectively referred to as the "Prior Loan Documents"); and

WHEREAS, Lender has agreed to make a new loan in the amount of \$40,000.00 (the "New Loan") to the Borrower on the condition that, among other things, the Prior Mortgage, the Prior Loan Documents and all indebtedness secured by the Prior Mortgage or any of the other Prior Loan Documents be junior and subordinate to various agreements, documents, and instruments to be executed by Borrower in connection with the New Loan (collectively the "New Loan Documents") including, without limitation, a promissory note in the amount of \$40,000.00, a Mortgage and Security Agreement executed or to be executed by Borrower ( the "New Mortgage"), an Assignment of Rents and Leases, UCC-1 Financing Statements, and other agreements, documents, and instruments to be executed in connection with the New Loan. The Prior Lender Mortgage and the New Mortgage cover and relate to the real property described in EXHIBIT A.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to make the New Loan, Prior Lender covenants and agrees that the Prior Lender Mortgage and all indebtedness and liens evidenced or secured by the Prior Mortgage or any of the other Prior Loan Documents are and shall be junior and subordinate in all respects to the New Loan, the New Mortgage and all of the other New Loan Documents.

Inst # 2001-21015

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

**Alamerica Bank**

BY: Robert E. Nesbitt

ITS: EXECUTIVE VICE PRESIDENT

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, KENDRICK J. MACK, a Notary Public in and for said County, in said State, hereby certify that Robert E. NESBITT whose name as the EXEC. V.P. of ALAMERICA BANK is signed to the foregoing Subordination Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Subordination Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 7<sup>TH</sup> day of May 2001.

Kendrick J. Mack  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb. 10, 2003  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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