

STATE OF ALABAMA                    )  
SHELBY COUNTY                        )

**SUBORDINATION AGREEMENT**

This **SUBORDINATION AGREEMENT** (this "Agreement") dated ~~October~~ <sup>November</sup> 1, 2001 is executed by **REGIONS BANK**, an Alabama banking corporation (the "Mortgagee"), in favor of **PROTECTIVE LIFE INSURANCE COMPANY** (ALender@) for the purposes set forth below.

**Recitals**

A. The Mortgagee is the holder of that certain mortgage dated July 28, 2000 executed by A.C. Legg Packing Company, Inc., an Alabama corporation (the "Borrower") in favor of the Mortgagee and recorded in the Office of the Judge of Probate of Shelby County, Alabama on August 1, 2000, as Instrument 2000-25731 (the "Prior Mortgage"), which Prior Mortgage secures certain indebtedness of the Borrower to the Mortgagee, and which Prior Mortgage encumbers that parcel of real property located in Calera, Shelby County, Alabama and more particularly described on Exhibit A attached hereto.

B. The Borrower has requested that the Lender make a loan (the "Loan") to it in the principal amount of Two Million One Hundred Thousand and 00/100 Dollars (\$2,100,000), which Loan shall be secured by a mortgage dated ~~October~~ <sup>November</sup> 1, 2001 executed by the Borrower in favor of the Lender (the "New Mortgage").

C. The Borrower has requested that Birmingham City Wide Local Development Company make a loan (the ASBA Loan@) to it in the principal amount of Nine Hundred Seventy Thousand and 00/100 Dollars (\$970,000), the proceeds of which will be used to pay in full the indebtedness secured by the Prior Mortgage. Due to the method of funding the SBA Loan, the proceeds of the SBA Loan will not be funded for sixty (60) days after the date hereof.

D. The Lender has agreed to make the Loan to the Borrower provided, among other things, that the Mortgagee execute and deliver this Agreement in order to subordinate the lien of the Prior Mortgage to that of the New Mortgage.

**Agreement**

**NOW, THEREFORE**, in consideration of the foregoing recitals and in order to induce the Lender to make the Loan to the Borrower, the Mortgagee does hereby covenant and agree that the Prior Mortgage and the lien thereof shall, and the same are hereby made to, be junior and subordinate in all respects to the New Mortgage.

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Except as expressly provided herein, the Prior Mortgage shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Mortgagee has caused this Agreement to be executed by its duly authorized officer, on the date set forth on the acknowledgment below.

REGIONS BANK, an Alabama banking corporation

By: Joe McEnery

Printed Name: Joe McEnery

Title: Vice President

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joe McEnery, whose name as Vice President of REGIONS BANK, an Alabama banking 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 24 day of October, 2001.

Donna Shree  
Notary Public

[AFFIX SEAL]

My Commission Expires: MY COMMISSION EXPIRES DEC. 17, 2002

This instrument prepared by:

M. Beth O'Neill  
Maynard, Cooper & Gale, P.C.  
2400 AmSouth/Harbert Plaza  
1901 Sixth Avenue North  
Birmingham, Alabama 35203-2602

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