

This instrument prepared by:

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One Federal Place

1819 Fifth Avenue North

Birmingham, Alabama 35203-2104

STATE OF ALABAMA)
 :
SHELBY COUNTY)

MORTGAGE SUBORDINATION AGREEMENT

This instrument is entered into this 31st day of December, 2003, by Bank of Alabama, an Alabama state bank (the "Mortgagee"), in favor of Bank of the West, a California state bank (the "Lender").

W I T N E S S E T H :

WHEREAS, Mortgagee is the holder of that certain Loan B Mortgage and Security Agreement (hereinafter the "Mortgage") executed by Marca Management Systems (MMC), L.L.C. (hereinafter "Borrower"), which is recorded as Instrument No. 2003-45188 in the Office of the Judge of Probate of Shelby County, Alabama and which encumbers certain real property and improvements described therein (the "Property");

WHEREAS, Borrower has received a commitment from the Lender to refinance a portion of the existing first mortgage debt on the Property upon the condition that the Lender's mortgage constitute a first lien priority mortgage lien against the Property; and

WHEREAS, the Mortgage is presently current and in good standing and no event of default under the Mortgage or the indebtedness it secures has occurred; and

WHEREAS, Mortgagee has agreed to subordinate its interest under the Mortgage to the debt to be secured by the mortgage from Borrower to the Lender.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee does hereby consent to the execution by Borrower of a mortgage in favor of the Lender to secure principal indebtedness of up to \$456,000.00, together with all interest accruing on, and all other charges related to, such indebtedness, and agrees that the Mortgage is now and shall forever be subordinate and subject to the rights and interests acquired by Bank pursuant to the terms of such mortgage which said mortgage is to be recorded in the Probate Office of Shelby County, Alabama.

Mortgagee further agrees that the following items shall also forever be subject and subordinate to such mortgage:

(a) Loan B Assignment of Rents and Leases recorded as Instrument No. 2003-45189 in the Office of the Judge of Probate of Shelby County, Alabama; and

(b) UCC-1 Financing Statement filed as Instrument No. 2003-45190 in the Office of the Judge of Probate of Shelby County, Alabama.

It is further agreed by Mortgagee that the provisions of this instrument shall be binding upon Mortgagee and its successors and assigns and shall inure to the benefit of Lender and Borrower and their respective successors and assigns.

The terms of the subordination provided for in this agreement shall be deemed to have been accepted and consented to by any subsequent holder of the Mortgage or any subsequent holder of any title or interest through the lien of the Mortgage, whether by foreclosure deed, assignment, or otherwise. Borrower and any subsequent owner of the property which is subject to the Mortgage shall be entitled to rely upon and enforce the provisions of this agreement.

IN WITNESS WHEREOF, Mortgagee has caused this agreement to be executed by an officer thereunto duly authorized and its seal to be hereunto affixed, all as of the date first hereinabove written.

BANK OF ALABAMA

By: Wai Pufan
Its: Vice President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Wil Puckett, whose name as Vice President of Bank of Alabama, an Alabama state bank, 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 bank.

Given under my hand and official seal this 31st day of December, 2003.

Anthony W. Puckett
Notary Public
My commission expires: 1-4-2006

[NOTARIAL SEAL]