20050915000480770 1/11 $44.00
Shelby Cnty Judge of Probate,AL
09/15/2005 02:09:53PM FILED/CERT

When Recorded Mail To:

Return Recorded Documents To:
LandAmerica National Commercial Services
450 S. Orange Avenue, Suite 170
Orlando, FL 32801
Attention: **Christi Pawlak** 05-1556

Loan No: 59183520-82

(Space Above For Recorder's Use)

LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is dated as of **August 30, 2005** by and among **Les Barran** ("Lessor"), **Golden South, LLC** ("Lessee"), and **Telesis Community Credit Union, a state chartered credit union** ("Lender").

RECITALS

A. Lender intends to make a loan to Lessor, which loan is to be evidenced by a Promissory Note ("Note") to be executed by Lessor. The Note is to be secured by a mortgage, deed of trust, or deed to secure debt of even date therewith ("Mortgage"), which Mortgage is to be recorded prior to or concurrently herewith and which Mortgage encumbers Lessor's ownership interest in the real property ("Subject Property") in Shelby County, State of Alabama, described on Exhibit "A" attached hereto and made a part hereof.

B. Lessee and Les Barran (Lessor's predecessor-in-interest) entered into a lease, dated **April 28, 2005** and amendment(s) thereto dated [if none, so indicate] (the "Lease") by which Lessee leased certain premises ("Leased Premises") constituting all or a portion of the Subject Property.

C. Lessee desires to be assured of continued occupancy of the Leased Premises under the terms of the Lease and subject to the terms of the Mortgage subject to the terms hereof.

D. Lender is willing to make the Loan provided the Mortgage is a lien and charge upon the Leased Premises prior and superior to the Lease and provided that Lessee specifically subordinates the Lease to the lien and charge of the Mortgage subject to the terms hereof.

E. Lessee is willing that the Mortgage shall constitute a lien or charge upon the Leased Premises which is prior and superior to the Lease subject to the terms hereof and is willing to at torn to Lender provided Lender grants Lessee a non disturbance agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions set forth herein below, and in order to induce Lender to make the loan referred to above, the parties hereto agree as follows:

1. As used in this Agreement, "Lease" includes, without limitation, all right, title and interest that Lessee may have in all or any portion of the Leased Premises, whether granted by the terms of the Lease, by a separate written or oral agreement or otherwise, including without limitation all options, purchase rights, rights of first refusal provided for in the Lease or by separate agreement between Lessor and Lessee.

2. Lender hereby consents to the Lease and all the provisions thereof.

3. Except as permitted by the Lease, Lessee shall not assign the Lease, nor sublet any portion of the Leased Premises, and Lessor shall not consent to any such assignment or subletting other than as permitted by the terms of the Lease, without the prior written consent of Lender, which consent shall not be unreasonably withheld.

4. The Mortgage and any amendments, modifications, renewals and extensions thereof shall be and remain at all times a lien and charge on the Leased Premises, prior and superior to the Lease, to the leasehold estate created thereby and to all rights and privileges of Lessee or any other tenant thereunder, subject to the terms hereof, and the Lease, the leasehold estate created thereby and all rights and privileges of Lessee or any other tenant thereunder are hereby subjected and made subordinate to the lien and charge of the Mortgage in favor of Lender, subject to the terms hereof.

5. Lender would not make the Loan without this Agreement.

6. Lender in making disbursements pursuant to any agreement with Lessor is under no obligation or duty to, nor has Lender represented that it will, see to the application of the proceeds of the loan by Lessor or any other persons to whom Lender disburses the proceeds of the loan. Any application or use of such proceeds for purposes other than those provided for in any agreement between Lender and Lessor shall not defeat the subordination made in this Agreement, in whole or in part.

7. Lessee intentionally subjects and subordinates the Lease, the leasehold estate created thereby together with all rights and privileges of Lessee or any other lessee thereunder in favor of the lien and charge upon the Leased Premises of the Mortgage, subject to the terms hereof, and understands that in reliance upon and in consideration of this subjection and subordination, specific loans and advances are being and will be made and specific monetary and other obligations are being undertaken and will be entered into which would not be made or entered into but for said reliance upon this subjection and subordination.

8. Lender agrees that, in the event of foreclosure or other right asserted under said Mortgage by the holder thereof, said Lease and the rights of Lessee thereunder shall continue in full force and effect and shall not be terminated or disturbed (whether by a foreclosure, deed in lieu of foreclosure or otherwise), except for a default continuing after notice and beyond any applicable grace period and otherwise in accordance with the provisions of said Lease.

9. If Lender or any subsequent holder of said Mortgage, or any person claiming under said holder, including any purchaser upon foreclosure (any of which being referred to as a "Successor") acquires or otherwise succeeds to the fee estate of Lessor, whether by a foreclosure, deed in lieu of foreclosure or otherwise, then such Successor shall succeed to the interest of the Lessor in said Lease. Lessee will recognize, and attorn to such Successor as its landlord under the terms of said Lease and be bound to such Successor under the terms of the Lease for the balance of the term thereof and any extensions or renewals thereof. Said attornment is to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Successor's succeeding to the interest of the Lessor under the Lease; provided, however, that Lessee agrees to provide written confirmation of its attornment within ten (10) days after receipt of a written request for such confirmation by such Successor. In any such event as described above, the Lease shall continue in accordance with its terms between Lessee as tenant and such Successor as landlord; provided, however, that such Successor shall not be:

(i) Liable for any act or omission of any prior landlord (including Lessor) under the Lease (without limiting any rights of Lessee under the Lease for non-monetary defaults of any prior landlord which continues and which such Successor fails to cure within a reasonable time after such Successor acquires Lessor's interest under the Lease);

(ii) Subject to any offsets or abatements against rent which Lessee may have against any prior landlord (including Lessor) except for the exercise of rights expressly set forth in the Lease;

(iii) Bound by any rent or other charges which Lessee might have paid for more than the current month to any prior landlord (including Lessor) except as expressly required under the Lease;

(iv) Bound by any amendment or modification of the Lease made without its consent, which consent shall not be unreasonably withheld or delayed; or

(v) Such Successor shall only be liable for the landlord's obligations under the Lease accruing during the period of time that such Successor is the owner of the Subject Property.

10. Lessor agrees that, except as expressly provided herein, this Agreement does not constitute a waiver by Lender of any of its rights under the Mortgage or related documents, and that the Mortgage and any related documents remain in full force and effect and shall be complied with in all respects by the Lessor.

11. Lessee agrees with Lender that from and after the date hereof, Lessee will not terminate or seek to terminate the Lease by reason of any act or omission of the Lessor thereunder or for any other reason until Lessee shall have given written notice, by registered or certified mail, return receipt requested, of said act or omission to Lender, which notice shall be addressed to:

Telesis Community Credit Union
c/o BUSINESS PARTNERS, LLC
9301 Winnetka Ave.
Chatsworth, CA 91311
Attn: Commercial Loan Department

and until a reasonable period of time shall have elapsed during which period ("Lender's Cure Period") Lender shall have the right, but not be obligated, to remedy such act, omission or other matter. Without limiting the foregoing, Lender's Cure Period shall not be less than less than the greater of: (i) the time allowed Lessor under the Lease, or (ii) thirty (30) days.

12. This Agreement shall be the whole and only agreement with regard to the subjection and subordination of the Lease and the leasehold estate created thereby together with all rights and privileges of Lessee or any other lessee thereunder to the lien and charge of the Mortgage, and shall supersede and cancel (but only insofar as would affect the priority between the Mortgage and the Lease) any prior agreements as to such subjection or subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subjection or subordination of the Lease and the leasehold estate created thereby to a deed or deeds of trust or to a mortgage or mortgages.

13. This Agreement shall inure to the benefit of and shall be binding upon Lessee, Lessor and Lender, and their respective heirs, personal representatives, successors and assigns. This Agreement may not be materially altered, modified or amended except in writing signed by all of the parties hereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State where the Subject Property is located.

15. This instrument may be executed in multiple counterparts, and the separate signature pages and notary acknowledgments may then be combined into a single original document for recordation.

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

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON

YOUR LEASE TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

LESSEE:
Golden South, LLC

By: ______________________

Printed Name: CLARK SCHERER

Title: MANAGING MEMBER

LESSOR:
Les Barran

By: ______________________

Printed Name: ______________________

Title:

LENDER:
Telesis Community Credit Union, state chartered credit union

By: ______________________

Printed Name: ______________________

Title: ______________________

STATE OF Georgia
COUNTY OF Cobb

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Clark Scherer 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 said instrument, he, with full authority, executed the same voluntarily for and as the act of himself.

Given under my hand and official seal, this the 6th day of September, 2005.

Susan J. Price
Notary Public
My Commission Expires:

Notary Public, Cobb County, Georgia
My Commission Expires April 20, 2007

YOUR LEASE TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

LESSEE:
Golden South, LLC

By: ______________________________

Printed Name: ______________________

Title: ______________________________

LESSOR:
Les Barran

By: Les Barran

Printed Name: LES BARRAN

Title: owner

LENDER:
Telesis Community Credit Union, state chartered credit union

By: ______________________________

Printed Name: ______________________

Title: ______________________________

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Les Bakerman 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 said instrument, he, with full authority, executed the same voluntarily for and as the act of himself.

Given under my hand and official seal, this the 3rd day of September, 2005.

Notary Public
My Commission Expires: 11/12/08

DAVID SPERLING
COMM. #1526057
Notary Public-California
SAN DIEGO COUNTY
My Comm. Exp. Nov 12, 2008

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Shelby Cnty Judge of Probate,AL
09/15/2005 02:09:53PM FILED/CERT

YOUR LEASE TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

LESSEE:
Golden South, LLC

By: ______________________________

Printed Name: ______________________

Title: ____________________________

LESSOR:
Les Barran

By: ______________________________

Printed Name: ______________________

Title:

LENDER:
Telesis Community Credit Union, state chartered credit union by Business Partners, LLC auth. agent

By: Loren Houchen

Printed Name: Loren Houchen

Title: COO

State of Californid

County of Los Angeles -

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Uwen Hoincnen whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 7 day of Sept, 2005

Vanessa S. Sleem

VANESSA SORAYA SLEEM
Commission # 1543788
Notary Public - California
Los Angeles County
My Comm. Expires Jan 13, 2009

Notary Public Los Angeles. County, CALIF

My commission expires: 1/13/2009

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Shelby Cnty Judge of Probate, AL
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AL acknowledgement form

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION: PLEASE SEE ATTACHED

PROPERTY ADDRESS: 201 DOUG BAKER BOULEVARD, BIRMINGHAM, ALABAMA 35242

Lot 3 of The Village at Lee B... ch Sector 1 - Phase 2, as recorded in Map B... k 33, page 58, being a re-subdivision of Lot 5A of The Village at Lee Branch Sector 1 - Revision 1 as recorded in Map Book 31, pages 130A & 130B, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found at the Northeast corner of the Northeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 88° 49' 06" West along the North line of said Northeast quarter of Southwest quarter for 66.55 feet to the Southwest corner of Lot 2 of "THE VILLAGE AT LEE BRANCH, SECTOR 1, REVISION 1" as recorded in Map Book 31, pages 43A and 43B in the Office of The Probate Judge, Shelby County, Alabama; thence proceed North 01° 10' 54" West along the West line of said Lot 2 for 119.95 feet to the Southeast corner of Lot 3A of "A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH" as recorded in Map Book 31, pages 130A and 130B in the Office of the Judge of Probate, Shelby County, Alabama; thence proceed South 89° 04' 30" West along the South line of said Lot 3A for 180.92 feet to a point; thence proceed North 56° 26' 42" West along the Southwest line of said Lot 3A for 93.23 feet to a point on the Southerly right of way margin of Doug Baker Boulevard; thence proceed South 33° 33' 18" West along said Southerly right of way margin for 84.38 feet to a point at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 26° 21' 14", a radius of 537.50 feet and a chord which bears South 46° 43' 54" West for 245.06 feet; thence proceed Southwesterly along said Southerly right of way margin and along the arc of said curve for 247.23 feet to the POINT OF BEGINNING of the herein described parcel; thence leaving said Southerly right of way margin of Doug Baker Boulevard, proceed South 31° 05' 10" East for 30.50 feet to a point; thence proceed South 38° 02' 48" East for 32.43 feet to a point; thence proceed South 40° 50' 32" East for 119.19 feet to a point; thence proceed North 49° 09' 28" East for 66.50 feet to a point at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 90° 00' 00", a radius of 4.50 feet and a chord which bears South 85° 50' 32" East for 6.36 feet; thence proceed Easterly along the arc of said curve for 7.07 feet to the end of said curve; thence proceed South 40° 50' 32" East and tangent to the last described curve for 16.00 feet to a point; thence proceed North 49° 09' 28" East for 124.46 feet to a point at the beginning of a curve to the right, said curve being nontangent to the last described course and having a central angle of 04° 24' 48", a radius of 560.10 feet and a chord which bears North 32° 11' 48" East for 43.13 feet; thence proceed Northeasterly along the arc of said curve for 43.14 feet to a point at the beginning of a curve to the left, said curve being non-tangent to the last described curve and having a central angle of 78° 01' 30", a radius of 99.53 feet and a chord which bears North 05° 13' 13" West for 125.30 feet; thence proceed Northerly along the arc of said curve for 135.53 feet to the end of said curve; thence proceed North 46° 33' 26" West and non-tangent to the last described curve for 15.10 feet to a point at the beginning of a curve to the left, said curve being non-tangent to the last described course and having a central angle of 08° 13' 03", a radius of 211.21 feet and a chord which bears North 52° 19' 56" West for 30.27 feet; thence proceed Northwesterly along the arc of said curve for 30.29 feet to the end of said curve; thence proceed North 56° 26' 42" West and tangent to the last described curve for 25.04 feet to a point; thence proceed South 33° 30' 26" West for 28.37 feet to a point; thence proceed North 56° 29' 34" West for 10.03 feet to a point; thence proceed North 70° 31' 43" West for 20.62 feet to a point on a curve to the right, said curve being non-tangent to the last described course and having a central angle of 15° 36' 23", a radius of 547.50 feet and a chord which bears South 41° 15' 30" West for 148.67 feet; thence proceed Southwesterly along the arc of said curve for 149.13 feet to a point; thence proceed North 42° 24' 14" West for 10.00 feet to a point on the Southerly right of way margin of Doug Baker Boulevard, said Southerly right of way margin being in a curve to the right, said curve being non-tangent to the last described course and having a central angle of 10° 49' 11", a radius of 537.50 feet, and a chord which bears South 54° 29' 55" West for 101.35 feet; thence proceed Southwesterly along the arc of said curve and along said Southerly right of way margin for 101.50 feet to the POINT OF BEGINNING.

PARCEL II:

Together with those certain non-exclusive easements for the benefit of Parcel I for the purpose of ingress, egress, parking, utilities and drainage, as created by that certain agreement of covenants, conditions and restrictions and grant of easements, dated June 21, 2004, recorded under Instrument Number 20040624000345530 over, under and across the property described therein.

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