

**SUBORDINATION, ATTORNMENT, AND
NON-DISTURBANCE AGREEMENT**

THIS SUBORDINATION, ATTORNMENT, AND NON-DISTURBANCE AGREEMENT (the "Agreement") is made and entered into as of September 16, 2005 by and between **C.F.I., LLC, an Alabama limited liability company**, ("Lessee"), whose principal place of business is located at 4800 Highway 52, Helena, Alabama 35080, and **Helena Partners 1, LLC, an Alabama limited liability company**, whose principal place of business is 300 North Richard Arrington, Jr., Blvd., Suite 900, Birmingham, AL 35203, ("Lessor"), and **AmSouth Bank, an Alabama banking corporation** ("Lender"), whose principal place of business is located at 2330 University Blvd., Tuscaloosa, Alabama 35401:

RECITALS:

A. Lessor and Lessee entered into that certain Lease Agreement dated September 16, 2005, to lease the property described in Exhibit A (hereinafter "Premises");

B. Lender is the mortgagee under that certain Mortgage and Security Agreement dated September 16, 2005, made by Lessor as Mortgagor, recorded September 16, 2005, at 20050916000483170 ib the office of the Judge of Probate of Shelby County, Alabama, securing the obligation of Lessor under that certain Promissory Note of even date in the sum of One Million and 0/100 Dollars (\$1,000,000.00). Lender is also that assignee under that certain Assignment Leases, Rents and Profits dated September 16, 2005, made by Lessor as assignor, recorded at 20050916000483180 in the aforesaid office of the Judge of Probate of Shelby County, Alabama (the "Assignment"), further securing the obligations of Lessor under the Promissory Note.

C. Lessee, Lessor and Lender have agreed to execute this Agreement to set forth the rights and obligations of each party in connection with the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee, Lessor and Lender agree as follows:

1. Subordination of Mortgage. Said Mortgage is and shall be subject and subordinate to the Lease insofar as it affects the leasehold estate held by Lessee as regards the Premises.

2. Attornment. If, in the exercise of any rights under the Mortgage, Lender or any other person becomes owner of the Premises and Improvements, or Lessor's leasehold interest therein, Lessee shall attorn to and recognize Lender or such purchaser

as Lessor under the Lease, including but not limited to the right to receive and collect rent from Lessee, and shall assume and perform all obligations of Lessor under the Lease. Lender agrees that it shall not join Lessee in any foreclosure proceedings; provided, however, the failure to give notice to Lessee of foreclosure proceedings shall not invalidate any such foreclosure proceedings. Notwithstanding anything to the contrary herein, in no event shall lender or such purchaser be: (a) liable for any act or omission of any previous lessor; (b) subject to any offset or counterclaim which Lessee might be entitled to assert against any previous lessor; (c) bound by any payment of rent or additional rent made by Lessee to any previous lessor for more than one (1) month in advance; or (d) bound by any material amendment or modification of the Lease hereafter made without the consent of Lender.

3. Non-Disturbance. So long as Lessee is not in default beyond any notice and cure period provided in the Lease in the payment of rent or additional rent, or in the performance of any other terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession of the Premises and Lessee's rights and privileges under the Lease, including any extensions or renewals thereof, whether pursuant to options granted in the Lease or otherwise, shall not be diminished or interfered with by Lender, and Lessee's occupancy of the Premises shall not be disturbed by Lender for any reason whatsoever during the term of the Lease or any extensions or renewals thereof.

4. Lessor's Default. Notwithstanding anything to the contrary in the Lease, Lessee agrees that it shall concurrently give Lender a copy of any written notice of default given to Lessor, and Lender shall have the right, but not the obligation, to cure any default asserted against Lessor within the time provided in the Lease, or if no such time is provided, within a reasonable period of time, before Lessee may take any action against Lessor and /or terminate the Lease by reason of such default.

5. Binding Effect. This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto.

6. Incorporation of Exhibits. The Lease and all exhibits attached to this Agreement are hereby incorporated herein as though set forth in full in the Agreement itself.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed any original but all of which shall constitute one and the same instrument.

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



20050916000483200 3/5 \$23.00
Shelby Cnty Judge of Probate, AL
09/16/2005 03:47:02PM FILED/CERT

LESSEE:

**C.F.I., LLC, AN ALABAMA LIMITED
LIABILITY COMPANY**

By: [Signature]
Its: Member

LENDER:

**AMSOUTH BANK, AN ALABAMA
BANKING CORPORATION**

By: [Signature]
Its: Senior Vice President

LESSOR:

**HELENA PARTNERS, 1, LLC,
AN ALABAMA LIMITED LIABILITY
COMPANY**

By: [Signature]
Its: Manager

ACKNOWLEDGEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Hal Stafford whose name as member of **C.F.I., LLC, an Alabama limited liability company** is signed to the foregoing Subordination, Attornment, and Non-Disturbance Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as _____ and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company.

Given under my hand and official seal this the 18th day of September, 2005.

My Commission Expires:

7/14/07

mu & H
Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ whose name as _____ of **Amsouth Bank, an Alabama banking corporation**, is signed to the foregoing Subordination, Attornment, and Non-Disturbance Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as _____ and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

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

My Commission Expires:

Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY


I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Michael Randman** whose name as **Manager of Helena Partners 1, LLC, an Alabama limited liability company** is signed to the foregoing Subordination, Attornment, and Non-Disturbance Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as Manager and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company.

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

My Commission Expires:

Notary Public

EXHIBIT "A"


20050916000483200 5/5 \$23.00
Shelby Cnty Judge of Probate, AL
09/16/2005 03:47:02PM FILED/CERT

All that certain lot or parcel of land situated in the County of Shelby, State of Alabama, and being more particularly described as follows:

A parcel of land situated in the North 1/2 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Lot 17 of Magnolia Park St. Charles Place, Phase 3, Sector 1 as recorded in Map Book 21, Page 4, in the Judge of Probate of Shelby County, Alabama; thence run in a Southeasterly direction along the North boundary of said Lot 17 for a distance of 604.52 feet; thence deflect left 82 degrees 17 minutes 11 seconds and run in a Northeasterly direction for a distance of 597.88 feet to a point on the Southwesterly right of way line of Shelby County Road No.52 (80' R.O.W.), said point being on a curve to the left, said curve having a radius of 1868.86 feet, a central angle of 05 degrees 16 minutes 42 seconds, a deflection chord angle to the left of 98 degrees 44 minutes 21 seconds and a chord length of 172.11 feet; thence run in a Northwesterly direction along the arc of said curve and along said right of way line 172.17 feet; thence deflect left 02 degrees 38 minutes 21 seconds from chord of said curve and run in a Northwesterly direction along said right of way line for a distance of 81.80 feet to the point of beginning of a curve to the right, said curve being tangent to said straight line and having a radius of 1950.86 feet, a central angle of 10 degrees 17 minutes 22 seconds and a chord length of 349.87 feet; thence run in a Northwesterly direction along the arc of said curve and along said right of way line 350.34 feet; thence leaving said right of way line deflect left 96 degrees 19 minutes 27 seconds from chord of said curve and run in a southwesterly direction for a distance of 598.74 feet to the Pont of Beginning.

LESS AND EXCEPT: Any portion of the subject property that may lie within the right of way of Shelby County Road No. 52.

Except the following:

1. Taxes for the current year which are a lien but not yet payable.
2. Right of way and easements to Alabama Power Company recorded in Deed Book 233, Page 586, Deed Book 133, Page 55 and Deed Book 130, Page 166.
3. Subject to the terms and conditions of that certain Oil, Gas and Mineral Lease by and between Helen Crow Mills and Helen J. Crow and Cabot Oil & Gas Corporation as recorded in Instrument #1992-11400.
4. Right of way to Southern Natural Gas Corporation as recorded in Volume 90, Page 336.
5. Mineral and mining rights and all rights incident thereto including release of damages are not insured herein.