

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

THIS AGREEMENT is made and entered into as of March 17, 2006, by and among the undersigned Landlord, Tenant, and Lender.

1. **Recitals.** Lender is or about to be the holder of a mortgage, deed of trust, deed to secure debt, or similar security agreement (the "Indenture") and an assignment of leases and rents (the "Lease Assignment") covering the property described in Exhibit A hereto (the "Premises"). Landlord and Tenant entered into a lease or lease agreement dated January 30, 2006, (said lease or lease agreement, as amended, being referred to as the "Lease"), whereby Landlord demised to Tenant a portion of the Premises (the "Demised Premises"). The terms of the Lease constitute a material inducement to Lender's consenting thereto and entering into this Agreement.

2. **Subordination.** The Lease, together with all rights, titles, interests, powers, privileges, liens and charges created thereby, shall be and is hereby made subject and subordinate in all respects to the Indenture and all rights, titles, interests, powers, privileges, liens, and charges created thereunder, notwithstanding any provision to the contrary in the Lease or in this agreement.

3. **Non-Disturbance.** Lender shall not, in the exercise of any right, remedy, or privilege granted by the Indenture or the Lease Assignment, or otherwise available to Lender at law or in equity, disturb Tenant's possession under the Lease so long as: (a) Tenant is not in default under the Lease or this agreement after expiration of any applicable cure periods, at the time Lender exercises any such right, remedy, or privilege; (b) Tenant thereafter continues to fully and punctually perform all of its obligations under the Lease without default thereunder; and (c) Tenant attorns to or at the direction of Lender, as provided below. So long as the foregoing conditions are met, Lender agrees that Tenant will not be named as a party to any foreclosure or other proceeding instituted by Lender (unless and only to the extent required under applicable laws).

4. **Attornment.** Tenant shall attorn to any "Attornment Successor," referring to Lender, any receiver or similar official for the Demised Premises appointed with the consent of Lender, and to any person who acquires the Demised Premises or the Landlord's interest in the Lease pursuant to Lender's exercise of any right or remedy available to Lender including without limitation, foreclosure or voluntary conveyance in lieu of such foreclosure, and the Demised Premises shall remain subject to the Lease, provided, however, that the Attornment Successor shall not be (i) liable for any breach, act or omission of Landlord or any prior landlord, or subject to any offsets, claims or defenses which Tenant might have against any prior landlord, except acts, offsets, omissions, claims, or defenses of which Lender had previously been given notice in accordance with this agreement, or (ii) bound by any rent or additional rent or other payment in lieu of rent which Tenant might have paid to any prior landlord more than thirty days in advance of its due date under the Lease, or (iii) bound by any amendment or modification of the Lease made without Lender's written

consent, or (iv) liable for any security deposit or other sums held by any prior landlord, unless actually received by Lender, or (v) personally liable to Tenant under the Lease, such that, if a default occurs under the Lease, Tenant shall look solely to the equity of the Attornment Successor in the Demised Premises for satisfaction of any of Tenant's rights or remedies.

5. **Rents.** Landlord and Tenant acknowledge that if a default occurs under the Indenture, the Lease Assignment provides for the direct payment to Lender of all rents and other monies due to Landlord under the Lease upon election of Lender. **Upon receipt from Lender of written notice to pay all such rents and other monies to Lender, Tenant thereafter agrees to make, and Landlord irrevocably and unconditionally authorizes and directs Tenant thereafter to make, all such payments to Lender, notwithstanding any provision of the Lease to the contrary. Landlord releases Tenant of any and all liability for all payments so made, and Landlord shall hold Tenant harmless against any claims or liabilities resulting from all payments so made.** Tenant agrees that Lender's receipt of any such payments will not operate to impose any liability upon Lender for performance of any obligation of Landlord under the Lease. Tenant agrees not to pay any rent under the Lease more than thirty days in advance without Lender's consent.

6. **Cure.** (a) Tenant shall give Lender written notice of any default by Landlord under the Lease. Lender then shall have the right, but not the obligation, to cure such default within the following time periods: (i) fifteen days after service of such notice with respect to defaults that can be cured by the payment of money; (ii) thirty days after service of such notice with respect to any other default; unless the cure requires Lender to obtain possession of the Demised Premises, in which case such thirty day period shall not commence until Lender acquires possession, so long as Lender proceeds promptly to acquire possession of the Demised Premises or if an Attornment Successor should succeed to the ownership of the Demised Premises, with due diligence, by foreclosure of the Indenture or otherwise; or unless the default cannot reasonably be cured in such thirty day period, in which case the thirty day period shall be extended by such period of time as Lender is diligently proceeding to effect a cure. Provided, however, that no such notice shall be necessary for emergency repairs made pursuant to the Lease, until ten days after same are made. (b) So long as the Indenture encumbers the Demised Premises, or if an Attornment Successor should succeed to the ownership of the Demised Premises, Tenant shall have no right to terminate the Lease or withhold or abate any rentals due or to become due thereunder by reason of any of the provisions of the Lease which apply to property situated beyond the boundary of the Premises encumbered by the Indenture, provided, however, that nothing herein contained shall ever be construed as a waiver of Tenant's rights in personam nor remedies by way of injunctive relief and/or damages against the landlord or lessor who originally executed the Lease.

7. **Amendment.** Landlord and Tenant agree (a) that they will not modify, terminate or surrender the Lease without Lender's prior written approval, and (b) that there will be no merger of the Lease, without Lender's prior written consent, if Tenant acquires any other estate in the Demised Premises.


20060322000133610 2/6 \$26.00
Shelby Cnty Judge of Probate, AL
03/22/2006 10:28:09AM FILED/CERT

8. **Certifications/Estoppel Letters.** (a) Landlord and Tenant certify to Lender that: (i) the Lease has been duly executed by Landlord and Tenant and is in full force and effect; (ii) the Lease and any modification and amendments specified herein are a complete statement of the agreement between Landlord and Tenant with respect to the leasing of the Demised Premises, and the Lease has not been modified or amended except as specified herein; (iii) to the best knowledge of Landlord and Tenant, no party to the Lease is in default thereunder; (iv) no rent or other sum under the Lease has been paid more than thirty days in advance of its due date; and (v) Tenant, to the best of its knowledge and belief, as of this date, has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other charges due or to become due thereunder. (b) Within five business days after receipt of request by Lender, Landlord and Tenant shall each execute and deliver to Lender, without charge, one or more written certifications of all of the matters set forth in this paragraph, whether Tenant has exercised any renewal option(s) and any other information the Lender may reasonably require to confirm the current status of the Lease.

9. **Notices.** All notices, demands, consents, and other communications that must or may be given or made in connection with this agreement must be in writing, and unless receipt is expressly required, will be deemed delivered or made when mailed by registered or certified mail, return receipt requested, or by express mail (overnight delivery) by a nationally-recognized courier, in any event with sufficient postage affixed, and addressed to the parties as set forth beside their signature below. Such addresses may be changed by notice pursuant to this paragraph; but notice of change of address is effective only upon receipt. Landlord and Tenant shall furnish Lender with copies of all notices relating to the Lease.

10. **Further Assurances.** The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of either party hereto. However, Tenant agrees to execute and deliver to Lender or to any person to whom Tenant herein agrees to attorn such other instruments as either shall reasonably request in order to effectuate said provisions.

11. **Successors and Assigns.** As used in this agreement, the word "Tenant" shall mean Tenant and any subsequent holder or holders of an interest under the Lease, as the text may require, provided that the interest of such holder is acquired in accordance with the terms and provisions of the Lease and the word "Lender" shall mean the undersigned Lender or any subsequent holder or holders of the Indenture or any party acquiring title to the Demised Premises by purchase at a foreclosure sale, by deed of the Lender, or otherwise. Subject to the foregoing, this Agreement shall bind and inure to the benefit of Landlord, Tenant and Lender, their legal representatives, successors and assigns. The terms "Lease", "Indenture" and "Lease Assignment" shall include any and all amendments, modifications, replacements, substitutions, extensions, renewals and supplements thereto.


20060322000133610 3/6 \$26.00
Shelby Cnty Judge of Probate, AL
03/22/2006 10:28:09AM FILED/CERT

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

"TENANT:"

KRUPP OIL COMPANY, INC.
an Alabama corporation

By: [Signature] [SEAL]
Name: Clinton Harris
Its: Pres.

"LANDLORD:"

NEW HORIZON, LLC
an Alabama limited liability company

By: [Signature] [SEAL]
Clinton Harris, Jr., Manager

"LENDER:"

CITIZENS TRUST BANK

By: [Signature] [SEAL]
Name: GUY V. MARTIN JR.
Its: Special Counsel

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Clinton Harris, whose name as President of Krupp Oil Company, Inc., an Alabama corporation, is signed to the foregoing instrument, and who are 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 17th day of March, 2006.

Notary Public: [Signature]

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: JULY 25, 2006

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Clinton Harris, Jr., whose name as Manager of New Horizon, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date. Given under my hand and official seal this 17 day of March, 2006.

Notary Public: Pamela J. Baker

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: JULY 25, 2008

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Guy U. Martin Jr., as Special Counsel of Citizens Trust 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 executed the same voluntarily as said officer of said banking institution on the day the same bears date. Given under my hand and official seal this 17th day of March, 2006.

Pamela J. Baker
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: JULY 25, 2008



20060322000133610 5/6 \$26.00
Shelby Cnty Judge of Probate, AL
03/22/2006 10:28:09AM FILED/CERT

EXHIBIT A

Lot 3B4 of Greystone Plaza, a Commercial Development, being a resurvey of Lot 3B as shown on the resurvey of Lot 3, Brook Highland Commercial No. 3, recorded in Map Book 26, page 41, as recorded in Map Book 36, page 106, in the Probate Office of Shelby County, Alabama.



20060322000133610 6/6 \$26.00
Shelby Cnty Judge of Probate, AL
03/22/2006 10:28:09AM FILED/CERT