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PREPARED BY: William B. Hairston III
RETURN TO: William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
P.O. box 11405
Birmingham, AL, 35202

SUBORDINATION AND ATTORNMENMENT AGREEMENT

This SUBORDINATION AND ATTORNMENMENT AGREEMENT (hereafter referred to as "Agreement") made March 28, 2007, by and between Wachovia Bank, National Association, a national banking association, whose address is Birmingham, Alabama 35203 ("Bank"), and LACO WOODWORKS, INC., whose address is 100 Airpark Industrial Road, Alabaster, Alabama 35007 ("Tenant").

As security for a loan made by Bank, COLE PROPERTIES, LLC ("Landlord") has given to Bank Mortgages dated March 28, 2007, which are about to be recorded in the public records of the County of Shelby, State of Alabama, (the "Security Instrument"), and constitutes a first and second lien against the real property described on Schedule "A" attached hereto (the "Property").

Tenant has entered into a lease dated June 1, 2005 (the "Lease") covering all or a portion of the Property (the "Leased Premises"). As a condition of making the loan, Bank has required that the Lease be subordinated to the Security Instrument and that Tenant agree to attorn to the purchaser of the Property in the event of foreclosure of the Security Instrument, or to Bank prior to foreclosure in the event Bank elects to collect the rents and other sums due and becoming due under the Lease, and Tenant is willing to so attorn as hereinafter provided.

Relying on the covenants, agreements, representations and warranties contained in this Agreement, Bank and Tenant agree as follows:

Subordination of Lease. The Lease is and shall be subject and subordinate to the provisions and lien of the Security Instrument and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal amount and other sums secured thereby and interest thereon, as if the Lease had been executed and delivered after the execution, delivery and recording of the Security Instrument.

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Attornment. Tenant agrees that, if Bank so elects, Tenant will attorn to and recognize: (i) Bank, whether as mortgagee in possession or otherwise; or (ii) any purchaser at a foreclosure sale under the Security Instrument, or any transferee who acquires possession of or title to the Property, or any successors and assigns of such purchasers and/or transferees (each, a "Successor"), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the terms and conditions set forth therein. Such attornment shall be effective and self-operative without the execution of any further instruments by any party hereto other than a written notice to Tenant of such election by Bank or any Successor; provided, however, that Tenant will, upon request by Bank or any Successor, execute a written agreement attorning to Bank or such Successor.

Assignment of Leases. Tenant consents to the Assignment of Leases contained in the Security Instrument (the "Assignment"). Tenant agrees that if Bank, pursuant to the Assignment, and whether or not it becomes a mortgagee in possession, shall give notice to Tenant that Bank has elected to require Tenant to pay to Bank the rent and other charges payable by Tenant under the Lease, Tenant shall, until Bank shall have canceled such election, thereafter pay to Bank all rent and other sums payable under the Lease. Any such payment shall be made notwithstanding any right of setoff, defense or counterclaim which Tenant may have against Landlord, or any right to terminate the Lease.

Limitation of Liability. In the event that Bank succeeds to the interest of Landlord under the Lease, or title to the Property, and elects to require Tenant to attorn to Bank, then Bank and any Successor shall assume and be bound by the obligations of the landlord under the Lease which accrue from and after such party's succession to any prior landlord's interest in the Leased Premises, but Bank and such Successor shall not be: (i) liable for any act or omission of any prior landlord; (ii) liable for the retention, application or return of any security deposit to the extent not paid over to Bank; (iii) subject to any offsets or defenses which Tenant might have against any prior landlord; (iv) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord; or (v) bound by any amendment or modification of the Lease made without Bank's or such Successor's prior written consent. Nothing in this section shall be deemed to waive any of Tenant's rights and remedies against any prior landlord.

Tenant agrees that any person or entity which at any time hereafter becomes the landlord under the Lease, including without limitation, Bank or any Successor, shall be liable only for the performance of the obligations of the landlord which arise during the period of its or their ownership of the Leased Premises and shall not be liable for any obligations of the landlord under the Lease which arise prior to or subsequent to such ownership. Tenant further agrees that any such liability shall be limited to the interest of Bank or such Successor in the Property.

Right to Cure Defaults. Tenant agrees to give notice to Bank of any default by Landlord under the Lease, specifying the nature of such default, and thereupon Bank shall have the right (but not the obligation) to cure such default, and Tenant shall not terminate the Lease or abate the rent payable thereunder by reason of such default until it has afforded Bank thirty (30) days after Bank's receipt of such notice to cure such default and a reasonable period of time in addition thereto (i) if the circumstances are such that said default cannot reasonably be cured within said thirty (30) day period and Bank has commenced and is diligently pursuing such cure, or (ii) during and after any litigation action including a foreclosure, bankruptcy, possessory action or a combination thereof. It is specifically agreed that Tenant shall not require Bank to cure any default which is not susceptible of cure by Bank.

Tenant's Agreements. Tenant hereby covenants and agrees that: (i) Tenant shall not pay any rent under the Lease more than one month in advance; (ii) Tenant shall have no right to appear in any foreclosure action under the Security Instrument; (iii) Tenant shall not amend, modify, cancel or terminate the Lease without Bank's prior written consent, and any attempted amendment, modification, cancellation or termination of the Lease without such consent shall be of no force or effect as to Bank; (iv) Tenant shall not subordinate the Lease to any lien or encumbrance (other than the Security Instrument) without Bank's prior written consent; (v) Tenant shall not assign the Lease or sublet all or any portion of the Leased Premises (except as permitted by the terms of the Lease) without Bank's prior written consent;

and (vi) Tenant shall promptly deliver to Bank, from time to time, a written statement in form and substance satisfactory to Bank certifying to certain matters relating to the Lease.

Miscellaneous. (i) The provisions hereof shall be binding upon and inure to the benefit of Tenant and Bank and their respective successors and assigns; (ii) Any demands or requests shall be sufficiently given Tenant if in writing and mailed or delivered to the address of Tenant shown above and to Bank if in writing and mailed or delivered to Wachovia Bank, National Association, Mail Code VA7628, P. O. Box 13327, Roanoke, VA 24040 or Wachovia Bank National Association, Mail Code VA7628, 10 South Jefferson Street, Roanoke, VA 24011, or such other address as Bank may specify from time to time. Notices to Bank must include the mail code; (iii) The Agreement may not be changed, terminated or modified orally or in any manner other than by an instrument in writing signed by the parties hereto; (iv) The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties and are not part of this Agreement; (v) This Agreement shall be governed by and construed under the laws of the jurisdiction where this Agreement is recorded. (vi) **Final Agreement.** This Agreement and the other loan documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have duly signed and sealed this instrument as of the day and year first above written.

Tenant

LACO WOODWORKS, INC.

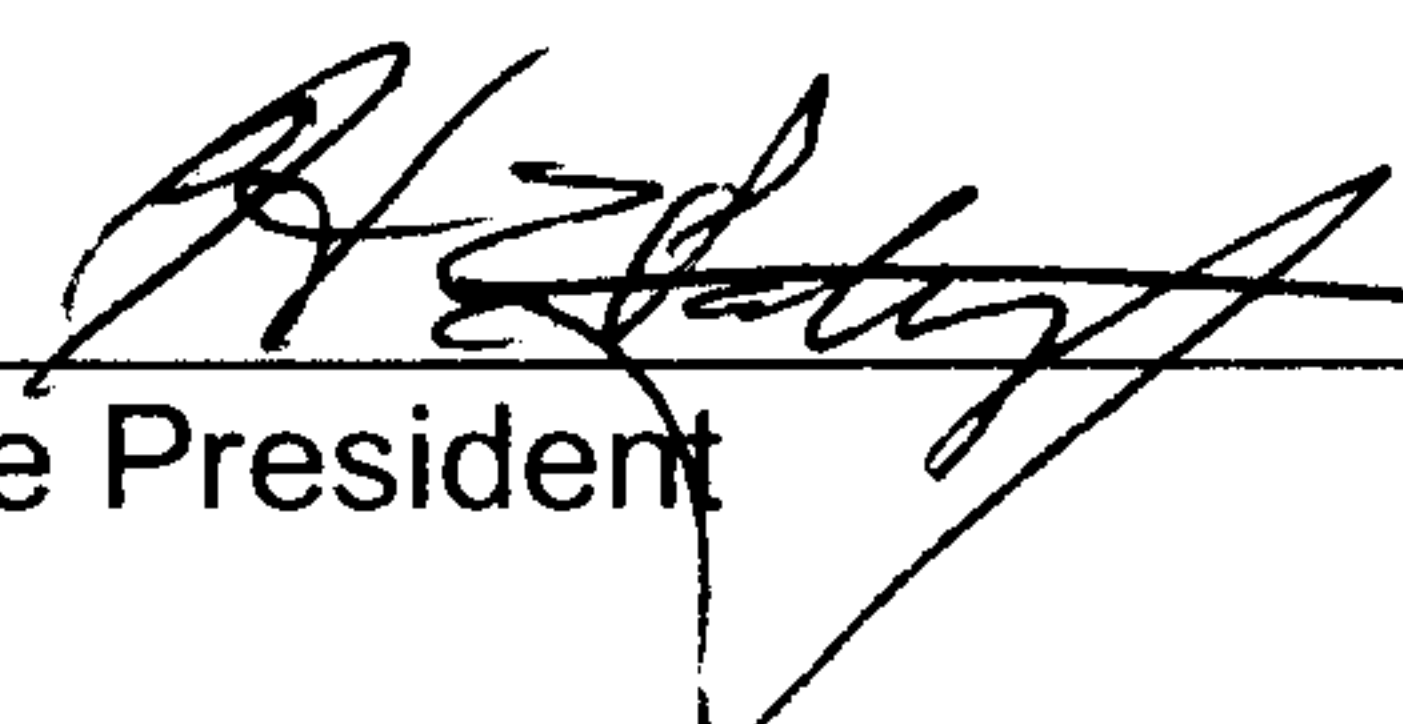
CORPORATE
SEAL

By: 
Robert W. Cole, President

Bank

Wachovia Bank, National Association

CORPORATE
SEAL

By: 
Vice President

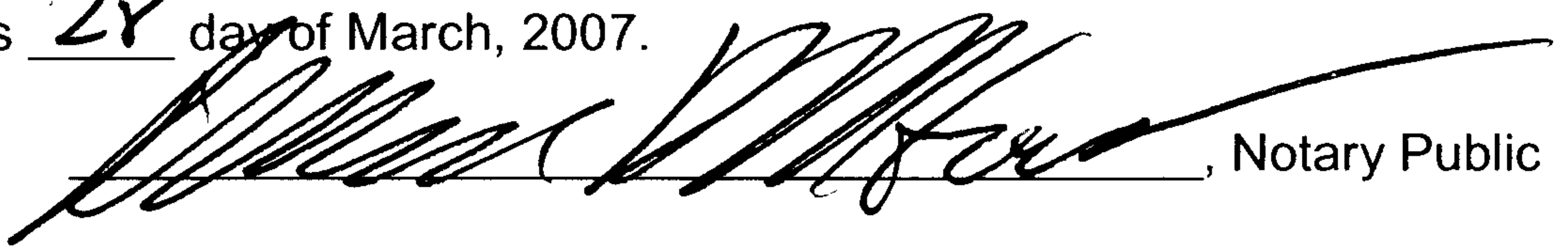

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State of Alabama
County of Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert W. Cole, whose name as President of LACO WOODWORKS, INC. a 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/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

Witness my hand and official seal, this 28 day of March, 2007.

Notary Seal

 , Notary Public

William B. Hairston III

(Printed Name of Notary)

My Commission Expires: 6/7/07

State of Alabama
County of Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that HANK PETERSON, whose name as Vice-President of WACHOVIA BANK, National Association, 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/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

Witness my hand and official seal, this 28 day of March, 2007.

Notary Seal

 , Notary Public

William B. Hairston III

(Printed Name of Notary)

My Commission Expires: 6/7/07

Tracking #: 1379845248
Facility ID 1379873613


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SCHEDULE A

PARCEL I:

Commence at the northwest corner of the northeast quarter of the northeast quarter of Section 19, Township 21 South, Range 2 West, Shelby County, Alabama, and run thence South 89 degrees 11 minutes 26 seconds East along the north line of said quarter – quarter section a distance of 227.95 feet to a point; thence run South 29 degrees 39 minutes 48 seconds East a distance of 353.99 feet to the point of beginning of the property being described; thence continue along last described course a distance of 225.00 feet to a point; thence run South 89 degrees 13 minutes 37 seconds East a distance of 299.85 feet to a point on the westerly margin of Shelby County Road #87; thence run South 14 degrees 27 minutes 11 seconds East along said Road margin a distance of 302.89 feet to a point; thence South 82 degrees 34 minutes 13 seconds West a distance of 50.38 feet to a point; thence run South 14 degrees 27 minutes 11 seconds East a distance of 50.38 feet to a point on the northerly margin of Airpark Industrial Road; thence run South 82 degrees 34 minutes 13 seconds West along the north line of said Airpark Industrial Road a distance of 292.00 feet to a point; thence run North 14 degrees 27 minutes 11 seconds West a distance of 403.90 feet to a point; thence run North 16 degrees 51 minutes 32 seconds West a distance of 203.56 feet to the point of beginning. There is a 20 foot easement along the north and northwesterly lines of this property as shown hereon the plat. Situated in Shelby County, Alabama.

Less and except any portion of the following described property that may lie within the above-described property:

Commence at the northwest corner of the northeast quarter of the northeast quarter of Section 19, Township 21 South, Range 2 West, Shelby County, Alabama and run thence South 89 degrees 11 minutes 26 seconds East along the north line of said quarter quarter section a distance of 227.95 feet to a point, Thence run South 29 degrees 39 minutes 48 seconds East a distance of 353.99 feet to the point of beginning of the property being described, Thence continue along last described course a distance of 225.00 feet to a point, Thence turn 59 degrees 33 minutes 49 seconds left and run a distance of 46.91 feet to a point, Thence turn 76 degrees 07 minutes 43 seconds right and run southerly a distance of 388.63 feet to a point on the northerly line of Airpark Industrial Road, Thence turn 95 degrees 40 minutes 07 seconds right and run westerly along said right of way of said road a distance of 87.21 feet to a point, Thence turn 82 degrees 58 minutes 36 seconds right and run northerly 403.90 feet to a point, Thence turn 02 degrees 24 minutes 21 seconds left and run 203.56 feet to the point of beginning, containing 0.95 of an acre.

PARCEL II:

Commence at the northwest corner of the northeast quarter of the northeast quarter of Section 19, Township 21 South, Range 2 West, Shelby County, Alabama and run thence South 89 degrees 11 minutes 26 seconds East along the north line of said quarter quarter section a distance of 227.95 feet to a point, Thence run South 29 degrees 39 minutes 48 seconds East a distance of 353.99 feet to the point of beginning of the property being described, Thence continue along last described course a distance of 225.00 feet to a point, Thence turn 59 degrees 33 minutes 49 seconds left and run a distance of 46.91 feet to a point, Thence turn 76 degrees 07 minutes 43 seconds right and run southerly a distance of 388.63 feet to a point on the northerly line of Airpark Industrial Road, Thence turn 95 degrees 40 minutes 07 seconds right and run westerly along said right of way of said road a distance of 87.21 feet to a point, Thence turn 82 degrees 58 minutes 36 seconds right and run northerly 403.90 feet to a point, Thence turn 02 degrees 24 minutes 21 seconds left and run 203.56 feet to the point of beginning, containing 0.95 of an acre.

PARCEL III:



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Beginning at a found 2" open top pipe corner representing the southwest corner of the southeast quarter of the southeast quarter of Section 18, Township 21, Range 2 West, Alabaster, Shelby County, Alabama, and run thence North 01 degrees 07 minutes 09 seconds West along the west line of said quarter-quarter a distance of 200.00 feet to a set ½" steel rebar corner; thence run South [Survey: North] 88 degrees 52 minutes 51 seconds East a distance of 310.25 feet to a set ½" steel rebar corner on the westerly margin of Commercial Court, a proposed fifty foot wide right of way with a guttered street centered within now under construction; thence run South 01 degrees 07 minutes 09 seconds East along said west margin of said street a distance of 47.63 feet to the P.C. of a curve to the left having a central angle of 88 degrees 04 minutes 12 seconds and a radius of 180.00 feet; thence run along the arc of said curve an arc distance of 250.24 feet to the P.T. of said curve; thence run South 89 degrees 11 minutes 30 seconds East along the said margin of said street a distance of 36.06 feet to the P.T. of a curve to a right having a central angle of 20 degrees 49 minutes 36 seconds and a radius of 125.00 feet; thence run along the arc of said curve an arc distance of 45.19 feet to a set ½" steel rebar corner; thence run South 13 degrees 06 minutes 14 seconds East a distance of 494.05 feet to a set ½" steel rebar corner; thence run North 89 degrees 13 minutes 12 seconds West a distance of 162.56 feet to a found ½" steel rear corner; thence run North 29 degrees 39 minutes 48 seconds West a distance of 578.99 feet to an existing ½" steel rebar corner on the section line between sections 18 and 19; thence run North 89 degrees 11 minutes 26 seconds West along said section line a distance of 227.95 feet to the point of beginning.

Parcels I and II on the above property is also shown as Lot 2, Air Park Industrial Complex, as recorded in Map Book 19, Page 116, in the Probate Office of Shelby County, Alabama

SUBJECT TO: i) taxes and assessments for the year 2007, a lien but not yet payable; ii) restrictive covenants for Airpark Industrial Complex as set forth in Real Book 265, page 628; iii) restrictions as set forth in deed from I-65 Investment Properties recorded in Real Book 216, page 123; iv) Building set back line and easements as shown by record plat recorded in Map Book 13, page 136 and Map Book 19, page 116; v) mineral and mining release of damages as set forth in deed from Mead Land Services to I-65 Investment Properties recorded in Deed Book 352, page 818; and vi) right of way in favor of Shelby County Alabama recorded in Volume 244, page 129 and Volume 239, page 237.


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