

This instrument prepared by:
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Birmingham, Alabama 35203-2104

STATE OF ALABAMA)
 :
SHELBY COUNTY)

MORTGAGE SUBORDINATION AGREEMENT

This instrument is entered into this 23rd day of May, 2007, by CapitalSouth Bank (formerly Bank of Alabama), an Alabama state bank (the "Mortgagee"), in favor of Zions First National Bank (the "Lender").

W I T N E S S E T H :

WHEREAS, Mortgagee is the holder of that certain Mortgage and Security Agreement (hereinafter the "Mortgage") executed by R.K. Investments, LLC (hereinafter "Borrower"), which is recorded as Instrument No. 20051109000589140 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 principal amount indebtedness secured by the Mortgage will be reduced to \$1,944,000.00 with proceeds of the loan from Lender to Borrower; 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 \$3,450,000.00, 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 Lender 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) Assignment of Leases and rents recorded as Instrument No. 2051109000589150 in the Office of the Judge of Probate of Jefferson County, Alabama; and

(b) UCC-1 Financing Statement filed as Instrument No. 20051109000589160 in the Office of the Judge of Probate of Jefferson County, Alabama.

Mortgagee further agrees that the security interest evidenced by that certain UCC-1 Financing Statement filed as filing #B05-0836967 FS with the Alabama Secretary of State (the "Subordinate Financing Statement") is hereby subordinated to the security granted to Lender in the property covered by the Subordinate Financing Statement, to the extent Lender perfects its interest in said property.

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.

CAPITALSOUTH BANK

By: Wipf
Its: SENIOR Vice President

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that William D. Puckett, whose name as Senior Vice President of CapitalSouth Bank, a national banking 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, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 23rd day of May, 2007.

Sharilyn Dunagan Gann
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 1, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[NOTARIAL SEAL]

My commission expires: _____