

**ESTOPPEL CERTIFICATE**  
**AND**  
**ATTORNMENMENT AGREEMENT**

In order to induce **MUTUAL SAVINGS CREDIT UNION** (hereinafter, along with its successors and assigns "Lender") to make a loan to or to continue to make a loan to **PRICKETT PARTNERS, LLLP** (hereinafter jointly severally and collectively "Lessor") secured by a mortgage on the property described on Exhibit "A" attached hereto (hereinafter "Real Estate"), and for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter "Lessee") hereby agrees and certifies to Lender the following:

1. Lessee leased the Real Estate from Lessor in accordance with the terms of a lease (hereinafter "Lease").
2. A true and correct copy of the Lease, along with all amendments, and modifications, thereto is attached hereto.
3. The Lease has not been modified, changed, altered, assigned, supplemented or amended in any respect.
4. The Lease is valid and in full force and effect on the date hereof.
5. The Lease represents the entire agreements between the Lessor and Lessee with respect to the Real Estate.
6. Lessee has not assigned the Lease to any party or granted any rights therein except to **REGIONS BANK and BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY**.
7. The Lease, as of this date, is not in default and Lessee is current with all rental payments due under the Lease and has not pre-paid any rental payments except as stated below. (If none, state "NONE"):

*none*

8. Lessee will not make any payments under the Lease which are in excess of thirty (30) days prior to the date such payments are due under the Lease.

9. No event has occurred and no condition exists which, with the giving of notice or the lapse of time or both, will constitute a default by Lessor or Lessee under the Lease; and to the best knowledge of Lessee, Lessee has no existing defenses or offsets against the enforcement of the Lease by Lessor.
10. Lessee acknowledges the mortgage being granted on the Real Estate to Lender.
11. In the event Lessor defaults on its obligations to Lender, and Lender notifies Lessee of its election to enforce its rights to the Lease, Lessee agrees to recognize Lender as lessor under the Lease, provided that Lessee's use, possession and enjoyment of the Real Estate not be disturbed and the Lease continue in full force and effect with Lender as lessor, until there exists an uncured default by Lessee under the Lease.

The unenforceability or invalidity of any provision or provisions of this agreement shall not render any other provision herein contained unenforceable or invalid.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective as of the 25<sup>th</sup> day of May, 2007.

LESSEE:

JFC SWEETS, LLC as assignee of MEADOWLARK, INC.

By: Thomas C. Cairns

Thomas Cairns (also known as Thomas C. Cairns and as Ted Cairns, III) (Its Manager)

STATE OF ALABAMA  
COUNTY OF JEFFERSON

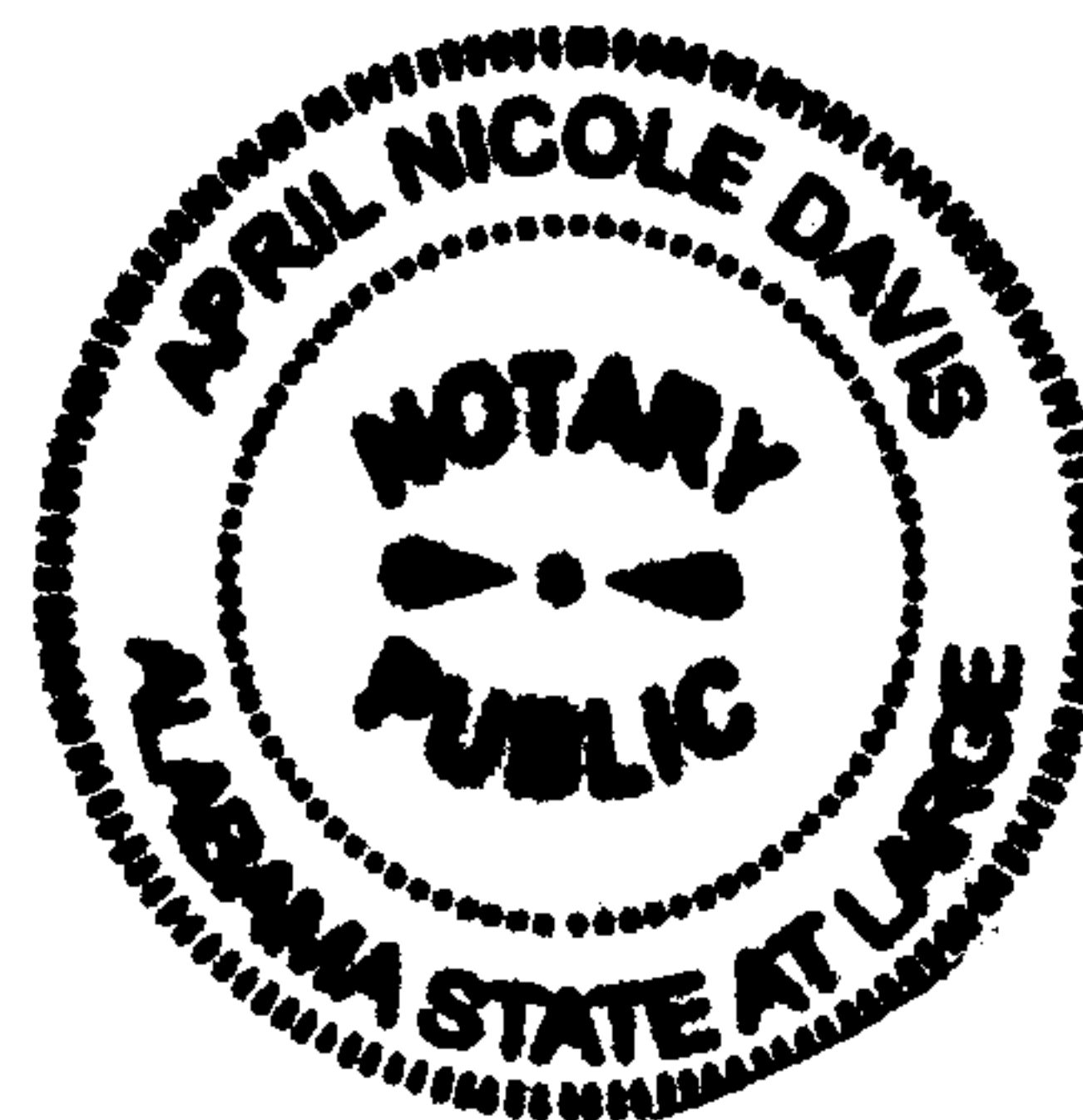
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas Cairns (also known as Thomas C. Cairns and as Ted Cairns, III), whose name as Manager of JFC SWEETS, LLC, an Alabama limited liability company as assignee of MEADOWLARK, INC, is signed to the foregoing 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 manager, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this 25<sup>th</sup> day of May, 2007.

April Nicole Davis

NOTARY PUBLIC

My Commission expires: 4-12-2011





## EXHIBIT "A"

A parcel of land situated in a portion of Lot 14, Colonial Promenade Alabaster Survey as recorded in Map Book 35, Page 102 A & B in the Office of Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northernmost corner of Lot 14 Colonial Promenade Alabaster Survey, said corner being the point of intersection of the Southeasterly Right-of-Way line of Colonial Promenade Parkway, the Northeasterly line of said Lot 14 and the Southwesterly line of Lot 15 Colonial Promenade Alabaster Survey and run in a Southeasterly direction along the common line of said Lots 14 and Lot 15 a distance of 226.48 feet to a point, said point being the point of intersection of said common line and a Northwesterly line of Lot 1 Colonial Promenade Alabaster Survey lying on a curve to the right having a radius of 1000.00 feet and a central angle of 6 degrees 42 minutes 37 seconds; thence 86 degrees 53 minutes 30 seconds to the right (angle measured from tangent) along the arc of said curve in a Southwesterly direction (leaving said common line of Lots 14 and 15) along the common line of said Lots 1 and 14 a distance of 117.12 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said common line a distance of 49.42 feet to the POINT OF BEGINNING of the parcel described herein; thence continuing along the last described course in a Southwesterly direction along said common line a distance of 28.66 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 500.00 feet and a central angle of 11 degrees 41 minutes 08 seconds; thence in a Southwesterly direction along said common line and along the arc of said curve a distance of 101.98 feet to the P.C.C. (Point of Compound Curve) of a curve to the right having a radius of 25.00 feet and a central angle of 87 degrees 32 minutes 44 seconds; thence in a Southwesterly, Westerly and Northwesterly direction along said common line and along the arc of said curve a distance of 38.20 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northwesterly direction along said common line a distance of 168.92 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 15.00 feet and a central angle of 82 degrees 35 minutes 50 seconds; thence in a Northwesterly, Northerly and Northeasterly direction along said common line and along the arc of said curve a distance of 21.62 feet to a point lying on the Southeasterly Right-of-Way line of said Colonial Promenade Parkway and being the P.R.C. (Point of Reverse Curve) of a curve to the left having a radius of 350.00 feet and a central angle of 5 degrees 25 minutes 15 seconds; thence in a Northeasterly direction (leaving said common line) along the arc of said curve and along the common line of said Southeasterly Right-of-Way line of Colonial Promenade Parkway and Lot 14 a distance of 33.11 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northeasterly direction along said common line a distance of 111.44 feet to a point; thence 102 degrees 56 minutes 28 seconds to the right in a Southeasterly direction (leaving said common line) a distance of



228.71 feet to the POINT OF BEGINNING.

**SUBJECT TO:** i) taxes for the year 2007 constituting a lien but which is not yet due and payable; ii) Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 48, Page 584; Deed Book 130, Page 89, 91 and 94; Deed Book 145, Page 297; Deed Book 169, Page 335; Deed Book 181, Pages 212 and 229; and Deed Book 207, Page 676 in the Probate Office of Shelby County, Alabama; iii) Agreement for water line easement to Alabaster Water and Gas Board recorded in Instrument 1992-21213, in the Probate Office of Shelby County, Alabama; iv) Restrictions as to uses declared in that certain I-65, Exit 238 Redevelopment Plant adopted by the City of Alabaster, Alabama, as may be amended from time to time, as set out on deed recorded in Instrument 20040218000085110; Instrument 20040218000085140; Instrument 20040211000072140 and Instrument 20040218000085080, in the Probate Office of Shelby County, Alabama; v) Easement with Covenants and Restrictions affecting Land ("ECR") recorded in Instrument 20040507000243250 and First Amendment to Easements with Covenants and Restrictions affecting Land recorded in Instrument 20040507000243260, in the Probate Office of Shelby County, Alabama; vi) Alabaster Development Agreement recorded in Instrument 20050712000346700, in the Probate Office of Shelby County, Alabama; vii) Easement for Alabama Power Company recorded in Instrument 20050802000388790, in the Probate Office of Shelby County, Alabama; viii) Building line, as shown by map recorded in Map Book 35, Page 102 A and B, in Probate Office of Shelby County, Alabama; ix) Declaration of Covenants, Conditions and Restrictions and Operating Agreement between Colonial Properties Services, Inc. and Prickett Partners, LLLP, dated September 20, 2005 and recorded on September 23, 2005, in Instrument 20050923000494710, in the Probate Office of Shelby County, Alabama; x) Restrictions, 50-foot building line on front, 15-foot building line on rear and 5-foot building line on sides as shown by recorded Map; xi) Lease Agreement dated 9/7/06 by and between Prickett Partners, LLLP and JFC Sweets, LLC recorded in Instrument 20061215000612060 and corrected and refiled in Instrument 20070212000065690; xii) Subordination Attornment and Non-Disturbance Agreement by and between Prickett Partners, LLLP, JFC Sweets, LLC, and Regions Bank as recorded as Instrument 20070212000065740; xiii) Subordination Attornment and Non-Disturbance Agreement by and between Prickett Partners, LLLP, JFC Sweets, LLC, and BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY as recorded as Instrument 20070212000065760; and xiv) any coal, oil, gas and other mineral and mining rights not owned by Mortgagor.