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20070619000288300 1/7 \$29.00  
Shelby Cnty Judge of Probate, AL  
06/19/2007 04:09:07PM FILED/CERT

GE Commercial Finance Business Property Corporation  
Attn: Middle Market Risk  
10900 Northeast Fourth Street, Suite 500  
Bellevue, Washington 98004

Loan No.: 6324017-001

## SUBORDINATION, ATTORNMENT AND ESTOPPEL AGREEMENT

**THIS AGREEMENT** is executed as of June 19, 2007 by **CUSTOM MARKETING SERVICES, INC.**, an Alabama corporation (“Lessee”), whose address is 3280 Highway 31, Calera, Alabama 35040, in favor of **GE COMMERCIAL FINANCE BUSINESS PROPERTY CORPORATION** (“Lender”), whose address is 10900 NE 4<sup>th</sup> Street, Suite 500, Bellevue, Washington 98004.

### RECITALS

A. **CALERA 3280, LLC**, a Delaware limited liability company (“Lessor”) and Lessee have entered into a certain Lease Agreement dated November 5, 2002, as amended by (i) that certain Lease Amendment dated November 5, 2002, and (ii) Second Amendment to Lease Agreement dated June 19, 2007 (collectively, the “Lease”), pursuant to which Lessor has leased to Lessee the premises described on Exhibit A (the “Leased Premises”).

B. Lessee has been advised that the Lease has been or will be assigned to Lender as security for a loan to Lessor (the “Loan”) secured by a Commercial Mortgage (the “Mortgage”) to be recorded concurrently herewith covering the Leased Premises.

C. A condition precedent to Lender’s disbursement of the proceeds of the Loan is that Lessor obtain this Agreement from Lessee in order to confirm certain matters and to subordinate the Lease and Lessee’s interest in the Leased Premises to the lien of the Mortgage.

D. It will be of benefit to Lessee if Lender disburses the proceeds of the Loan to Lessor.

Now, therefore, Lessee agrees as follows:

1. Lessee represents and warrants to Lender as follows:
  - a. Except for the amendments listed in Section A above, the Lease has not been amended or modified, and the Lease is in full force and effect;

- b. The term of the Lease commenced on January 1, 2003, and will expire on June 30, 2027;
- c. The current monthly base rent payable under the Lease is \$136,681.00 and such monthly base rent shall increase to \$150,350.00 as of January 1, 2008;
- d. In addition to the monthly rent, the Lease obligates Lessee to pay or to reimburse Lessor for all taxes, insurance premiums and operating and maintenance expenses with respect to the Leased Premises;
- e. All of the improvements to the Leased Premises have been constructed in accordance with the terms of the Lease, and Lessee is in full occupancy of the Leased Premises; and
- f. Lessor is not in default of any of its obligations under the Lease and no events have occurred which with notice, the expiration of any time period, or both would constitute a default by Lessor under the Lease.

2. Lessee shall promptly provide Lender at its Middle Market Risk/Operations Department, 10900 N.E. 4th St., Suite 500, Bellevue, WA 98004, with a written notice of any default on the part of the Lessor under the Lease, and Lessee hereby grants to Lender the option to cure said default within a reasonable length of time. Lessee further agrees that it shall not abate any of the rents payable under the Lease or terminate the Lease during any period that Lender is proceeding to cure any such default with due diligence, or is taking steps with due diligence to obtain the legal right to enter the Leased Premises and cure any such default.

3. Without the prior written consent of Lender, Lessee shall not (a) amend, modify, or in any manner alter the terms of the Lease; (b) pay the rent or any other sums becoming due under the terms of the Lease more than one (1) month in advance; (c) accept Lessor's waiver of or release from the performance of any obligations under the Lease; (d) assign the Lease or sublet any portion of the Leased Premises; (e) collaterally assign or mortgage its leasehold interest under the Lease; (f) abate or offset any of the rents payable under the Lease for any reason; or (g) terminate the Lease for any reason.

4. Should Lender advise Lessee that Lessor is in default in the indebtedness to Lender and request that payment of all future rentals be made directly to Lender, Lessee shall make all future rental payments under the Lease directly to Lender until instructed otherwise by Lender. Lessee shall not be liable to Lessor for any rental payments actually paid to Lender pursuant to this Section 4.

5. Notwithstanding anything in the Lease or any other document to the contrary, Lessee hereby agrees that the Lease and all right, title and interest of Lessee in, to and under the Lease is now, and shall at all times continue to be, unconditionally subject and subordinate in each and every respect, to the Mortgage and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage. Lessee hereby agrees that Lender shall not be bound by any nondisturbance provisions in the Lease. Lessee hereby agrees

that, for so long as the Mortgage is a lien on the Leased Premises, Lessee will not subordinate the estate of Lessee in the Lease to any other mortgages or deeds of trust or any other security instruments.

6. If Lender shall become the owner of the Leased Premises, or if the Leased Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage, or if the Leased Premises shall be transferred by deed in lieu of foreclosure, then at Lender's sole option (i) the Lease shall continue in full force and effect as a direct lease agreement between Lessee and the then owner of the Leased Premises (including Lender or the grantee under any deed given as a result of any foreclosure or in lieu of foreclosure), upon and subject to all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, and (ii) Lessee shall attorn to Lender or any other such owner as its Lessor, said attornment to be effective and self-operative without the execution of any further instruments. From and after Lender's or such other's owner's succession to the interest of Lessor under the Lease if Lender or such other owner does not elect to terminate this Lease, Lessee shall have the same remedies against Lender or such other owner for the breach of any covenant contained in the Lease that Lessee might have had under the Lease against Lessor, except that neither Lender nor any other such owner shall be:

- a. liable for any act or omission of, or for the performance of any obligation of, any prior lessor (including Lessor), including without limitation any obligation to repair, restore or expand any part of the Leased Premises; or
- b. subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor); or
- c. bound by any prepayment of rent or additional rent which Lessee might have paid for more than the current month or by payment of any security deposits to any prior lessor (including Lessor), except such security deposits as have actually been received by Lender; or
- d. bound by any amendment or modification of the Lease or by any waiver or forbearance on the part of any prior lessor (including Lessor) made or given without the written consent of Lender or any subsequent holder of the Mortgage; or
- e. bound by any representations or warranties of Lessor under the Lease.

7. Notwithstanding anything contained herein to the contrary, in the event Lender or any other person or entity acquires the Leased Premises pursuant to a foreclosure of the Mortgage, Lender or such other person or entity shall have the right to terminate the Lease upon thirty (30) days written notice to Lessee.

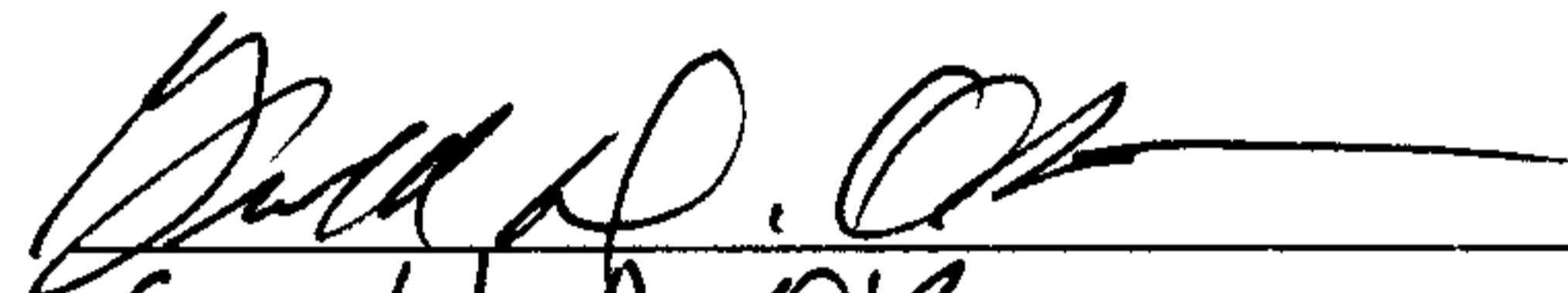
8. To the extent of any conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall govern and control and this Agreement constitutes an amendment to the Lease to the extent of any such conflict.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

Dated as of the date first above written.

**LESSEE:**

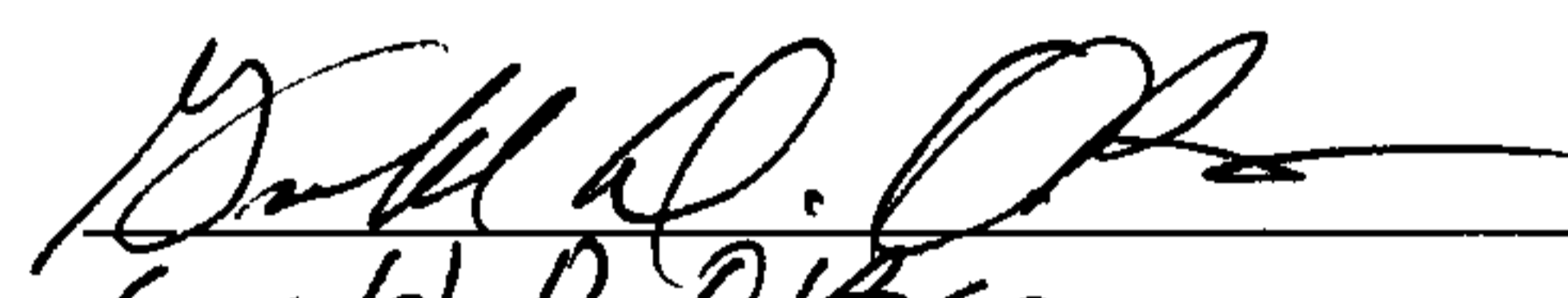
**CUSTOM MARKETING SERVICES, INC.,**  
an Alabama corporation

By:   
Print: Gerald D. O'Brien  
Its: President

Lessor joins in the execution of this document for the purpose of acknowledging and confirming the matters herein set forth.

**LESSOR:**

**CALERA 3280, LLC,**  
a Delaware limited liability company

By:   
Print: Gerald D. O'Brien  
Its: Member

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STATE OF Alabama §  
COUNTY Jefferson §

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Gerald O'Brien, as President of **CUSTOM MARKETING SERVICES, INC.**, an Alabama corporation, and whose name 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 for and as the act of said corporation.

Given under my hand and official seal this 19th day of June, 2007.

Margaret F. Soldo  
Notary Public

My commission expires: 9-10-2010

**NOTARY MUST AFFIX SEAL**



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STATE OF Alabama §  
COUNTY Jefferson §  
§

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Gerald Dennis O'Brien, as Manager of CALERA 3280, LLC, a Delaware limited liability company, and whose name 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 for and as the act of said limited liability company.

Given under my hand and official seal this 19th day of June, 2007.

Margaret F. Soldo  
Notary Public

My commission expires: 9-10-2010

NOTARY MUST AFFIX SEAL



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EXHIBIT A

Legal Description

Lot 1 of Shelby Commerce Park according to the plat thereof recorded in Map Book 31, Page 138, Probate Records of Shelby County, Alabama.

Rights under Declaration of Easements by Shelby Commerce Park, L.L.C. and joined by O'Brien, LLC and Dixon LLC dated November 8, 2005, and recorded November 14, 2005, as Instrument No. 20051114000593080.