

State of Alabama
County of Shelby

SUBORDINATION AGREEMENT

WHEREAS, KITTRELL PROPERTIES, LLC, an Alabama limited liability company, and MARC 1, INC., an Alabama corporation hereinafter termed "Borrower" whether one or more, are presently indebted to the U.S. Small Business Administration (hereinafter "SBA"), an agency and instrumentality of the United States of America, as evidenced by that certain Promissory Note executed the 17th day of May 2006, and assigned to the SBA, in the original principal amount of \$632,000; and,

WHEREAS, said Note is secured, among other things, by that certain Mortgage, dated the 6th day of May, 2006 and recorded on the 26th day of May, 2006 in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument 20060526000250940 and Assignment of Leases and Rents filed of record May 26, 2006, in the office of the Judge of Probate of Shelby County, Alabama, as Instrument 20060526000250950, both Mortgage and Assignment of Leases and Rents collectively hereinafter termed "SBA Mortgage"; and,

WHEREAS, Branch Banking and Trust a/k/a BB&T, (hereinafter "Lender") wishes to make available funds to the Borrower, in the amount of Six Hundred and Seventy Five Thousand Dollars (\$675,000.00) to be secured by a Mortgage, hereinafter the "New Mortgage" on the premises which are the subject of the SBA Mortgage; however, Lender is unwilling to do so unless the New Mortgage is superior in position to the SBA Mortgage and SBA Assignment of Leases and Rents; and

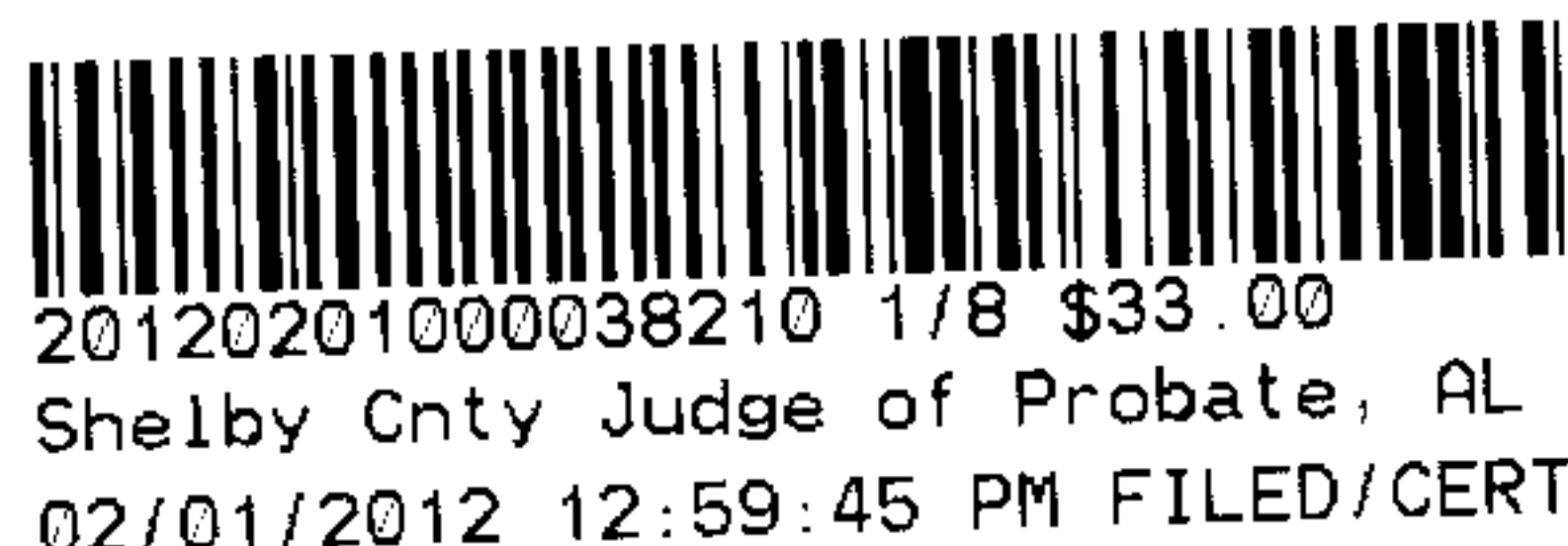
WHEREAS, SBA has agreed to subordinate the SBA Mortgage and SBA Assignment of Leases and Rents to permit the above described financing.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and to induce Lender to make a loan in the amount of \$675,000.00 to Borrower, SBA for itself, its successors and assigns hereby covenants and agrees to and with Lender, its successors and assigns, as follows:

1. The SBA Mortgage and SBA Assignment of Leases and Rents are and shall continue to be subordinated to the New Mortgage of the Lender, dated January 26, 2012 and recorded Office of the Judge of Probate of Shelby County, Alabama, as Instrument 2012020100038180 as aforesaid, in an aggregate amount not to exceed \$675,000.00 exclusive of protective advances and reasonable costs and attorney fees as allowed by statute plus interest as provided in the Note which is secured by said New Mortgage as if said New Mortgage had been executed, acknowledged, delivered, and recorded prior to the execution by acknowledgment, delivery, and recording of the SBA Mortgage and SBA Assignment of Leases and Rents.

2. Lender, by receipt and acceptance of this subordination, agrees that it shall not advance additional sums above the sum of \$675,000.00 exclusive of protective advances, and reasonable costs and attorney fees as allowed by statute, plus interest.

3. Lender agrees that, for this Subordination to be effective, Lender must perfect its Mortgage lien in the aforementioned property and this Subordination will be only to such Mortgage lien.



WMC

4. Lender covenants that there are no intervening liens of record between the SBA Mortgage and the SBA Assignment of Leases and Rents and the Mortgage made or to be made by Lender and Lender understands that it is a condition of this Subordination that no such intervening liens exist. If such intervening liens exist, then this Subordination shall be void.

5. SBA expressly reserves its rights to foreclose on this or any security, which it may hold.

6. SBA does not subordinate the debt due and expressly reserves the right to accept any and all payments on the indebtedness to it without regard to any sum or sums due and owing to the Lender.

7. The undersigned debtors and makers of the Note hereinabove described, and the undersigned Guarantors of payment of the Note, agree to the aforesaid subordination and agree that said transaction shall in no way discharge or diminish their obligations under their Note, Guaranty, Standby Agreement, and/or any collateral agreements securing the same.

8. Borrower herewith consents to disclosure of financial information between SBA and Lender, including but not limited to Federal Tax Returns of the Borrower and guarantors, Financial Statements of borrowers and guarantors, tax notices, insurance notices and certificates, disclosure of loan balances, interest rates, and payment history, and any appraisals or other valuations of collateral.

9. If an event of default occurs under the New Mortgage or any document evidencing the **BB&T** Loan or New Mortgage, **BB&T** will give SBA and Southern Development Council, Inc. (the CDC) written notice of the event of default within thirty (30) days after the occurrence of the event of default. After an event of default, lender will not sell all or any portion of the Real Estate without giving SBA and CDC at least sixty (60) days' prior written notice of its intent to sell the Real Estate or any portion thereof. Notice under this Section shall be deemed to have been given when sent by certified or registered mail, return receipt requested, addressed, as the case may be, to SBA at its Commercial Loan Servicing Center, 2120 Riverfront Drive, Little Rock, AR 72202 and to CDC, Southern Development Council, Inc. at 8132 Old Federal Road, Montgomery, Alabama 36117, Attention: Portfolio Manager.

10. This Agreement shall insure to the benefit of and bind the respective parties to this Agreement and their successors and assigns.

This Document may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Subordination Agreement is executed as of this 26th day of January, 2012.

Borrower
KITTRELL PROPERTIES, LLC,
an Alabama limited liability company

Date: 1/26/12

By: [Signature]
Its Managing Member

Attest: _____
Its _____

Borrower

MARC 1, INC., an Alabama corporation

Date: 1/26/12

By: Mr. Kittrell
Its President

Attest: _____
Its _____

Guarantor(s)

Date: 1/26/12

Mr. Kittrell
Marcus Kittrell

Lender

Branch Banking & Trust (BB&T)

Date: 1/26/12

By: TERRY PRICE
Its Vice President

Date: _____

U. S. Small Business Administration

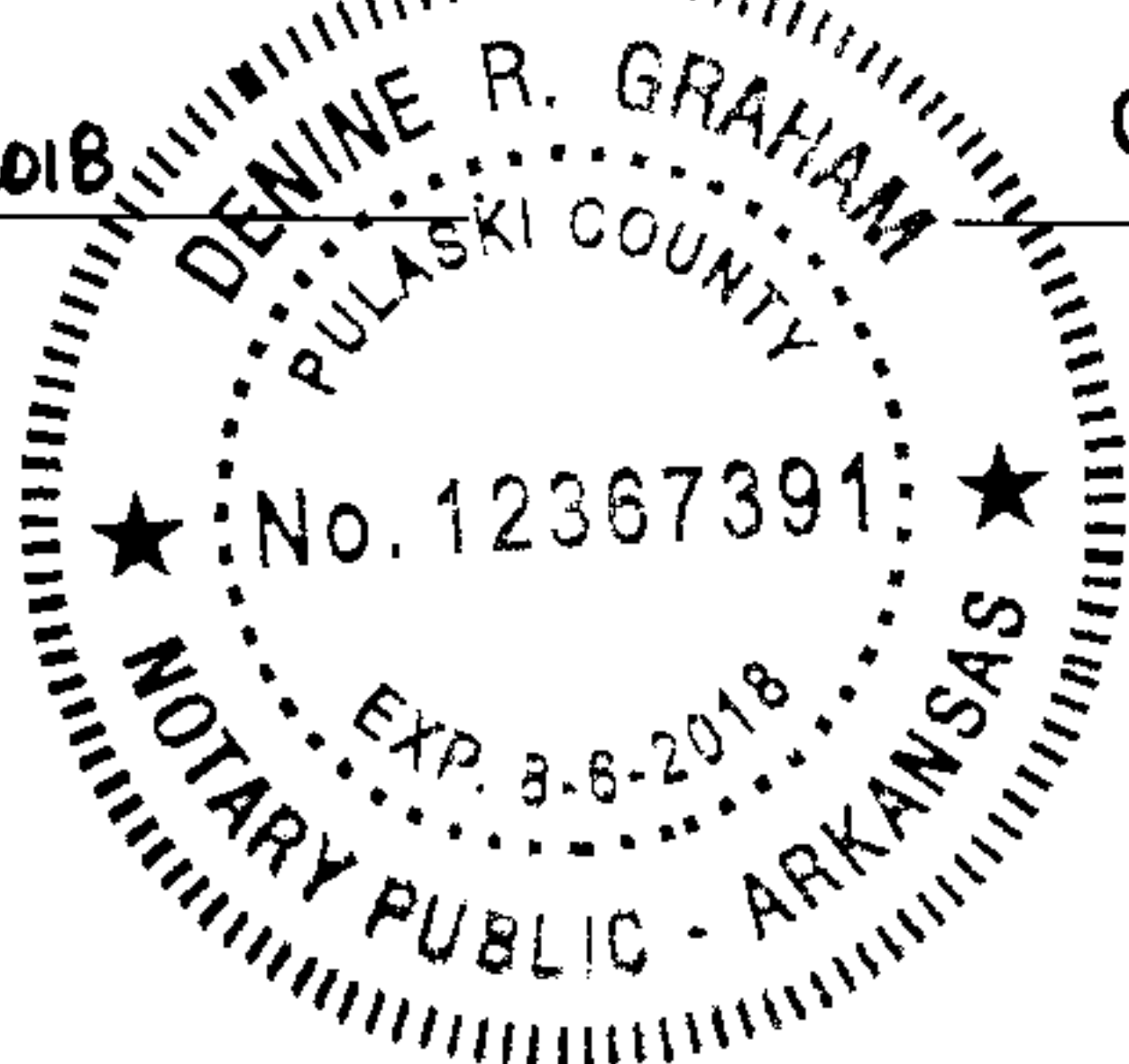
By: Bruce Duston
Bruce Duston its Lead Loan Specialist
Commercial Loan Servicing Center - LR

STATE OF ARKANSAS)
COUNTY OF PULASKI)

BEFORE ME, the undersigned authority, on this day personally appeared BRUCE DUSTON, as LEAD LS, Commercial Loan Servicing Center of the **Small Business Administration**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated as the act and deed of the Small Business Administration.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of DECEMBER, 2011.

My commission expires 8-6-2018



Denine R. Graham
Notary Public in and for
Pulaski County, State of Arkansas

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned Notary Public in and for said County and State, do hereby certify that Marcus Kittrell, whose name as Managing member, **Kittrell Properties, LLC** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being thoroughly knowledgeable of the contents of the said instrument, he did execute the same voluntarily and with full authority on the date shown.

Given under my hand and official seal on this, the 26 day of January, 2012

[Signature]
Notary Public

My Commission Expires: 9-18-12

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned Notary Public in and for said County and State, do hereby certify that M, whose name as _____, **Kittrell Properties, LLC** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being thoroughly knowledgeable of the contents of the said instrument, he did execute the same voluntarily and with full authority on the date shown.

Given under my hand and official seal on this, the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned Notary Public in and for said County and State, do hereby certify that Marcus Kittrell, whose name as V - P, **Marc 1, Inc.** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being thoroughly knowledgeable of the contents of the said instrument, he did execute the same voluntarily and with full authority on the date shown.

Given under my hand and official seal on this, the 26 day of January, 2012

[Signature]
Notary Public

My Commission Expires: 9-18-12

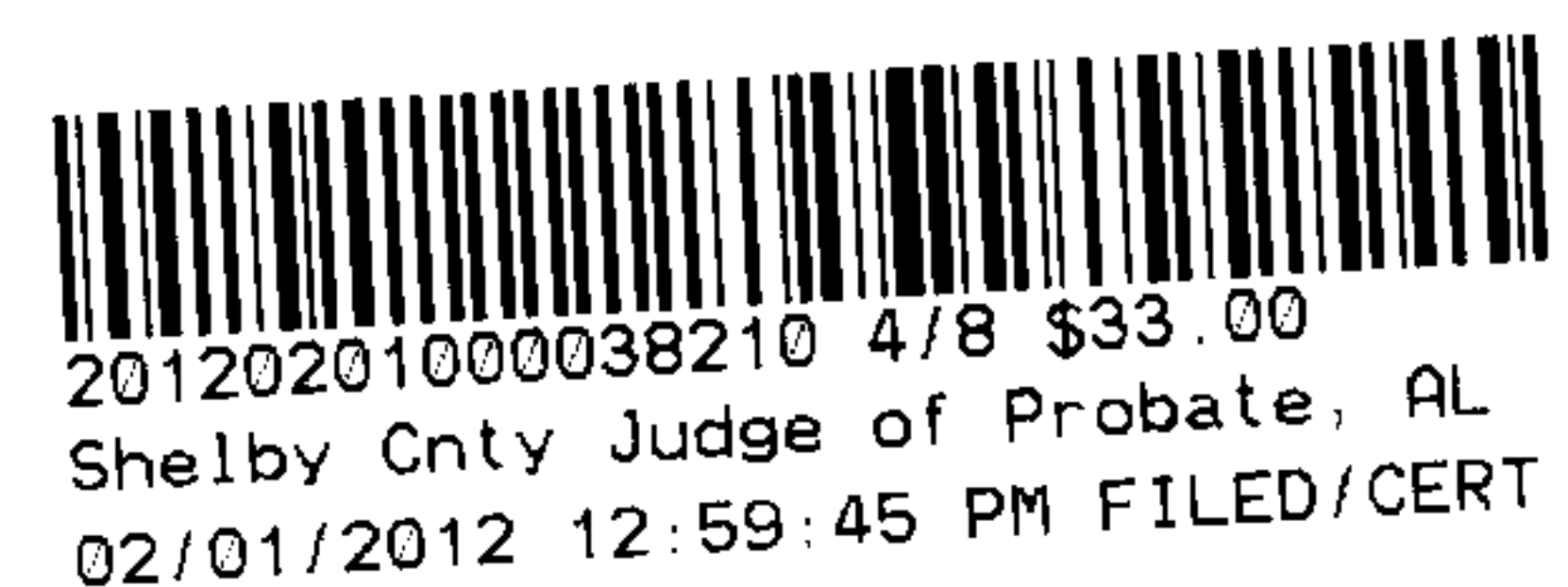
STATE OF ALABAMA
COUNTY OF _____

I, the undersigned Notary Public in and for said County and State, do hereby certify that _____, whose name as _____, **Marc 1, Inc.** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being thoroughly knowledgeable of the contents of the said instrument, he did execute the same voluntarily and with full authority on the date shown.

Given under my hand and official seal on this, the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____



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STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned Notary Public in and for said County and State, do hereby certify that Marcus Kittrell, whose name is signed to the foregoing instrument as Guarantor, and who is known to me, acknowledged before me on this day that, being thoroughly knowledgeable of the contents of the said instrument, he did execute the same voluntarily on the date shown.

Given under my hand and official seal on this, the 26th day of January, 2012.

[Signature]
Notary Public

My Commission Expires: 9-18-12

STATE OF ALABAMA
COUNTY OF Jefferson


I, the undersigned Notary Public in and for said County and State, do hereby certify that Jerry Price, whose name as V-P, **Branch Banking & Trust (BB&T)** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being thoroughly knowledgeable of the contents of the said instrument, he did execute the same voluntarily and with full authority on the date shown.

Given under my hand and official seal on this, the 26th day of January, 2012.

[Signature]
Notary Public

My Commission Expires: 9-18-12

This document prepared by, and following recording should be returned to:
Southern Development Council
8132 Old Federal Road
Montgomery, AL 36117
(334) 244-1801


20120201000038210 5/8 \$33.00
Shelby Cnty Judge of Probate, AL
02/01/2012 12:59:45 PM FILED/CERT

[Signature]

Acknowledgment Copy



20120201000038210 6/8 \$33.00
Shelby Cnty Judge of Probate, AL
02/01/2012 12:59:45 PM FILED/CERT

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Alicia Shipman 334-244-1801

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Southern Development Council, Inc.
8132 Old Federal Road
Montgomery, AL 36117**

Alabama
Sec. Of State
B 06-0473778 CS
Date 5/12/2011
Time 17:00
110513 1 Pg
File \$20.00
Exp \$0.00
Ackn \$0.00
Form \$0.00
Total \$20.00
02/156

THIS ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

06-0473778

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
☐ REAL ESTATE RECORDS

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

Kittrell Properties LLC

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. TAX ID #, SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, If any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

U.S. Small Business Administration

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

1337646002

FILING OFFICE COPY— NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98) Anchor Commercial Services (916) 962-7500
7509 Madison Ave., Suite 113
Citrus Heights, CA 95610

WCV

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Alicia Shipman 334-244-1801
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Southern Development Council, Inc. 8132 Old Federal Road Montgomery, AL 36117



20120201000038210 7/8 \$33.00
Shelby Cnty Judge of Probate, AL
02/01/2012 12:59:45 PM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 06-0473778	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.	
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.	
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.	
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor <u>or</u> <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check <u>one</u> of the following three boxes <u>and</u> provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).	
6. CURRENT RECORD INFORMATION:	
6a. ORGANIZATION'S NAME Kittrell Properties, LLC	
OR	6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:	
7a. ORGANIZATION'S NAME	
OR	7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY	
7d. ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input checked="" type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.	

Subordinate the interest of U.S. Small Business Administration in all the FFM&E covered under original filing 06-0473778 to the interest of Branch Banking & Trust Company, and only Branch Banking & Trust Company, in an amount not more than \$675,000.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME U.S. Small Business Administration			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
10. OPTIONAL FILER REFERENCE DATA			

WLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Alicia Shipman 334-244-1801
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Southern Development Council, Inc. 8132 Old Federal Road Montgomery, AL 36117



20120201000038210 8/8 \$33.00
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Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

Kittrell Properties, LLC

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

ADD'L INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☒ restated collateral description, or describe collateral ☐ assigned.

Subordinate the interest of U.S. Small Business Administration in all the FFM&E covered under original filing 06-0473778 to the interest of Branch Banking & Trust Company, and only Branch Banking & Trust Company, in an amount not more than \$675,000.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

U.S. Small Business Administration

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

mlk