

## SUBORDINATION AGREEMENT

**THIS SUBORDINATION AGREEMENT** (the "Agreement") is made and entered into by **G & R Mineral Services, Inc.** ("Tenant") in favor of and for the benefit of **ServisFirst Bank** (the "Lender") as of the \_\_\_ day of October, 2011.

### WITNESSETH:

**WHEREAS**, the Lender has agreed to make a loan (the "Loan") to RLH Calera, LLC (the "Borrower") on the condition that, among other things, Tenant subordinate its leasehold interest under any and all lease agreements (collectively the "Lease") heretofore or hereafter entered into between Tenant as tenant and Borrower and/or RJH Holding, LLC as landlord (individually and collectively with the Borrower, the "Landlord") to all liens, encumbrances, security interests, rights, and remedies of the Lender under all agreements and documents (the "Loan Documents") relating to the Loan, including, without limitation, that certain Mortgage and Security Agreement (the "Mortgage") granted or to be granted by Borrower in favor of the Lender; and

**WHEREAS**, the Tenant has agreed to subordinate the Lease and all of its right, title, and interest in and to the Mortgaged Property (as such term is defined in the Mortgage, which specifically includes the property described in EXHIBIT A) to the liens, encumbrances, security interests, rights and remedies of the Lender.

**NOW, THEREFORE**, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lender to make the Loan, the Tenant represents, warrants, covenants, and agrees as follows:

1. The Lease and all of the Tenant's right, title, and interest in the property described in Exhibit A and the other Mortgaged Property as defined in the Mortgage and all rights of Tenant under the Lease shall at all times be subject and subordinate in all respects to the Mortgage and to all liens, encumbrances, security interests, rights and remedies of the Lender under the Loan Documents, including, without limitation, liens, encumbrances, security interests, rights and remedies under the Mortgage, and to all renewals, replacements, consolidations, modifications, assignments, and extensions thereof. However, Tenant agrees that Lender shall have the right at any time to subordinate the Mortgage, or the lien thereof, to the Lease on such terms and subject to such conditions as Lender may deem appropriate.

2. If the interest of the Landlord shall be acquired by Lender or any other party who becomes the owner or holder of the Mortgage (including, without limitation, any assignee or transferee of the Mortgage) by reason of foreclosure of the Mortgage or for any other reason, then unless Lender or the holder of the Mortgage consents to a continuation of the Lease or subordinates the Mortgage to the Lease as provided in section 1 above, then Tenant's rights under the Lease shall be extinguished and Tenant shall thereafter occupy the premises as a tenant at will.

3. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Tenant has executed this Agreement as of the day and year first written above.

TENANT:

G & R Mineral Services, Inc.


By: [Signature]  
Name: Bobby B. Kushen  
Title: President

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Bobby B. Kushen, whose name as President of **G & R Mineral Services, Inc.**, an Alabama corporation is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 12<sup>th</sup> day of October, 2011.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 8/25/14

  
20120210000049840 2/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
02/10/2012 11:29:19 AM FILED/CERT

This document prepared by;  
Rebecca Collier  
ServisFirst Bank  
850 Shades Creek Pkwy Ste 100  
Birmingham, Al 35209



## Schedule A

(a) All that tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements (except household goods of the Debtor not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

(c) All accounts (as presently or hereafter defined in the Uniform Commercial Code), general intangibles, goods, contracts and contract rights relating to the Land, Improvements, and other Mortgaged Property, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land, Improvements and other Mortgaged Property;

(d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Land, Improvements, and other Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, Improvements, or other Mortgaged Property, or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, Improvements, or other Mortgaged Property, or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

(e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

(f) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs (a), (b), (c), (d) or (e) above.



## EXHIBIT A

### PARCEL I:

From a 1.5 inch pipe accepted as the Northeast corner of the Northeast Quarter of Northwest Quarter of Section 4, Township 24 North, Range 13 East; run thence South along the accepted East boundary of said Northeast Quarter of Northwest Quarter, a distance of 50.08 feet to a half inch rebar on the South boundary of a 50 foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds right and run 50.08 feet along the South boundary of said 50 foot easement to a half inch rebar, being the point of beginning of herein described parcel of land; thence continue along said course and along the South boundary of said 50 foot easement a distance of 199.70 feet to a half inch rebar; thence turn 33 degrees 04 minutes 50 seconds left and run 118.62 feet to a half inch rebar at the P.C. of a curve concave left, having a delta angle of 53 degrees 57 minutes 09 seconds and tangents of 146.95 feet; thence turn 32 degrees 26 minutes 03 seconds left and run a chord distance of 261.93 feet to a half inch rebar at the P.T.; thence turn 26 degrees 58 minutes 36 seconds left and run 58.00 feet to a half inch rebar; thence turn 87 degrees 30 minutes 32 seconds left and run 423.98 feet to a half inch rebar on the West boundary of a 50 foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 361.55 feet along the West boundary of said 50 foot easement to the point of beginning of herein described parcel of land situated in the North half of Northeast Quarter of Northwest Quarter of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama.

ALSO, a 50 foot easement for ingress and egress to-wit:

From a 1.5 inch pipe accepted as the Northeast corner of the Northeast Quarter of Northwest Quarter of Section 4, Township 24 North, Range 13 East, run thence South along the accepted East boundary of said Northeast Quarter of Northwest Quarter a distance of 50.08 feet to a half inch rebar; thence turn 92 degrees 59 minutes 15 seconds right and run 25.04 feet to the point of beginning of the centerline of herein described 50 foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 1076.39 feet along said easement centerline to the P.C. of a curve concave right, having a delta angle of 90 degrees 00 minutes 00 seconds and tangents of 100.00 feet; thence turn 45 degrees 00 minutes 00 seconds right and run a chord distance of 141.42 feet to the P.T.; thence turn 45 degrees 00 minutes 00 seconds right and run 297.27 feet along said centerline to the P.C. of a curve concave left, having a delta angle of 89 degrees 46 minutes 12 seconds and tangents of 90.00 feet; thence turn 44 degrees 53 minutes 06 seconds left and run a chord distance of 127.53 feet to the P.T.; thence turn 44 degrees 53 minutes 06 seconds left and run 151.80 feet along said easement centerline to a point of termination in the center of Alabama Highway #24.

### PARCEL II:

From a 1.5 inch pipe accepted as the Northeast corner of the Northeast Quarter of Northwest Quarter of Section 4, Township 24 North, Range 13 East, run thence South along the accepted East boundary of said Northeast Quarter of Northwest Quarter a distance of 50.08 feet to a half inch rebar on the South boundary of a 50 foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds right and run 50.08 feet along the South boundary of said 50 foot easement to a half inch rebar at a point of intersection of said 50 foot easement with the Westerly boundary of a 50 foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 361.55 feet along said easement boundary to a half inch rebar, being the point of beginning of herein described parcel of land; thence continue along said course and along said easement boundary a distance of 233.98 feet to a half inch rebar; thence turn 93 degrees 31 minutes 26 seconds right and run 433.38 feet to a half inch rebar; thence turn 88 degrees 45 minutes 33 seconds right and run 229.62 feet to a half inch rebar; thence turn 90 degrees 42 minutes 16 seconds right and run 423.98 feet to the point of beginning of herein described parcel of land, situated in the North half – Northeast Quarter – Northwest Quarter of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama.

ALSO, a 50 foot easement for ingress and egress to-wit:

From a 1.5 inch pipe accepted as the Northeast corner of the Northeast Quarter of Northwest Quarter of Section 4, Township 24 North, Range 13 East, run thence South along the accepted East boundary of said Northeast Quarter of Northwest Quarter a distance of 50.08 feet to a half inch rebar; thence turn 92 degrees 59 minutes 15 seconds right and run 25.04 feet to the point of beginning of the centerline of herein described 50 foot easement for ingress and egress; thence turn 92 degrees 59 minutes 15 seconds left and run 1076.30 feet along said easement centerline to the P.C. of a curve concave right, having a delta angle of 90 degrees 00 minutes 00 seconds and tangents of 100.00 feet;



thence turn 45 degrees 00 minutes 00 seconds right and run a chord distance of 141.42 feet to the P.T.; thence turn 45 degrees 00 minutes 00 seconds right and run 297.27 feet along said centerline to the P.C. of a curve concave left, having a delta angle of 89 degrees 46 minutes 12 seconds and tangents of 90.00 feet; thence turn 44 degrees 53 minutes 06 seconds left and run a chord distance of 127.53 feet to the P.T.; thence turn 44 degrees 53 minutes 06 seconds left and run 151.80 feet along said easement centerline to a point of termination in the center of Alabama Highway #25.

All being situated in Shelby County, Alabama.

