

SUBORDINATION AGREEMENT

This Subordination Agreement (herein referred to as this "Agreement") is made and entered into on the 4th day of December, 2012, by and between BRADFORD F. KOLLARS, as Trustee of the Bradford F. Kollars SD SEP IRA (herein referred to as the "KOLLARS"), and BRYANT BANK, an Alabama corporation (herein referred to as the "Lender").

RECITALS

KOLLARS is the owner and holder of that Mortgage in the original principal amount of \$586,000.00, filed for record on September 29, 2006, recorded in Instrument 20060929000484660, in the Probate Office of Shelby County, Alabama (the "Subordinate Mortgage") covering the property described as follows:

Lot 1-A-1 according to the Final Plat for Broderick's Resurvey of Lot 1-A, Oak Mountain Center in Map Book 39, Page 48, in the Probate Office of Shelby County, Alabama.

Lender is making a first mortgage loan to Broderick, LLC, an Alabama limited liability company ("BRODERICK") in the principal amount of \$1,139,288.66 (the "Loan"), and BRODERICK has executed and delivered a First Mortgage in favor of Lender to secure the Loan (herein referred to as the "First Mortgage"). It is a condition that to Lender making a loan to BRODERICK that the First Mortgage shall be and remain a lien or charge on the Property be prior to and superior to the Subordinate Mortgage held and owned by KOLLARS.

Lender is willing to make such loan provided its First Mortgage is a lien prior to and superior to the Lien of the Subordinate Mortgage, and provided KOLLARS specifically and unconditionally subordinates the lien of the Subordinate Mortgage described above to the First Mortgage of Lender. KOLLARS has agreed to subordinate its Subordinate Mortgage as herein provided.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make the loan above referenced to, above, it is hereby agreed:

1. **SUBORDINATION:** The First Mortgage securing the Note in favor of Lender referred to above, and any renewals or extensions of same, and the Loan evidenced by the Note, shall be and remain at all times a lien on the Property prior to and superior to the lien of the Subordinate Mortgage held and owned by KOLLARS.
2. **ACKNOWLEDGMENT OF SUBORDINATION:** KOLLARS hereby acknowledges and specifically waives, relinquishes, and subordinates the priority and superiority of its Subordinate Mortgage upon the Property, and KOLLARS understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, loans and advances have been made or will be made to BRODERICK by Lender. KOLLARS acknowledges that advances under the First Mortgage would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.
3. **BINDING EFFECT:** This Agreement shall inure to the benefit and be binding upon the legal representatives, heirs, devisees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have set his hand and seal this ^{14th} ~~30th~~ day of ~~November~~ ^{December}, 2012.

KOLLARS:

BRADFORD F. KOLLARS SD SEP IRA

By: [Signature] [SEAL]

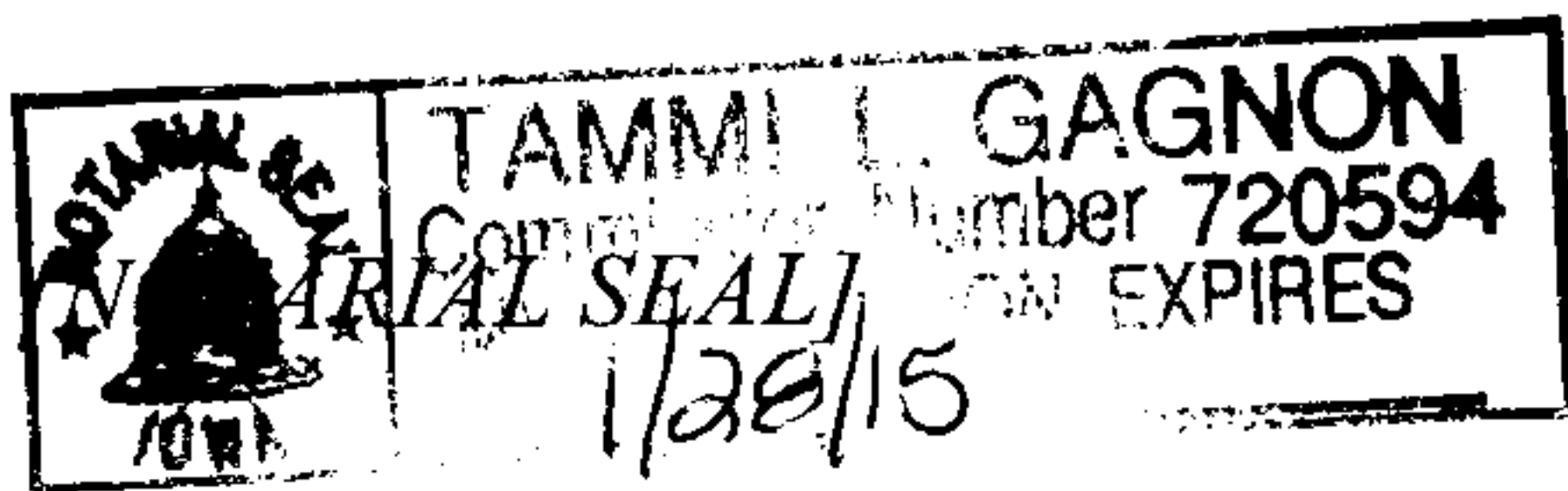
Name: Bradford F. Kollars

Title: Trustee

^{Iowa}
STATE OF ~~ALABAMA~~)
^{Woodbury}
COUNTY OF ~~JEFFERSON~~)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Bradford F. Kollars, whose name as Trustee of **BRADFORD F. KOLLARS SD SEP IRA**, 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 Trustee and with full authority, executed the same for and as the act of said IRA.

Given under my hand and official seal this ^{14th} ~~4th~~ day of December, 2012.



[Signature: Tammi L. Gagnon]
NOTARY PUBLIC
My Commission Expires: 1/28/15

20130111000015170 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
01/11/2013 10:16:37 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 30th day of November, 2012.

LENDER:

BRYANT BANK, an Alabama banking corporation

By: David Agee [SEAL]
Name: David Agee
Title: Vice President

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David Agee, whose name as Vice President of BRYANT BANK, an Alabama banking corporation, 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, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said bank on the same that bears date.

Given my hand and official seal this the 4th day of December, 2012.

[NOTARIAL SEAL]

David Agee
NOTARY PUBLIC

My Commission Expires: 12/28/2015



20130111000015170 3/3 \$18.00
Shelby Cnty Judge of Probate, AL
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