

Prepared by.
BRIDGPORTH & BUNTIN
P. O. Box 241
Southaven, MS 38671
393-4450

P 5/31/07 10:15:21 P2
BK 120 PG 255 P2
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WHEN RECORDED RETURN TO:

This Space Provided for Recorder's Use

Symetra Life Insurance Company
Mortgage Loan Department
PO Box 84066
Seattle, Washington 98124-8466

Loan No. SPLM1669

**SUBORDINATION, NON-DISTURBANCE,
ATTORNMEN T AGREEMENT AND ESTOPPEL CERTIFICATE**

LANDLORD: DIXIE CHICKEN, LLC, a Georgia limited liability company

TENANT: OXFORD FOODS, INC.

LENDER: Symetra Life Insurance Company, a Washington corporation

LEGAL DESCRIPTION (ABBREVIATED): Lot 2, First Revision, Interstate Commons Subdivision, Section 36, Township 1 South, Range 8 West, City of Horn Lake, Desoto County, Mississippi., **ADDITIONAL LEGAL(S) ON PAGE 7**

ASSESSOR'S TAX PARCEL No. 1087-3602.0 00002.00

THIS AGREEMENT, dated this 30th day of April, 2007, between **Symetra Life Insurance Company**, a Washington corporation, whose address for notices is PO Box 84066, Seattle, Washington 98124-8466 (the "**Lender**"), Oxford Foods, Inc., whose address for notices is PO Box 1983, Athens, GA 30603 (the "**Tenant**") and Dixie Chicken, LLC, a Georgia limited liability company, whose address for notices is PO Box 1983, Athens, GA 30603 (the "**Landlord**") with respect to the real property located in DeSoto County, Mississippi more particularly described in Exhibit "A" attached hereto (the "**Property**").

WITNESSETH:

WHEREAS, Lender has made, or is about to make, a loan to Landlord, secured by a mortgage or deed of trust (the "**Deed of Trust**") and an assignment of leases and rents ("**Assignment of Leases**") with respect to the Property (the Deed of Trust, Assignment of Leases and any other documents evidencing or securing the loan are jointly referred to herein as the "**Loan Documents**"); and

WHEREAS, Tenant leases all or a portion of the Property from Landlord pursuant to a lease between Landlord and Tenant dated August 31, 2006 (the "**Lease**") located at 761 Goodman Road, City of Horn Lake, Mississippi (the "**Premises**"); and

WHEREAS, the parties hereto desire to subordinate the Lease to the lien of the Deed of Trust and set forth their agreement as to their respective rights and priorities with respect to the Lease; and

WHEREAS, Tenant has requested that Lender agree not to disturb Tenant's possessory rights in the Premises in the event Lender should foreclose the Deed of Trust, and Tenant is not then in default under the Lease and attorns to Lender or to the purchaser at any foreclosure or trustee's sale of the Property.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby represented and agreed as follows:

1. **Tenant Estoppel.** Tenant represents and warrants to Lender, with the intent that Lender shall rely thereon, that as of the date of this Agreement:

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(a) The Lease (i) has not been amended, replaced or supplemented in any respect except for the following (if not applicable, state "N/A"): N/A

; (ii) is in full force and effect; and (iii) is the only lease or agreement between the Landlord and Tenant with respect to the Premises.

(b) The Tenant has accepted possession and now occupies 3,602 square feet of the Premises. The Premises are as represented by Landlord, and the tenant improvements, space and parking facilities, if any, required to be furnished under the Lease have been completed and furnished and are satisfactory in all respects.

(c) All conditions of the Lease and all obligations to be performed by Landlord prerequisite to the full effectiveness and enforceability of the Lease have been satisfied, and Landlord has fulfilled all of its duties of an inducement nature.

(d) The Lease term began on September 1, 2006, expires on August 31, 2021, and may not be cancelled by Tenant during the term. The rent presently being paid per month under the lease is a base rent of \$13,083.37 plus CAM/expenses of \$0 for a total monthly rent of \$13,083.37. All rentals, charges and other obligations on the part of Tenant under the Lease have been paid to and including May 1, 2007. No rentals, charges or other obligations under the Lease have been prepaid for more than one (1) month.

(e) There are no existing defenses, counterclaims or setoffs which the Tenant has against the rents or charges due or which may become due under the Lease, and Tenant is not entitled to any free rent or any credits or deductions in rent.

(f) Tenant has no right or option in the Lease or in any other document to purchase the Premises or any part thereof.

(g) Tenant is not in default under the Lease, and to the best of Tenant's knowledge, information and belief, Landlord is not in default; and no act, event or condition has occurred, which with notice or lapse of time or both, would constitute a default by Tenant or Landlord under the Lease.

2. Subordination of Lease. Notwithstanding any provision in the Lease to the contrary, the Lease and the leasehold estate created thereby and all of Tenant's rights under the Lease are and shall at all times remain subject, subordinate and inferior (i) to the Deed of Trust and the lien thereof, and (ii) to all rights of Lender under the Deed of Trust, and (iii) to any and all renewals, modifications, consolidations, restructurings, replacements and extensions of the Deed of Trust and (iv) to any future deed of trust or mortgage affecting the Property held by or made for the benefit of Lender (and its successors and assigns) or (v) to any loan or loans made by Lender, or any subsequent increase, modification, replacement, consolidation, extension or refinancing of any such loan, if a purpose of such loan is to refinance the loan secured by the Deed of Trust. Tenant will not cause the Lease to be subordinated to any interests other than those held by Lender (and its successors and assigns) without notice to and written consent of Lender.

3. Notice to Lender; Right to Cure. Tenant agrees to deliver to Lender at the address set forth above (or such other addresses as may be designated from time to time in writing to Tenant by Lender), a copy of any notice given by Tenant to Landlord with respect to (i) a breach by Landlord under the Lease, or (ii) an event or condition which with notice or the lapse of time or both could become a breach by Landlord, at the same time such notice is given to Landlord. Without limiting the foregoing, prior to exercising any remedies for breach of the Lease, Tenant shall provide to Lender a notice of such breach by Landlord at the time and in the manner provided to Landlord and an opportunity to cure such breach for a period no less than thirty days beyond the cure period available to Landlord under the Lease; however, Lender shall have no obligation to cure (and shall have no liability for not curing).

4. Tenant Acknowledgment of Assignment. Tenant acknowledges that the Lease and the rent and other sums due under the Lease have been or will be assigned to Lender pursuant to the Assignment of Leases as security for the loan secured by the Deed of Trust. If Lender should notify Tenant of a default by Landlord under the Loan Documents and demands that Tenant pay rent and all other sums due under the Lease to Lender, Tenant agrees to honor such demand and pay its rent and all other sums due under the Lease as directed by such notice.

5. **Attornment.** In the event of foreclosure of the Deed of Trust, or upon a sale of the Property pursuant to the trustee's power of sale contained in the Deed of Trust, or upon the transfer of the Property by conveyance in lieu of foreclosure (collectively a "Transfer"), so long as Tenant complies with this Agreement and no default has occurred and is continuing under the Lease, the Lease shall continue in full force and effect as a direct lease between the succeeding owner of the Property and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease for the balance of the Lease term. Tenant agrees to attorn to and accept any such successor owner as landlord under the Lease, and to be bound by and perform all of the obligations imposed by the Lease, said attornment to be self-operative, without execution of any further instruments, upon a Transfer. However, Tenant agrees to execute and deliver at any time and from time to time upon request of such successor landlord, any instrument or certificate which may be necessary in any such foreclosure proceeding or otherwise to evidence such attornment.

6. **Non-Disturbance.** Lender, and any successor owner of the Property resulting from a Transfer, will not disturb the possession of the Tenant, its successors and assigns, and will perform and be bound by all of the obligations imposed on the Landlord by the Lease for the balance of the term of the Lease and any extension or renewals thereof, so long as no event of default has occurred and is continuing which would entitle the Landlord to terminate the Lease, or would cause, without further action of the Landlord, the termination of the Lease or would entitle the Landlord to dispossess the Tenant from the Premises; provided, however, that neither Lender nor any successor owner of the Property resulting from a Transfer shall be (i) liable for any act or omission of a prior landlord, (ii) subject to any offsets or defenses which Tenant may have against any prior landlord (including Landlord), (iii) bound by any rent or additional rent which Tenant may have paid in advance to any prior landlord (including Landlord) for a period in excess of one month or by any security deposit, cleaning deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord (including Landlord), or (iv) bound by any amendment, assignment, subletting, renewal, extension or any other agreement made without the consent of Lender.

7. **Acknowledgment of Landlord.** Landlord acknowledges that (a) this Agreement does not constitute a waiver by Lender of any of its rights or remedies under the Loan Documents, or in any way releases Landlord from its obligation under the Loan Documents; (b) the Loan Documents shall remain in full force and effect; and (c) in the event of default by Landlord under the Loan Documents and written demand from Lender to Tenant, Tenant shall pay all rent and other sums then or thereafter due under the Lease directly to Lender.

8. **No Obligation of Lender.** Lender shall have no obligation nor incur any liability for construction of improvements at the Premises for Tenant's use and occupancy.

9. **Notices.** All notices, requests and demands hereunder shall be in writing and deemed to have been duly given, served or received (i) if mailed, on the third day after deposit in the United States Mail, registered or certified, postage prepaid, return receipt requested, or (ii) if delivered by reputable commercial overnight courier (like Federal Express or similar firms), freight prepaid, the next business day after delivery to such courier, in each case addressed to the party at its address set forth herein (or at such other address as shall hereafter be designated in writing by the applicable party to the sender).

10. **Delivery of Certificates.** Tenant shall, from time-to-time, deliver such certificates as Lender shall request as to the continuance of the Lease in effect, as to payment of rents thereunder, and as to such related matters as Lender shall reasonably request.

11. **No Lien on Trade Fixtures of Tenant.** None of the Loan Documents shall be construed as subjecting in any manner to the lien thereof, any trade fixtures, signs or other personal property at any time furnished or installed by Tenant or its subtenants or licensees on or within the portion of the Premises leased to Tenant, regardless of the manner or extent of attachment thereof.

12. **Binding Agreement.** This Agreement shall be binding upon the parties and their respective successors and assigns.

13. **Miscellaneous.** This Agreement supercedes any inconsistent provision in the Lease. Nothing in this Agreement shall be construed to derogate from or in any way impair or affect the lien and charge of the Deed of Trust.

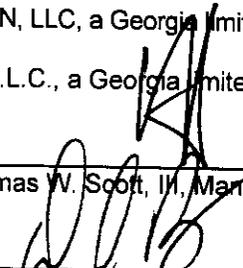
14. **Counterparts.** This Agreement may be executed in separate counterparts all of which shall constitute a single instrument.

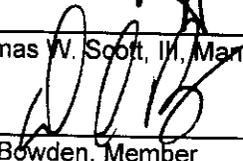
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated above.

"LANDLORD"

DIXIE CHICKEN, LLC, a Georgia limited liability company

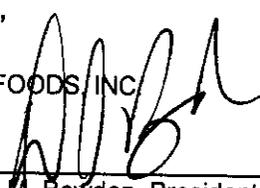
By: Wintom, L.L.C., a Georgia limited liability company, Member

By: 
Thomas W. Scott, III, Manager

By: 
David M. Bowden, Member

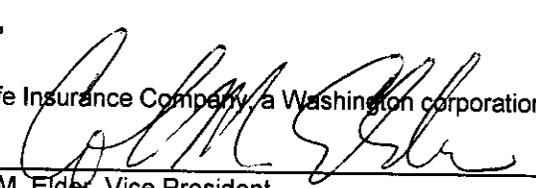
"TENANT"

OXFORD FOODS, INC

By: 
David M. Bowden, President

"LENDER"

Symetra Life Insurance Company, a Washington corporation

By: 
Colin M. Elder, Vice President

(all signatures must be acknowledged)

STATE OF Georgia)
) ss.
COUNTY OF Clarke)

On May 2, 2007 before me, Melodie Tanner, a Notary Public in and for said County and State, personally appeared **Thomas W. Scott**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature: [Signature]
Residing At: 757 Pulaski Athens GA 30601
My Commission Expires: Feb 6, 2010

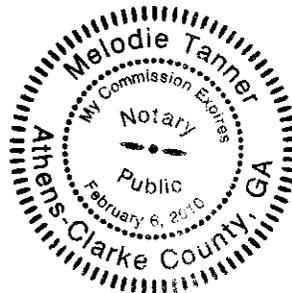


STATE OF Georgia)
) ss.
COUNTY OF Clarke)

On May 3, 2007 before me, Melodie Tanner, a Notary Public in and for said County and State, personally appeared **David M. Bowden**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature: [Signature]
Residing At: 757 Pulaski St Athens, GA 30601
My Commission Expires: Feb 3, 2010

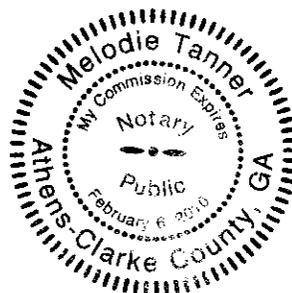


STATE OF Georgia)
) ss.
COUNTY OF Clarke)

On May 3, 2007 before me, Melodie Tanner, a Notary Public in and for said County and State, personally appeared **David M. Bowden**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature: [Signature]
Residing At: 757 Pulaski Athens GA 30601
My Commission Expires: Feb 6, 2010

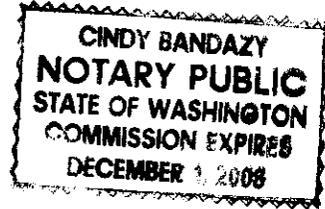


STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On May 11, 2007 before me, Cindy Bandazy, a Notary Public in and for said County and State, personally appeared **Colin M. Elder**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature: Cindy Bandazy
Residing At: Bethell, WA
My Commission Expires: 12/1/08



**EXHIBIT "A" TO SUBORDINATION, NON-DISTURBANCE,
ATTORNMEN AGREEMENT AND ESTOPPEL CERTIFICATE**

(Legal Description of Property)

Land and improvements situated in DeSoto County, State of Mississippi and described as:

Lot 2, First Revision, Interstate Commons Subdivision, in Section 36, Township 1 South, Range 8 West, City of Horn Lake, Desoto County, Mississippi, as shown by plat appearing of record in Plat Book 35, Page 11 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with a 30 foot sign easement along the Northeast property line created by a plat appearing of record in Plat Book 35, Page 11, in the office of the Chancery Clerk of DeSoto County, Mississippi.