

~~WHEN RECORDED MAIL TO:~~

~~First Regional Bank
1801 Century Park East
Los Angeles, CA 90067
Attn: Real Estate Department~~

When recorded mail to:
LandAmerica Financial Group, Inc.
Attn:
1850 N. Central Ave., #300
Phoenix, AZ 85004
Escrow No. 02-541008

- ✓ *TENANT: Sign and date on page 3.*
- ✓ *This document must be notarized.*

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

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement") is executed between First Regional Bank, a California banking corporation, ("Mortgagee") and RGT Foods, Inc., a Mississippi Corporation ("Tenant").

WHEREAS, 5322 Lexington Partners, LLC, a California Limited Liability Company ("Landlord") has entered into a certain lease ("Lease") with Tenant dated November 21, 2007, relating to certain premises located in De Soto County, Mississippi ("Premises"), said Premises being more particularly described in said Lease and being situated on a portion of the real property described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Mortgagee has committed to make a mortgage loan to Landlord in the original principal amount of One Million, Three Hundred Four Thousand Dollars (\$1,304,000) to be secured by a deed of trust (the "Mortgage") which will encumber all of the Premises.

NOW, THEREFORE, it is mutually agreed as follows:

1. To the extent that Tenant's rights and entitlements under the Lease are not diminished or otherwise affected, the Lease is and shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage.

2. In the event that Mortgagee acquires title to the Premises by foreclosure of the Mortgage or by deed in lieu thereof or otherwise, Mortgagee, for itself, its successors or assigns, agrees that Tenant may continue its occupancy of the Premises in accordance with the terms and provisions of the Lease, so long as Tenant continues to pay rent and otherwise to perform its

obligations thereunder provided that the Mortgagee continues to perform its obligations as the Landlord as required under the Lease. Mortgagee agrees not to name Tenant as a party defendant in any foreclosure action.

3. Tenant agrees to attorn to: (a) Mortgagee when in possession of the Premises; (b) a receiver appointed to take possession of the Premises in an action or proceeding to foreclose the Mortgage or otherwise; or (c) any party acquiring title to the Premises as a result of a foreclosure of the Mortgage or, directly or indirectly, by deed in lieu thereof. Tenant further covenants and agrees to execute and deliver, upon request of Mortgagee, or its assigns, an appropriate agreement of attornment with any subsequent titleholder of the Premises.

4. So long as the Mortgage on the Premises remains outstanding and unsatisfied, Tenant will use commercially reasonable efforts to deliver to Mortgagee a copy of all notices permitted or required to be given to Landlord by Tenant pursuant to which the Tenant proposes to abate or reduce the rental payable under the Lease or to terminate or cancel the Lease, and that no such notices to Landlord shall be effective, unless a copy of such notice is also delivered to Mortgagee. At any time before the rights of Landlord shall have been forfeited or adversely affected because of any default or failure of performance under the Lease as therein provided, Mortgagee shall have the right (but not the obligation) to cure such default or failure of performance within thirty (30) days, or a reasonable period of time (whichever is the later to occur), from Mortgagee's receipt of such written notice from Tenant stating the nature of such default or failure of performance. In the event that the nature of the default is non-curable but permits Tenant's continued use of the Premises, Tenant and Mortgagee shall enter into a new lease on terms and conditions consistent with market rates and terms for a period equal to the remaining term thereof, including any option periods.

5. Tenant certifies that the Lease has been duly executed by Tenant; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date; and that Tenant, as of this date, has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other charges due or to become due thereunder.

6. If Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee shall be bound to Tenant under all terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided further, however, that Mortgagee shall not be:

(a) liable for any warranty, act or omission of any prior landlord (including Landlord); or

(b) subject to any offsets or defense which Tenant might have against any prior landlord (including Landlord), where Tenant has failed to comply with the notice requirements as provided in Paragraph 4 herein; or

(c) liable for performance of the covenants under the lease from and after the date Mortgagee conveys title to the Premises to another party.

7. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below their respective signatures.

MORTGAGEE:

First Regional Bank, a California banking corporation

By: Bectie D. Page

Title: Asst. Vice President

Date: May 6, 2008

TENANT: RGT Food, Inc., a Mississippi Corporation

By: [Signature]

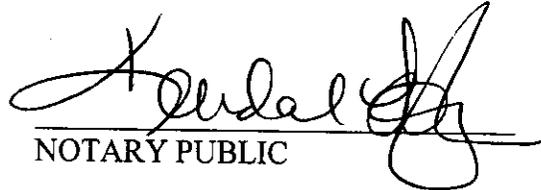
Title: President

Date: 5/12/2008

STATE OF TN
COUNTY OF Shelby

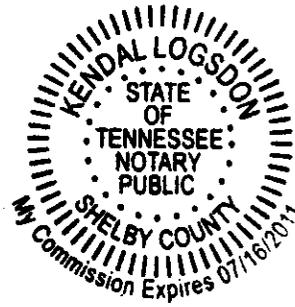
This day personally appeared before me, the undersigned authority in and for said County and State, the within named, Sean A. Tuohy, who acknowledged that he is President of RGT Foods, Inc., and in such capacity signed and delivered the above and foregoing Warranty Deed, he having been first duly authorized so to do, on the day and date for the purposes therein mentioned.

Given under my hand and official seal of office, this the 2nd day of May ~~April~~ 2008.


NOTARY PUBLIC

My Commission Expires:

7-16-2011



This instrument prepared by: First Regional Bank
1801 Century Park East
Los Angeles, CA 90067
Tel: 310 552 1776

7500 Commerce Dr.

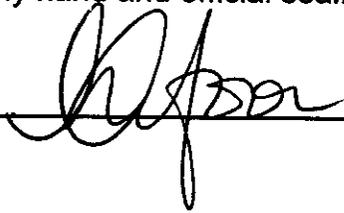
ACKNOWLEDGMENTS

State of CALIFORNIA)
County of LOS ANGELES) ss.

On May 6, 2008 before me, VAIOLINSI LAFO'OU, NOTARY PUBLIC, personally appeared Beckie I. Page, who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

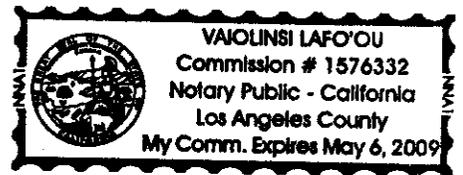


EXHIBIT A

Legal Description

(Type or attach legal description here)

Lot 6, Section "B", Olive Branch Commercial Subdivision, located in Section 29, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, as per plat recorded in Plat Book 47, Page 12, in the Chancery Clerk's Office of DeSoto County, Mississippi.

RETURN TO:
LAWYERS TITLE INSURANCE COMPANY
6363 Poplar Ave. - Suite 408
Memphis, TN 38119
File # MD45737 Attn. Phyllis

Prior Instrument Reference: Vol. ____, Page _____