

STATE OF ALABAMA)
COUNTY OF SHELBY)

PRIOR LIENHOLDER AGREEMENT

This THIRD PARTY LENDER AGREEMENT, dated the 10th day of March, 2000, by and between NATIONAL BANK OF COMMERCE (the "Third Party and Interim Lender") and ALABAMA COMMUNITY DEVELOPMENT CORPORATION, the Certified Development Company (the "CDC"), recites and provides:

RECITALS

STAR CAR CARE, INC. D/B/A TEXACO XPRESS LUBE (the "Borrower") is the owner of the real estate described on the attached Exhibit "A" (the "Real Estate"). Third party and Interim Lender has made (2) loans to Borrower in the aggregate amount of Five Hundred Twenty One Thousand Fifty and No/100 Dollars (\$521,050.00) (the "Third Party and Interim Loans").

The third party loan is secured by a mortgage in the amount of Three Hundred Fourteen Thousand and No/100 Dollars (\$314,900.00) recorded at Instrument No. 1999-33966 and _____. The interim loan is secured by a Mortgage in the amount of Two Hundred Six Thousand One Hundred Fifty and No/100 Dollars (\$206,150.00), recorded at Instrument No. 1999-33967 and _____.

CDC has agreed to make a loan in the amount of Two Hundred Fifteen Thousand and No/100 Dollars (\$215,000.00) (the "504 Loan") to Borrower. The 504 Loan will be secured by a mortgage (the "504 Mortgage"), and UCC Financing Statement to be recorded immediately prior hereto in the Office of the Judge of Probate in Shelby County, Alabama.

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing recitals, the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Balance of Third Party and Interim Lender Loans. At the date hereof, the balance of the third party interim loans is Five Hundred Twenty One Thousand Fifty and No/100 Dollars (\$521,050.00). All loan proceeds have been disbursed. Borrower is current on its payments on the loans and is not in default. Following the making of the 504 Loan, Interim Lender will receive Two Hundred Six Thousand and No/100 Dollars (\$206,150.00) from CDC. Third Party Lender will satisfy as paid (upon receipt of accrued interest) the Interim Note and file a satisfaction of the Interim Mortgage. The 504 Loan and Mortgage and UCC Financing Statement shall then be a second lien junior to the third party lender loan Three Hundred Fourteen Thousand Nine Hundred and No/100 Dollars (\$314,900.00), secured by the Third Party Mortgage and UCC Financing Statement.

2. Subordination of Future Advances and Default Charges. Except for liens arising from reasonable advances under the Third Party and Interim Lender Mortgage intended to preserve the

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Real Estate and made pursuant to the Third Party and Interim Lender Mortgages, any lien securing any sum advanced to the Borrower by Third Party and Interim Lender after the date of this Agreement and any prepayment penalties, late fees, default interest or other default charges in connection with the Third Party and Interim Lender Loans will be subordinate to the lien created by the 504 Mortgage.

3. Waiver of Enforcement of Covenant Not to Encumber the Real Estate. If the Third Party and Interim Lender Mortgage or any document evidencing the Third Party and Interim Lender Loan contains any provision prohibiting Borrower from further encumbering the Real Estate, Third Party and Interim Lender waives its right to enforce any such provision as it might apply to the lien arising from the 504 Mortgage securing or any document evidencing the 504 Loan.

4. Notice of Default Under the Third Party Lender Loan. If a default occurs under the Third Party Lender Mortgage or any document evidencing the Third Party Lender Loan upon which Third Party Lender intends to take action, Third Party Lender will give CDC and the U.S. Small Business Administration (the SBA) written notice of the default within thirty (30) days after the occurrence of the default. After such a default, Third Party Lender will not sell all or any portion of the Real Estate without giving CDC and the SBA 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 CDC, Alabama Community Development Corporation, #3 Office Park Circle, Suite 300, Birmingham, Alabama 35223, Attention: Diane D. Roehrig, and to the SBA at Birmingham District Office, 2121 8th Avenue North, Birmingham, Alabama 35203-2398, Attn: District Counsel.

5. Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective parties to this Agreement and their successors and assigns.

WITNESS the following signatures:

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

By: T. Chris Patty
Its: Vice President

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me in the above jurisdiction this 10th day of March, 2000, by T. Chris Patty, as Vice President of National Bank of Commerce, on behalf of the bank.

[Signature]
NOTARY PUBLIC

My Commission Expires: 05/03/02

[Notary Seal]

Exhibit "A"

Lot 3, according to the Survey of Valleydale Market Place, as recorded in Map Book 16, page 117, in the Probate Office of Shelby County, Alabama.

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