

LOAN NO.: CDC 214 879 4004

State of Alabama
County of Shelby

SUBORDINATION AGREEMENT

WHEREAS, SMALL BUSINESS ADMINISTRATION, an agency of the United States of America having an office at **2120 Riverfront Drive, Suite 100, Little Rock, Arkansas**, (hereinafter "SBA") is the present holder of a Mortgage (hereinafter "SBA Mortgage"), assigned to SBA by The Southern Development Council, Inc. through an Assignment dated May 5, 1999, recorded in Instrument Book ~~1-889-12532~~ Page 1999-20574, in the Office of the Shelby County Judge of Probate, Mortgagor being **Pete's Properties, L.L.C and Airport Texaco, Inc.**. The original Mortgage was executed by Pete's Properties, L.L.C and Airport Texaco, Inc. to secure a Note executed by Pete's Properties, L.L.C and Airport Texaco, Inc. (hereinafter "Borrower") dated May 6, 1999 in the original principal amount of **\$403,000** and now having a principal balance of approximately **\$350,887 as of January 31, 2004**. Said Mortgage was recorded in the Shelby County Probate Office in Real Property Book ~~Instrument~~ Page 1999-20571

WHEREAS, Compass Bank (hereinafter "Lender") wishes to make available funds to the Borrower, in the amount of **Seven Hundred Sixty Nine Thousand Dollars and no/100 (\$769,000)**, to be secured by a Mortgage on the premises which are the subject of the SBA Mortgage; however, Lender is unwilling to do so unless the New Mortgage is superior in position to the SBA Mortgage; and

WHEREAS, SBA has agreed to subordinate the SBA Mortgage to permit the above described financing.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and to induce Lender to make a loan in the amount of **\$769,000** to **Pete's Properties, L.L.C and Airport Texaco, Inc.**, SBA for itself, its successors and assigns hereby covenants and agrees to and with Lender, its successors and assigns, as follows:

1. The SBA Mortgage is and shall continue to be subordinated to the New Mortgage of the Lender, dated September 3, 1998 and recorded in Real Property Book Instrument at Page 1998-35057*, as aforesaid, in an aggregate amount not to exceed **\$769,000** exclusive of protective advances and reasonable costs and attorney fees as allowed by statute plus interest as provided in the Note which is secured by said New Mortgage as if said New Mortgage had been executed, acknowledged, delivered, and recorded prior to the execution by acknowledgment, delivery, and recording of the SBA Mortgage.

2. Lender, by receipt and acceptance of this subordination, agrees that it shall not advance additional sums above the sum of **\$769,000** exclusive of protective advances, and reasonable costs and attorney fees as allowed by statute, plus interest.

3. Lender agrees that, for this Subordination to be effective, Lender must perfect its Mortgage lien in the aforementioned property and this Subordination will be only to such Mortgage lien.

4. Lender covenants that there are no intervening liens of record between the Mortgage lien of SBA and the Mortgage made or to be made by Lender and Lender understands that it is a condition of this Subordination that no such intervening liens exist. If such intervening liens exist, then this Subordination

*as amended by Amendment recorded as Instrument 1998-49826
and as further amended by Second Amendment recorded
herewith. 20040317000135930

shall be void.

5. SBA expressly reserves its rights to foreclose on this or any security, which it may hold.

6. SBA does not subordinate the debt due and expressly reserves the right to accept any and all payments on the indebtedness to it without regard to any sum or sums due and owing to the Lender.

7. The undersigned debtors and makers of the Note hereinabove described, and the undersigned Guarantors of payment of the Note, agree to the aforesaid subordination and agree that said transaction shall in no way discharge or diminish their obligations under their Note, Guaranty, Standby Agreement, and/or any collateral agreements securing the same.

8. If an event of default occurs under the New Mortgage or any document evidencing the Compass Bank Loan, Compass Bank will give SBA and Southern Development Council, Inc. (the CDC) written notice of the event of default within thirty (30) days after the occurrence of the event of default. After an event of default, Compass Bank will not sell all or any portion of the Real Estate without giving SBA and CDC 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 SBA at its Alabama District Office, 801 Tom Martin Drive, Suite 201, Birmingham, AL 35211 Attention: PMD Chief and District Counsel and to CDC, Southern Development Council, Inc. at 8132 Old Federal Road, Montgomery, Alabama 36117, Attention: Portfolio Manager.

This Document may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Subordination Agreement is executed as of this 16 day of March, 2004.

Borrower

Pete's Properties, L.L.C.

Date: 3/16/04

By: Pete A. Shumacher

Its Member

Airport Texaco, Inc

By: Pete A. Shumacher

Its President

Attest:

By: [Signature]

Its [Signature]

Lender
Compass Bank

Date: 3/16/07

By: Brian Ethridge
Its S.V.P.

Date: _____

U. S. Small Business Administration

By: J. Martin Orr
its ASSISTANT DIRECTOR
Commercial Loan Servicing Center - LR

The undersigned Guarantors hereby acknowledge and consent to this Subordination:

Peter A. Shunnarah, Jr.
Peter A. Shunnarah, Jr.

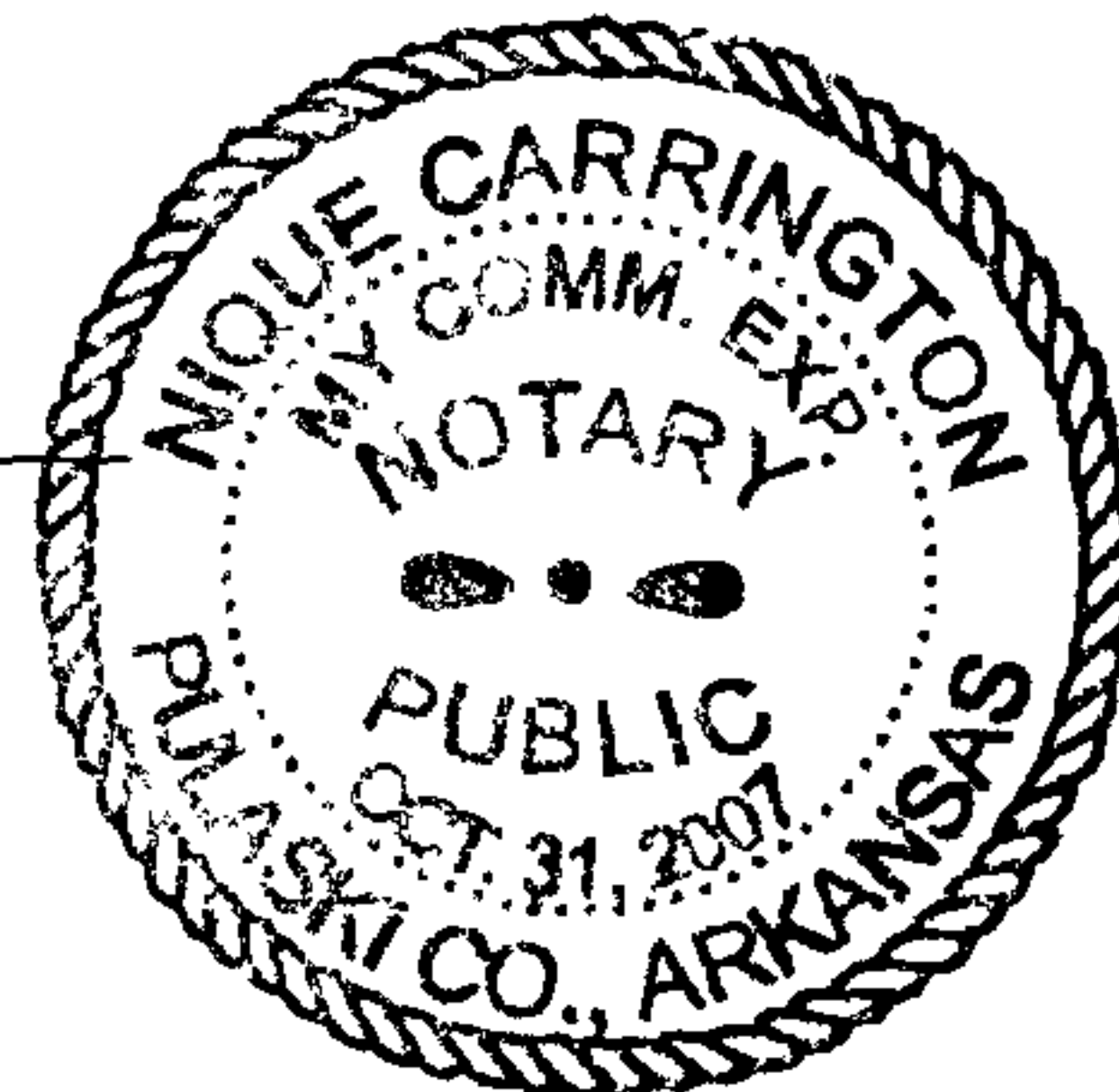
STATE OF ARKANSAS)
COUNTY OF PULASKI)

BEFORE ME, the undersigned authority, on this day personally appeared J. Martin Orr, Assistant Director, Commercial Loan Servicing Center of the **Small Business Administration**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated as the act and deed of the Small Business Administration.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of February, 2004.

My commission expires 10/31/07.

Nicole Carrington
Notary Public in and for
Pulaski County, State of Arkansas



STATE OF ALABAMA
COUNTY OF Telfair

I, the undersigned Notary Public in and for said County and State, do hereby certify that Peter A. Shunnarah, Jr. whose name as member, **Pete's Properties, L.L.C.**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being thoroughly knowledgeable of the contents of the said instrument, he did execute the same voluntarily and with full authority on the date shown.

Given under my hand and official seal on this, the 16 day of March, 2004.

My Commission Expires: 6/7/07

[Signature]
Notary Public

STATE OF ALABAMA
COUNTY OF Tefferson

I, the undersigned Notary Public in and for said County and State, do hereby certify that Peter A. Shumway Jr., whose name as President, **Airport Texaco, Inc.** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being thoroughly knowledgeable of the contents of the said instrument, he did execute the same voluntarily and with full authority on the date shown.

Given under my hand and official seal on this, the 16 day of March, 2004.


Notary Public

My Commission Expires: 6/7/07

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned Notary Public in and for said County and State, do hereby certify that _____, whose name as _____, **Airport Texaco, Inc.** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being thoroughly knowledgeable of the contents of the said instrument, he did execute the same voluntarily and with full authority on the date shown.

Given under my hand and official seal on this, the _____ day of _____, 2004.


Notary Public

My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF Tefferson

I, the undersigned Notary Public in and for said County and State, do hereby certify that Brian E. Thridge, whose name as S. Vice Pres, **Compass Bank** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being thoroughly knowledgeable of the contents of the said instrument, he did execute the same voluntarily and with full authority on the date shown.

Given under my hand and official seal on this, the 16 day of March, 2004.


Notary Public

My Commission Expires: 6/7/07

STATE OF Alabama
COUNTY OF Telford

I, the undersigned Notary Public in and for said County and State, do hereby certify that **Peter A. Shunnarah, Jr.**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being thoroughly knowledgeable of the contents of the said instrument, he did execute the same voluntarily on the date shown.

Given under my hand and official seal on this, the 16 day of March, 2004.

My Commission Expires: 6/7/07


Notary Public

This document prepared by, and following recording should be returned to:
Tamara Y. Lee
Southern Development Council
8132 Old Federal Road
Montgomery, AL 36117
(334) 244-1801