

PRIOR LIENHOLDER'S AGREEMENT

This PRIOR LIENHOLDER'S AGREEMENT is by and between WACHOVIA BANK, National Association, successor by merger to SOUTHTRUST BANK (the "Prior Lienholder") and BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY (hereinafter along with its successors and assigns, the "CDC").

RECITALS

WHEREAS, DOMINION PROPERTIES, INC. (the "Borrower") is the owner of the real estate described on the attached Exhibit A (the "Real Estate"). Prior Lienholder has made a loan in the original principal amount of \$1,751,850.00 (the "Prior Loan"). The Prior Loan is secured by a Mortgage and other documents recorded in Instrument # 20050208000062280 and amended in Instrument # 20050512000229670 in the Office of the Judge of Probate of Shelby County, Alabama (the "Prior Mortgage"). The Prior Loan is further secured by a security interest in the fixtures, equipment and machinery (collectively the "Equipment") owned by Borrower (the "Security Interest").

WHEREAS, CDC has agreed to make a loan in the amount of \$749,000.00 (the "504 Loan") to Borrower. The 504 Loan will be secured by a mortgage (the "504 Mortgage") to be recorded in the Office of the Judge of Probate of Shelby County, Alabama, contemporaneously with this agreement, and a security interest in the Equipment.

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 the Prior Loan. Following the funding of the 504 Loan, Prior Lienholder will receive \$721,350.00 from CDC in accordance with instruction given to CDC by Borrower. Such \$721,350.00 will reduce the note secured by the Prior Mortgage, and Security Interest, and the principal balance of the Prior Loan will upon such reduction be no more than \$1,030,500.00, and will be the only obligation superior to Borrower's obligations to CDC which are secured by the Prior Mortgage, and the Security Interest.

2. Subordination of Future Advances, Prepayment Fees, Late Fees, and Increased Post-Default Interest Fees. Except for advances made for reasonable costs of collection, maintenance and protection of the Prior Mortgage or Security Interest, the Prior Lienholder hereby subordinates to the 504 Loan and the lien(s) securing the 504 Loan (a) any sum advanced to the Borrower by the Prior Lienholder after the date of this Agreement and (b) any prepayment penalties, late fees, and increased default interest in connection with the Prior Loan.

3. Compliance with 504 Loan Program Requirements. Prior Lienholder confirms that the note and all other documents executed in connection with the Prior Loan (a) evidence a loan that does not exceed the principal amount permitted by the Authorization for Debenture Guarantee (SBA 504 Loan) issued by the U.S. Small Business Administration ("SBA") to CDC to assist Borrower, (b) have no open-ended features and allow only future advances for the reasonable

costs of collection, maintenance and protection of the Prior Lienholder's lien thereunder, (c) are not cross-collateralized with any other financing now or hereafter to be provided by Prior Lienholder, (d) have no early call features, (e) are not payable on demand unless the Prior Loan is in default, (f) have a term of at least, and do not require a balloon payment prior to, ten years for a 20-year 504 loan or seven years for a 10-year 504 loan, (g) have a reasonable interest rate that does not, and will not, exceed the maximum interest rate for a third party loan as published by SBA, and (h) do not establish a preference in favor of the Prior Lienholder as compared to CDC or SBA other than the Prior Lienholder's senior lien position. The Prior Lienholder agrees that if any provision in the note or any other document executed in connection with the Prior Loan does not comply with these requirements, then the Prior Lienholder waives its right to enforce any such provision.

4. Waiver of Enforcement of Covenant Not to Encumber the Real Estate. If the Prior Mortgage or any document evidencing the Prior Loan contains any provision prohibiting Borrower from further encumbering the Real Estate, Prior Lienholder 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.

5. Notice of Default Under the Prior Loan. If any default, event of default or delinquency, upon which the Prior Lienholder intends to take action, occurs under the Prior Mortgage or Security Interest or any document executed in connection with the Prior Loan, then the Prior Lienholder agrees to give the CDC and the U.S. Small Business Administration (the "SBA") written notice of such default, event of default or delinquency and the opportunity to cure or to purchase the note evidencing the Prior Loan and the Prior Mortgage prior to foreclosure. Such notice must be given within thirty (30) days after the default, event of default or delinquency upon which the Prior Lienholder intends to take action and at least sixty (60) days prior to the date of any proposed sale and the Prior Lienholder will not sell all or any portion of its collateral without giving the CDC and the SBA such notice. Notice under this Agreement shall be deemed to have been given when sent by certified or registered mail, return receipt requested, addressed, as the case may be, to the CDC, BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY at 110 12th Street North, Birmingham, Alabama 35203, and to the SBA at its Birmingham District Office, 801 Tom Martin Drive, Suite 201, Birmingham, Alabama 35211, Attention: District Counsel.

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

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 7 day of October, 2005.

WACHOVIA BANK, National Association, successor
by merger to SOUTHTRUST BANK

By Mark Matric
(Its VP)

20051018000540820 3/4 \$22.00
Shelby Cnty Judge of Probate, AL
10/18/2005 10:35:16AM FILED/CERT

ACKNOWLEDGED AND CONSENTED TO:

DOMINION PROPERTIES, INC.

By: Donna Crompton
Donna Crompton (Its President)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marko Matic, whose name as Vice President of WACHOVIA BANK, National Association, successor by merger to SOUTHTRUST BANK, a 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/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the 7 day of October, 2005.

William C. Brown
NOTARY PUBLIC
My Commission Expires: 12/14/2008

THIS INSTRUMENT PREPARED BY:
William C. Brown
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor 109 North 20th Street
P.O. Box 11405
Birmingham, Alabama, 35202
(205) 323-4600

EXHIBIT "A"

TO

BORROWER: DOMINION PROPERTIES, INC.
LENDER: BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY

Lot 2, according to the survey of Aultman's Addition to 280, as recorded in Map Book 29, Page 1, in the Probate Office of Shelby County, Alabama.

Together with rights obtained under that certain Declaration of Easement for Ingress and Egress between Bazaar 280, LLC and T. Owen Vickers, that constitute an interest in real estate as recorded in Instrument # 2001-52498.

SUBJECT TO: i) taxes for the year 2005 a lien but not yet payable; ii) Declaration of Easement for storm water drainage system as recorded in Instrument # 201-52499 in the Probate Office of Shelby County, Alabama; iii) Access and Maintenance Agreement as recorded in Instrument # 2002-8985 in the Probate Office of Shelby County, Alabama; iv) Right of Way granted to Shelby County as recorded in Deed Book 95, Page 519 in the Probate Office of Shelby County, Alabama; v) Deed to the State of Alabama as recorded in Deed Book 253, Page 844 in the Probate Office of Shelby County, Alabama; vi) Covenant and agreement for water service as recorded in Real Volume 235, Page 574 in the Probate Office of Shelby County, Alabama; vii) Terms, provisions, covenants, conditions, agreements, restrictions, easements, charges, assessments and liens as set out in the Covenants, Conditions and Restrictions as recorded in Real Volume 314, Page 506; Instrument # 1996-0531; Instrument # 1996-0532; Instrument # 2000-38942; Instrument # 2001-35832 and Instrument # 20020911000436060 in the Probate Office of Shelby County, Alabama; viii) Terms, provisions, covenants, conditions, restrictions and easements in the Access Easement as recorded in Instrument # 2001-29083; ix) Ordinance with the City of Hoover as recorded in Instrument # 1996-31888 and in Instrument # 1996-9314 in the Probate Office of Shelby County, Alabama; x) Declaration of Easement for Ingress and Egress recorded in Instrument # 2001-52498 in the Probate Office of Shelby County, Alabama; xi) Title to all mineral within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Instrument # 2001-48649 in the Probate Office of Shelby County, Alabama; and xii) mineral and mining rights not owned by Borrower.