

PRIOR LIENHOLDER'S AGREEMENT

This PRIOR LIENHOLDER'S AGREEMENT is by and between COMPASS BANK (the "Prior Lienholder") and SOUTHERN DEVELOPMENT COUNCIL, INC. (hereinafter along with its successors and assigns, the "CDC").

RECITALS

WHEREAS, PETE'S PROPERTIES, L.L.C. and AIRPORT TEXACO, 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 \$1,038,400.00 (the "Prior Loan"). The Prior Loan is secured by a first Mortgage dated September 3, 1998 and recorded in Instrument No. 1998-35057 as amended by Instrument No. 1998-49806 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 equipment and machinery (the "Equipment") owned by Borrower (the "Security Interest").

WHEREAS, CDC has agreed to make a loan in the amount of \$403,000.00 (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 \$389,400.00 from CDC in accordance with instruction given to CDC by Borrower. Such \$389,400.00 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 \$649,000.00, and will be the only obligation superior to Borrower's obligations to CDC which are secured by the Mortgage, and the Security Interest.

2. Subordination of Future Advances, Prepayment Fees, Late Fees, and Increased Post-Default Interest Fees. Except for liens arising from advances under the Prior Mortgage or Security Interest intended to preserve the Real Estate or Equipment and made pursuant to the Prior Mortgage or Security Interest, any lien securing any sum advanced to Borrower by Prior Lienholder after the date of this Agreement, any prepayment fees, any late fees, and any increased post-default interest fees will be subordinate to the lien created by the 504 Mortgage and the security interest in favor of CDC in the Equipment.

3. 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.

4. Notice of Default Under the Prior Loan. If an event of default occurs under the Prior Mortgage or any document evidencing the Prior Loan, Prior Lienholder will give CDC and the U.S. Small Business Administration (the SBA) written notice of the event of default within thirty (30) days after the occurrence of the event of default. After an event of default, Prior Lienholder 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, SOUTHERN DEVELOPMENT COUNCIL, INC. at 4101-C Wall Street, Birmingham, Alabama, 36106, and to the SBA at its Birmingham District Office, Suite 200, 2121 Eighth Avenue North, Birmingham, Alabama 35203-2398, Attention: 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.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 6 day of May, 1999.

COMPASS BANK

By Brian Ethridge
Brian Ethridge (Vice President)

ACKNOWLEDGED AND CONSENTED TO:

PETE'S PROPERTIES, L.L.C.

By: Peter A. Shunnarah, Jr.
Peter A. Shunnarah, Jr. (Its Member)

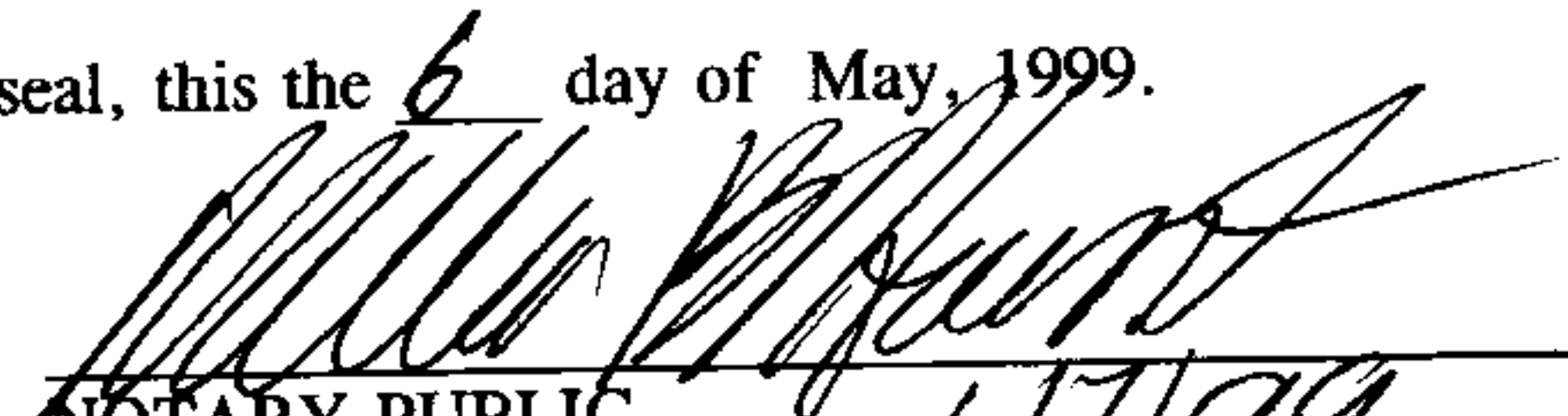
AIRPORT TEXACO, INC.

By: Peter A. Shunnarah, Jr.
Peter A. Shunnarah, Jr. (Its President)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brian Ethridge, whose name as Vice President of COMPASS 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, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation.

Given under my hand and official seal, this the 6 day of May, 1999.



NOTARY PUBLIC
My Commission Expires: 6/17/99

THIS INSTRUMENT PREPARED BY:
William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor 109 North 20th Street
P.O. Box 370027
Birmingham, Alabama, 35237-0027
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EXHIBIT "A"

TO

**MORTGAGE
AFFIDAVIT AND INDEMNITY
LESSOR'S AGREEMENT
ASSIGNMENT OF LEASE
FINANCING STATEMENT (UCC-1)
PRIOR LIENHOLDER'S AGREEMENT
ASSIGNMENT OF LEASES AND RENTS
ESTOPPEL CERTIFICATE AND ATTORNMENMENT AGREEMENT
HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT**

**BORROWER: PETE'S PROPERTIES, L.L.C. and AIRPORT TEXACO, INC.
LENDER: SOUTHERN DEVELOPMENT COUNCIL, INC.**

PARCEL I:

Commence at the Southeast Corner of Lot 2 of AIRPARK PLAZA as recorded in Map Book 19, Page 36, in the Office of the Judge of Probate of Shelby County, Alabama; thence run Southeasterly along the Westerly right of way of Interstate No. 65 a distance of 354.32 feet to the Southeast corner of a mobile home sales lot; thence right 104 degrees, 25 minutes, 43 seconds Southwesterly along the South line of said mobile home sales lot a distance of 58.82 feet to the Point of Beginning; thence left 46 degrees, 05 minutes, 32 seconds radial Southwesterly a distance of 416.41 feet to a point on a curve to the left concave Southwesterly with a radius of 412.39 feet, a central angle of 27 degrees, 20 minutes, 00 seconds and a chord distance of 194.87 feet; thence turn right 76 degrees, 20 minutes, 00 seconds to the chord of said curve and run Northerly, then Westerly along the arc of said curve 196.73 feet; thence turn right 74 degrees, 14 minutes, 54 seconds from the prolongation of said curve chord Northerly a distance of 10.27 feet along the proposed East Right of Way of Shelby County Highway No. 87; thence turn left 45 degrees, 00 minutes, 00 seconds, Northwesterly a distance of 70.71 feet along the proposed East right of way of Shelby County Highway No. 87; thence turn right 45 degrees, 00 minutes, 00 seconds Northerly a distance of 135.30 feet along the proposed East right of way of Shelby County Highway No. 87; thence turn right 75 degrees, 30 minutes, 37 seconds, Northeasterly a distance of 456.61 feet along the South line of the aforesaid mobile home sales lot.

EXHIBIT "A" (continued)

PARCEL II - EASEMENT:

Commence at the Southeast corner of Lot 2 of AIRPARK PLAZA as recorded in Map Book 19, Page 36, in the Office of the Judge of Probate of Shelby County, Alabama; thence run Southeasterly along the westerly right of way of Interstate No. 65, a distance of 354.32 feet to the Southeast corner of a mobile home sales lot; thence right 104 degrees, 25 minutes, 43 seconds Southwesterly along the South line of said mobile home sales lot a distance of 58.82 feet to a point "A"; thence left 46 degrees, 05 minutes, 32 seconds radial Southwesterly a distance of 416.41 feet to a point on a curve to the left concave Southwesterly with a radius of 412.39 feet, a central angle of 27 degrees, 20 minutes, 00 seconds and a chord distance of 194.87 feet; thence turn right 76 degrees, 20 minutes, 00 seconds to the chord of said curve and run Northerly, then Westerly along the arc of said curve 196.73 feet; to the point of beginning of the herein described easement; thence continue Westerly along the projection of said described curve 140 feet, more or less, to the Easterly right of way of Shelby County Highway No. 87; thence turn 105 degrees, 00 minutes right, more or less, Northeasterly 190 feet, more or less, along the Easterly right of way of Shelby County Highway No. 87; thence right 62 degrees, 00 minutes, more or less, easterly 45 feet more or less to a point being 456.61 feet Westerly of the aforesaid point "A"; thence right 104 degrees, 29 minutes, 23 seconds Southerly along the proposed new Shelby County Highway 87 right of way a distance of 135.30 feet; thence left 45 degrees, 00 minutes, 00 seconds Southeasterly along the proposed new Shelby County Highway 87 right of way a distance of 70.71 feet; thence right 45 degrees, 00 minutes, 00 seconds Southerly 10.27 feet along the proposed new Shelby County Highway 87 right of way to the point of beginning.

SUBJECT TO: i) taxes for the year 1999 a lien but not yet payable; ii) restrictions and covenants appearing of record in Volume 352, page 818; iii) minerals within and underlying the premises, together with all mining rights and other privileges and immunities relating thereto as recorded in Volume 352, page 818; iv) easement given by I-65 Investment Properties in favor of Peter Shunnarah and PETE'S PROPERTIES, L.L.C. as recorded in Instrument No 1998-35055; v) mortgage to Compass Bank dated September 3, 1998, and recorded in Instrument No. 1998-35057 as amended by Instrument No. 1998-49806; and vi) Power lines and 100 foot Alabama Power Company right of way as shown on survey of Bart Carr, dated September 29, 1998.

Inst # 1999-20575

05/14/1999-20575
04:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 HKS 18.50