

PRIOR LIENHOLDER'S AGREEMENT

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

WHEREAS, WILSON OIL COMPANY, 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 \$1,110,100.00 (the "Prior Loan"). The Prior Loan is secured by a first Mortgage originally dated July 27, 1998 and recorded in Instrument No. 1998-29317, 1998-38693 and 1999-26302 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 \$473,000.00 (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.

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 \$457,100.00 from CDC in accordance with instruction given to CDC by Borrower. Such \$457,100.00 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 \$653,000.00, 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

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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 8132 Old Federal Road, Montgomery, Alabama, 36117, 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.

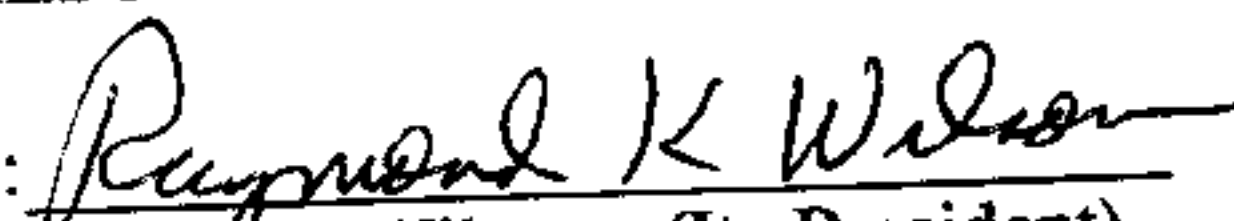
IN WITNESS WHEREOF, We have hereunto set our hands and seals this 10 day of December, 1999.

THE BANK

By 
John Bentley (Its Vice President)

ACKNOWLEDGED AND CONSENTED TO:

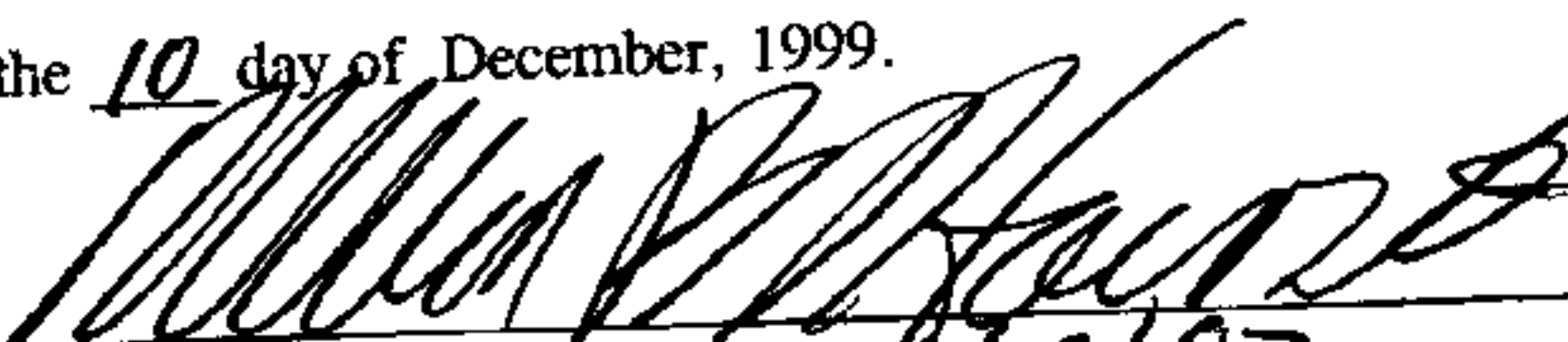
WILSON OIL COMPANY, INC.

By: 
Raymond K. Wilson (Its President)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John Bentley, whose name as Vice President of THE 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 10 day of December, 1999.


NOTARY PUBLIC
My Commission Expires: 6/7/03

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
(205) 328-4600

EXHIBIT "A"

TO

**MORTGAGE
FINANCING STATEMENT (UCC-1)
PRIOR LIENHOLDER'S AGREEMENT
HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT**

**BORROWER:
LENDER:**

**WILSON OIL COMPANY, INC.
SOUTHERN DEVELOPMENT COUNCIL, INC.**

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A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 29, Township 21 South, Range 2 West, being more particularly described as follows:

Commence at the SE corner of the NW 1/4 of the SW 1/4 of Section 29, Township 21 South, Range 2 West; thence North 0 degrees 33 minutes 00 seconds West for a distance of 399.41 feet to the point of beginning; thence continue along the last described course for a distance of 198.67 feet; thence South 87 degrees 40 minutes 52 seconds West for a distance of 236.99 feet to a point on the Easterly right of way line of Interstate Highway Number 65, also a part on a curve to the right having a central angle of 30 degrees 36 minutes 07 seconds and a radius of 379.18 feet, said curve having a chord bearing South 16 degrees 28 minutes 36 seconds West and a chord distance of 200.12 feet; thence along the arc of said curve and along said right of way line for a distance of 202.52 feet; thence North 89 degrees 27 minutes 00 seconds East and leaving said right of way for a distance of 295.47 feet to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO: i) taxes and assessments for 1999 a lien but not yet payable; ii) right-of-way to Calera Water Board recorded as Instrument 1997-13083; and iii) restrictions, covenants and conditions as set out in instrument 1995-1953.

Ex.a 12/8/99 6:35PM

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