

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").

WHEREAS, D C 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 \$888,250.00 (the "Prior Loan"). The Prior Loan is secured by a first Mortgage dated October 26, 1999 and recorded as Instrument 1999-44430 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 \$379,000.00 (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 \$365,750.00 from CDC in accordance with instruction given to CDC by Borrower. Such \$365,750.00 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 \$522,500.00, 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 8132 Old Federal Road, Montgomery, Alabama, 36116-8007, 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 3 day of May, 2000.

COMPASS BANK

By Brian Etheridge
(Its Vice President)

ACKNOWLEDGED AND CONSENTED TO:

D C OIL COMPANY, INC.

By: Richard D. Collins
Richard D. Collins (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 Etheridge, 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/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 3 day of May, 2000.

[Signature]
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
AFFIDAVIT AND AGREEMENT
FINANCING STATEMENT (UCC-1)
PRIOR LIENHOLDER'S AGREEMENT
HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT**

**BORROWER:
LENDER:**

**D C OIL COMPANY, INC.
SOUTHERN DEVELOPMENT COUNCIL, INC.**

Commencing at concrete monument found at the Northeast corner of a tract of land, said point also at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South 51°55'00" West along said West right of way a distance of 63.00 feet to a capped rebar found; thence continue along said West right of way with a curve turning to the left with an arc length of 344.99 feet, with a radius of 1717.04 feet, with a chord bearing of South 46°09'39" West with a chord length of 344.41 feet to a 5/8" rebar set and the point of beginning; thence continue along said West right of way with a curve turning to the left with an arc length of 115.02 feet, with a radius 1717.04 feet, with a chord bearing of South 38°29'09" West, with a chord length of 115.00 feet to a 5/8" rebar set; thence South 36°34'00" West along said West right of way a distance of 14.71 feet to a 5/8" rebar set; thence South 67°07'56" West along said West right of way a distance of 103.33 feet to a 5/8" rebar set at the intersection of the North right of way of Shelby County Road No. 68; thence North 82°18'08" West along said North right of way a distance of 104.00 feet to a 5/8" rebar set; thence North 07°41'52" East a distance of 134.03 feet to a 5/8" rebar set; thence North 36°34'43" East a distance of 151.02 feet to a 5/8" rebar set; thence South 53°33'00" East a distance of 212.15 feet to the point of beginning. Said described property lies in the SE ¼ of Section 25 and the NE ¼ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

EASEMENT #1: (Permanent Ingress, Egress and Utility Easement)

Commencing at concrete monument found at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South 51°55'00" West along said West right of way a distance of 63.00 feet to a capped rebar found; thence along said West right of way with a curve turning to the left with an arc length 344.99 feet, a radius of 1717.04 feet and a delta angle of 30°30'43" to a point; thence North 53°33'30" West and leaving said highway right of way, run a distance of 212.15 feet to a point; South 36°34'43" West run 151.02 feet to a point; thence South 07°41'52" West run 87.93 feet to the point of beginning of Easement #1, which is an ingress, egress and utility easement; thence continue along the last described course for 46.10 feet to a point on the North right of way line of Shelby County Highway No. 68; thence North 82°18'08" West run 20.00 feet to a point; thence North 07°41'52" East and leaving said right of way run 46.10 feet to a point; thence South 82°18'09" East run 20.00 feet to the point of beginning.

Said described property lies in the SE ¼ of Section 25 and the NE ¼ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

EXHIBIT "A" (continued)

EASEMENT #2: (Permanent ingress and egress)

Commencing at concrete monument found at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South 51°55'00" West along said West right of way a distance of 63.00 feet to a capped rebar found; thence along said West right of way with a curve turning to the left with an arc length of 344.99 feet, a radius of 1717.04 feet and a delta angle of 30°30'43" to a point; thence North 53°33'30" West and leaving said highway right of way, run a distance of 212.15 feet to a point; South 36°34'43" West run 151.02 feet to a point; thence South 07°41'52" West run 87.93 feet to the point of beginning of Easement #2, which is a permanent driveway easement; thence continue along the last described course for 46.10 feet to a point on the North right of way line of Shelby County Highway No. 68; thence South 82°18'08" East run 20.00 feet to a point; thence North 07°41'52" East and leaving said right of way run 46.10 feet to a point; thence North 82°18'09" West run 20.00 feet to the point of beginning.

Said described property lies in the SE ¼ of Section 25 and the NE ¼ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

EASEMENT #3: (Ingress, egress and utility easement)

Commencing at concrete monument found at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South 51°55'00" West along said West right of way a distance of 63.00 feet to a capped rebar found; thence along said West right of way with a curve turning to the left with an arc length of 344.99 feet, a radius of 1717.04 feet and a delta angle of 30°30'43" to a point of beginning of Easement #3, an ingress, egress and utility easement; thence North 53°33'30" West and leaving said highway right of way, run a distance of 121.15 feet to a point; thence North 36°27'00" East and run 31.30 feet to a point; thence South 00°00'00" West run 75.74 feet to a point; thence South 08°31'51" West run 77.62 feet to a point on the West right of way of said Shelby County Highway #11, being a point on a curve to the left having a radius of 1717.04, a delta angle of 01°24'05", thence run along the arc of said curve and said right of way a distance of 42.90 feet to the point of beginning.

Said described property lies in the SE ¼ of Section 25 and the NE ¼ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

Inst # 2000-15765

ex.a 10/11/99 8:11AM

05/12/2000-15765
11:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 16.00