

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, 2 AZIANS, 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 \$1,360,000.00 (the "Prior Loan"). The Prior Loan is secured by a first Mortgage dated January 20, 2000 and recorded as Instrument # 2000-03810, 2000-03811, and 2000-03812 in the Office of the Judge of Probate of Shelby County, Alabama (the "Prior Mortgage").

WHEREAS, CDC has agreed to make a loan in the amount of \$578,000.00 (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.

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 \$560,000.00 from CDC in accordance with instruction given to CDC by Borrower. Such \$560,000.00 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 \$800,000.00, 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. Further Prior Lienholder agrees to abide by the terms of the SBA Authorization pertaining to this loan which are applicable to Prior Lienholder

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, 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 26 day of September, 2000.

COMPASS BANK

By Brian Ethridge
(Its Vice President)

ACKNOWLEDGED AND CONSENTED TO:

2 AZIANS, INC.

By: Hien Van Huynh
Hien Van Huynh (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/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 26 day of September, 2000.

William B. Hairston III
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
LIEN AFFIDAVIT
PRIOR LIENHOLDER'S AGREEMENT
HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT

BORROWER: 2 AZIANS, INC.
LENDER: SOUTHERN DEVELOPMENT COUNCIL, INC.

A Parcel of land located in the E 1/2 of the NW 1/4 of Section 20, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

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Commence at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 20 and run in an Easterly direction along the Southern boundary line of said quarter-quarter for a distance of 1,323.70 feet to the point of beginning; thence turn an interior angle left 92 degrees, 07 minutes, 23 seconds and run in a Southerly direction 636.41 feet to the Northern right of way line of Shelby County Highway #10 having variable width right of way and the beginning of a curve to the right, said curve having a radius of 1,949.86 feet, a central angle of 05 degrees, 04 minutes, 37 seconds, a chord distance of 172.72 feet and an interior chord angle to the right 98 degrees, 11 minutes, 12 seconds; thence run in a Southeasterly direction along the arc of said curve for a distance of 172.78 feet; thence leaving said curve turn an exterior angle to the left from said chord 177 degrees, 27 minutes, 43 seconds and continue along said right of way in a Southeasterly direction for a distance of 103.10 feet; thence turn an exterior angle to the left 90 degrees, 00 minutes, 00 seconds and continue along said right of way line in a Southwesterly direction for a distance of 10.00 feet to the beginning of a curve to the right, said curve having a radius of 1,175.92 feet, a central angle of 05 degrees, 55 minutes, 08 seconds, a chord distance of 121.42 feet and an interior chord angle to the right 92 degrees, 57 minutes, 34 seconds; thence run in a Southeasterly direction along the arc of said curve for a distance of 121.48 feet to the point of right of way intersection of Shelby County Highway #10 and County Road #17; thence leaving Shelby County Highway #10 right of way and said curve, turn an interior angle to the right from said chord 79 degrees, 20 minutes, 54 seconds and run in a Northeasterly direction along the variable width Western right of way line of County Road #17 for a distance of 71.91 feet; thence turn an interior angle to the right 141 degrees, 13 minutes, 21 seconds and run in a Northwesterly direction along County Road #17 right of way for a distance of 90.00 feet; thence turn an interior angle to the right 90 degrees, 00 minutes, 00 seconds and run in a Southwesterly direction along said right of way line for a distance of 5.00 feet and the beginning of a curve to the right, said curve having a radius of 1,394.19 feet; a central angle of 19 degrees, 58 minutes, 00 seconds, a chord distance of 483.40 feet and an exterior chord angle to the left 80 degrees, 01 minutes, 00 seconds; thence run in a Northwesterly direction along the arc of said curve and said right of way line for a distance of 485.85 feet; thence leaving said curve turn an interior angle to the right from chord 99 degrees, 59 minutes, 00 seconds and run in a Southwesterly direction along said right of way line for a distance of 5.00 feet; thence turn an exterior angle to the left 90 degrees, 00 minutes, 00 seconds and run in a Northwesterly direction along said right of way line for a distance of 176.53 feet; thence leaving said right of way line of County Road #17 turn an interior angle to the right 111 degrees, 15 minutes, 35 seconds and run in a Northwesterly direction for a distance of 72.97 feet; thence turn an interior angle to the right 84 degrees, 31 minutes, 08 seconds and run in a Southerly direction for a distance of 54.03 feet and the point of beginning.

Ex.a 9/18/00 8:29AM

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