

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, LESLIE HOWARD GREEN (also known as LESLIE H. GREEN) (doing business as PELHAM TEXACO) and SUSAN GREEN (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 current original principal amount of \$935,000.00 (the "Prior Loan"). The Prior Loan was and is secured by a first Mortgage dated May 23, 2001 and recorded as Instrument 2001-21380 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 \$399,000.00 (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 \$385,000.00 from CDC in accordance with instruction given to CDC by Borrower. Such \$385,000.00 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 \$550,000.00, 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 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, SOUTHERN DEVELOPMENT COUNCIL, INC. at 8132 Old Federal Road, Montgomery, Alabama, 36117-8007, and to the SBA at its Birmingham District Office, 801 Tom Martin Drive, Suite 201, Birmingham, Alabama 35211, Attention: District Counsel.

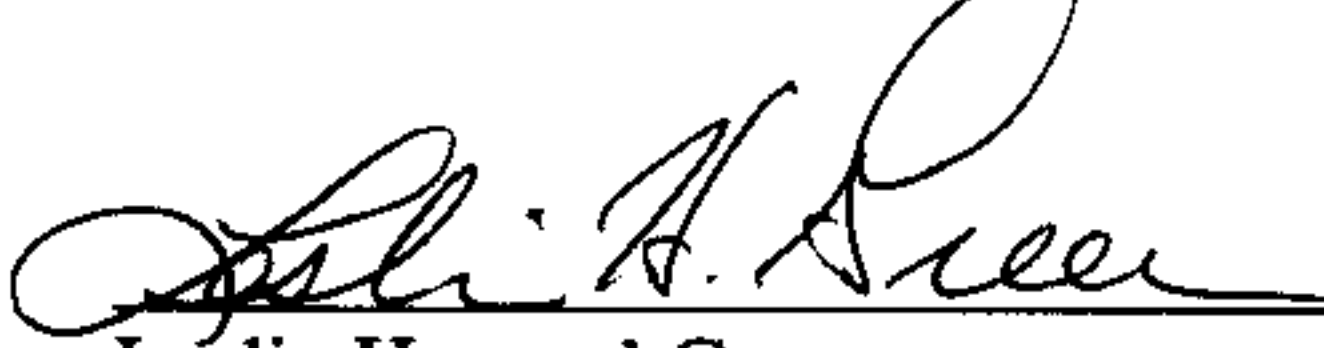
5. Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective parties to this Agreement and their successors and assigns.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 2 day of April, 2002.

COMPASS BANK

By Brian Othoff
(Its Vice President)

ACKNOWLEDGED AND CONSENTED TO:



Leslie Howard Green
(also known as Leslie H. Green)

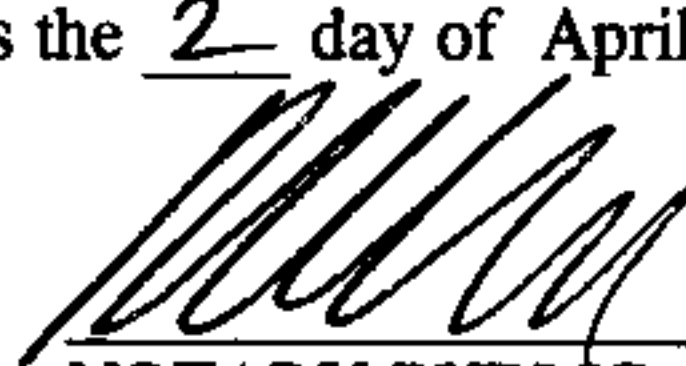


Susan Green

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brian
Embridge, 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 2 day of April, 2002.


NOTARY PUBLIC
My Commission Expires: 6/1/03

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 INDEMNITY
PRIOR LIENHOLDER'S AGREEMENT
HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT

BORROWER: LESLIE HOWARD GREEN (also known as LESLIE H. GREEN) (doing business as PELHAM TEXACO) and SUSAN GREEN

LENDER: SOUTHERN DEVELOPMENT COUNCIL, INC.

A parcel of land situated in Shelby County, Alabama, and being more particularly described as follows:

Commencing at the NE corner of Section 23, Township 20 South, Range 3 West, and run South 01 degrees, 56 minutes, 10 seconds East for 1331.10 feet; thence South 25 degrees, 52 minutes, 51 seconds East run 38.63 feet; thence South 88 degrees, 18 minutes, 13 seconds West run 513.00 feet to the centerline of Buck Creek; thence North 11 degrees, 10 minutes, 19 seconds West and along the centerline of said Buck Creek for 127.64 feet; thence North 39 degrees, 59 minutes, 43 seconds West and continue along the centerline of Buck Creek for 151.69 feet; thence North 58 degrees, 04 minutes, 53 seconds East and leaving said centerline of Buck Creek run 369.61 feet; thence North 58 degrees, 04 minutes, 53 seconds East run 134.49 feet to the Southwesterly right-of-way line of Shelby County Highway No. 52, (80' R.O.W.); thence North 35 degrees, 43 minutes, 32 seconds West and along said R.O.W. run 40.08 feet; thence North 29 degrees, 38 minutes, 12 seconds West and along said R.O.W. run 223.15 feet to the point of beginning; thence South 62 degrees, 34 minutes, 35 seconds West and leaving said R.O.W. run 197.77 feet; thence North 30 degrees, 02 minutes, 43 seconds West run 213.37 feet to the Southerly R.O.W. line of Shelby County Highway No. 52; thence North 67 degrees, 16 minutes, 36 seconds East and along said R.O.W. run 103.17 feet to the point of a curve to the right, said curve having a radius of 110.00 feet, a central angle of 83 degrees, 04 minutes, 19 seconds and an arc length of 159.49 feet, said arc being subtended by a chord which bears North 71 degrees, 10 minutes, 26 seconds West and a chord distance of 145.88 feet; thence South 29 degrees, 38 minutes, 12 seconds East and continue along said R.O.W. run 98.44 feet to the point of beginning.

SUBJECT TO: i) taxes and assessments for 2002, a lien but not yet payable; ii) easement to Colonial Pipe Line Company as recorded in Deed Book 224, page 983, and Deed Book 311, page 468; iii) right of way to Shelby County as recorded in Deed Book 135, page 399; and iv) easement reserved in Instrument 2001-21380

Ex.a 3/27/02 12:04PM

Inst # 2002-15719
04/04/2002-15719
11:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 20.00