

PRIOR LIENHOLDER'S AGREEMENT

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

RECITALS

WHEREAS, AUM PROPERTIES, L.L.C. (also known as AUM PROPERTIES, LLC) (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 \$3,487,000.00 (the "Prior Loan"). The Prior Loan is secured by a Mortgage recorded in Instruments No. 2001-21524, 2001-20883, 2001-21523, and 2001-20883 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 \$1,217,000.00 (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 \$1,181,000.00 from CDC in accordance with instruction given to CDC by Borrower. Such \$1,181,000.00 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 \$2,306,000.00, 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, and to the SBA at its Birmingham District Office, 801 Tom Martin Drive, Suite 201, Birmingham, Alabama 35211, Attention: District Counsel.

6. 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 August, 2002.

THE MONEY STORE COMMERCIAL
MORTGAGE, INC.

By [Signature]
(Its Processing Manager)

ACKNOWLEDGED AND CONSENTED TO:

AUM PROPERTIES, L.L.C. (also known as
AUM PROPERTIES, LLC)

By: Hina Rakesh Patel

Hina Rakesh Patel

(Its Member and Manager)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Julie Wright, whose name as Processing Manager of THE MONEY STORE COMMERCIAL MORTGAGE, INC., 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 August, 2002.

[Signature]
NOTARY PUBLIC

My Commission Expires: Feb. 3, 2006

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

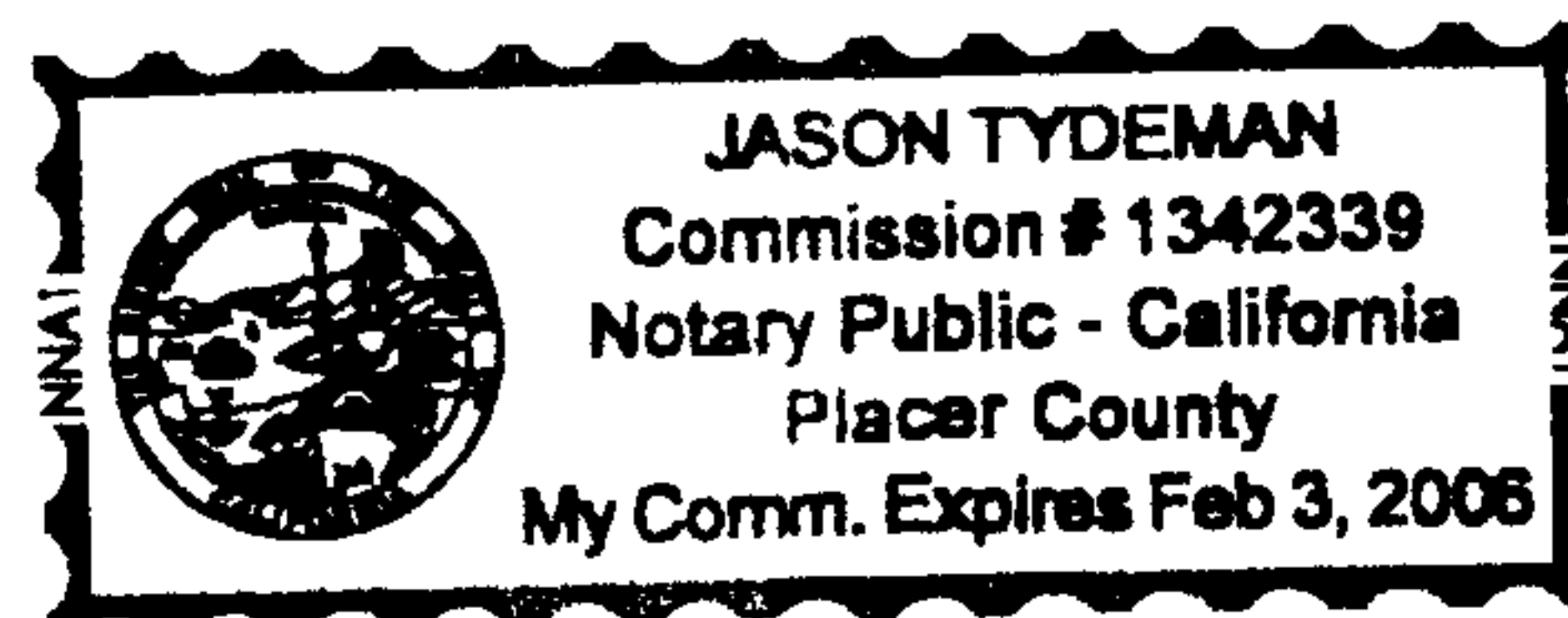


EXHIBIT "A"
TO
MORTGAGE
LESSOR'S AGREEMENT
ASSIGNMENT OF LEASE
PRIOR LIENHOLDER'S AGREEMENT
ASSIGNMENT OF LEASES AND RENTS
ESTOPPEL CERTIFICATE AND ATTORNMENMENT AGREEMENT
HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT

BORROWER: AUM PROPERTIES, L.L.C. (also known as AUM PROPERTIES, LLC)
LENDER: SOUTHERN DEVELOPMENT COUNCIL, INC.

PATEL I PROPERTY:

A parcel of land located in the Southwest Quarter of Section 31, Township 19 South and the Northwest Quarter of Section 6, Township 20 South, Range 2 West, City of Pelham, Shelby County, Alabama; being more particularly described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet to the Point of Beginning; thence continue Southwesterly along the same course 418.06 feet; thence right 91 degrees 31 minutes 00 seconds Northwesterly 213.78 feet; thence right 115 degrees 06 minutes 05 seconds Easterly 129.88 feet; thence left 90 degrees 00 minutes 00 seconds Northerly 69.00 feet; thence right 83 degrees 45 minutes 35 seconds Northeasterly 151.35 feet; thence right 00 degrees 29 minutes 40 seconds Easterly 129.18 feet; thence left 86 degrees 49 minutes 01 seconds Northerly 75.46 feet; thence left 90 degrees 00 minutes 00 seconds Westerly 3.00 feet; thence right 90 degrees 00 minutes 00 seconds Northerly 83.61 feet; thence left 97 degrees 15 minutes 13 seconds Westerly 2.98 feet; thence right 90 degrees 00 minutes 00 seconds Northwesterly 73.39 feet; thence right 90 degrees 19 minutes 27 seconds to the chord of a curve to the left, concave Northerly, with a radius of 1979.89 feet, a central angle of 00 degrees 39 minutes 34 seconds and a chord length of 22.79 feet; thence run Easterly, then Northeasterly along the arc of said curve 22.79 feet; thence right 89 degrees 40 minutes 33 seconds from the chord extended Southeasterly 344.10 feet to the Point of Beginning.

PARCEL II:

An easement for vehicular and pedestrian ingress and egress over and across those parcels of real property described as follows:

Commence at the Southeast Corner of the Southwest 1/4 of Section 31; thence run North along the 1/4 section line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds, 517.90 feet; thence 106 degrees 46 minutes 08 seconds right and run in a Northwesterly direction along the Easterly property line of the "Interstate Restaurant Investors" property (which is the Westerly property line of the "Bassett Furniture" property) for a distance of 188.10 feet to the POINT OF BEGINNING; thence continue on last stated course 86.03 feet to an existing joint driveway easement as recorded by Instrument #1994-17716, in the Probate Office of Shelby County, Alabama; thence 90 degrees 00 minutes 00 seconds left 16.22 feet; thence 82 degrees 42 minutes 48 seconds left and leaving said existing easement run a distance of 83.28 feet; thence 90 degrees 00 minutes 00 seconds left 27.0 feet to the point of beginning.

EXHIBIT A (continued)

Page 2

Commence at the Southeast Corner of the Southwest Quarter of Section 31; thence run North along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds, 517.90 feet; thence 106 degrees 46 minutes 08 seconds right and run in a Northwesterly direction along the Westerly property line of "Bassett Furniture" property (which is the Easterly property line of the "Interstate Restaurant Investors" property) for a distance of 188.10 feet to the Point of Beginning; thence continue on last stated course 86.03 feet to an existing joint driveway easement as recorded by Instrument #1994-17716, in the Probate Office of Shelby County, Alabama; thence 90 degrees 00 minutes 00 seconds right, 11.0 feet; thence 97 degrees 17 minutes 12 seconds right and leaving said existing easement run a distance of 86.73 feet to the POINT OF BEGINNING.

A strip 36 feet in width, extending back from Highway 119, 100 feet along the border between "Bassett Furniture" property and "Interstate Restaurant Investors" property, for the use of a joint driveway. Said joint driveway is to be 36 feet in width, extending back 100 feet from Highway 119, one-half of which is located on the "Bassett Furniture" property and one-half located on the "Interstate Restaurant Investors" property; being further described as follows: Commence at a point 11 feet Westerly and 16.33 feet Easterly of the Northeast and Northwest corners, respectively, of an easement described in Instrument #1999-49463, being the point of beginning of the centerline of the 36 foot wide easement described in Instrument #1994-17716, being on the joint property line of an existing Bassett Furniture Store on the East and property owned by Interstate Restaurant Investors (IRI) on the West; thence run Northwesterly along the property line 100 feet to the old South right-of-way line (80 foot wide right-of-way) of Alabama Highway No.119, said easement being 36 feet wide, 18 feet on both sides of the above described centerline.

An easement for ingress, egress and utilities over and across that portion of the real property known as the Frontage Road described as follows:

A parcel of land situated in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of said Section 31; thence run in a Northerly direction along the East boundary of the said Southwest 1/4 for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a Southwesterly direction for a distance of 1,325.96 feet; thence turn a deflection angle to the right 129 degrees 40 minutes 07 seconds and run in a Northeasterly direction for a distance of 683.30 feet to point on a curve to the left and the POINT OF BEGINNING, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the left of 100 degrees 50 minutes 51 seconds to the chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 05 degrees 28 minutes 31 seconds and a chord distance of 190.47 feet; thence run in a Easterly direction parallel with the South right-of-way line of Alabama Highway No.119 for a distance of 190.54 feet to the end of the easement herein described.

Page 2 of 5

EXHIBIT A (continued)

Page 3

A parcel of land situated in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of said Section 31; thence run in a Northerly direction along the East boundary of the said Southwest 1/4 for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a Southwesterly direction for a distance of 1,325.96 feet; thence turn a deflection angle to the right of 129 degrees 40 minutes 07 seconds and run in a Northeasterly direction for a distance of 683.30 feet to point on a curve to the left; thence turn an interior angle to the left of 100 degrees 50 minutes 51 seconds to the chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 05 degrees 28 minutes 31 seconds and a chord distance of 190.47 feet; thence turn in an Easterly direction parallel with the South right-of-way line of Alabama Highway No.119 for a distance of 190.54 feet to a point on a curve to the left and the POINT OF BEGINNING, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the right 172 degrees 37 minutes 09 seconds from chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 09 degrees 17 minutes 10 seconds; a chord distance of 322.80 feet; thence run along the arc of said curve parallel to said right-of-way for a distance of 323.16 feet to the end of the easement herein described.

An easement for driveway access across Buffalo's Cafe described as follows: Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet; thence right 106 degrees 46 minutes 08 seconds Northwesterly 188.10 feet; thence left 82 degrees 42 minutes 48 seconds Westerly 27.00 feet; thence left 90 degrees 00 minutes 00 seconds Southerly 79.46 feet; thence right 86 degrees 49 minutes 01 seconds Westerly 129.18 feet; thence left 00 degrees 29 minutes 40 seconds Westerly 117.75 feet to the point of beginning of the centerline of a 24 feet wide Access Easement; thence right 85 degrees 55 minutes 12 seconds Northwesterly 208.63 feet to the termination of said easement. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

Beneficial rights for easement(s) for storm water drainage, sanitary sewer and utility easement, described as follows: Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet; thence right 106 degrees 46 minutes 08 seconds Northwesterly 188.10 feet; thence left 82 degrees 42 minutes 48 seconds Westerly 27.00 feet; thence left 90 degrees 00 minutes 00 seconds Southerly 79.46 feet; thence right 86 degrees 49 minutes 01 seconds Westerly 119.18 feet to the Point of Beginning of the centerline of a twenty foot wide sanitary sewer and utility easement; thence continue Westerly along the same course 10 feet to a Point "A"; thence left 00 degrees 29 minutes 40 seconds Westerly

EXHIBIT A (continued)

Page 4

154.35 feet to a Point "B"; thence right 85 degrees 55 minutes 12 seconds Northwesterly 205.00 feet; thence right 71 degrees 00 minutes 00 seconds Northeasterly 73 feet, more or less, to the Southerly Right-of-Way line of Alabama Highway No.119 to the termination of said easement. Also commencing at Point "A" and proceeding to Point "B" as the Point of Beginning of the centerline of a twenty foot wide sanitary sewer and utility easement; thence left 83 degrees 45 minutes 35 seconds Southerly 65.01 feet to a Point "C" at the termination of said easement. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

Also commencing at Point "B" and proceeding to Point "C" as the Point of Beginning; thence left 90 degrees 00 minutes 00 seconds Easterly ten feet; thence right 90 degrees 00 minutes 00 seconds Southerly forty feet; thence right 90 degrees 00 minutes 00 seconds Westerly 257 feet, more or less to the East line of a drainage easement recorded in Instrument #1998-7162; thence right 105 degrees Northeasterly, more or less, 43 feet, more or less along said East line of the drainage easement, to the South line of "CAHABA VALLEY STATION"; thence right 75 degrees, more or less, Easterly 235 feet, more or less, to the Point of Beginning.

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet; thence right 106 degrees 46 minutes 08 seconds Northwesterly 188.10 feet; thence left 82 degrees 42 minutes 48 seconds Westerly 27.00 feet; thence left 90 degrees 00 minutes 00 seconds Southerly 79.46 feet; thence right 86 degrees 49 minutes 01 seconds Westerly 129.18 feet; thence right 89 degrees 48 minutes 11 seconds Northerly 5.00 feet to the point of beginning of the centerline of a 10 foot wide storm sewer easement; thence left 90 degrees 17 minutes 51 seconds Westerly 92.53 feet; thence left 15 degrees 39 minutes 35 seconds Southwesterly 62.63 feet to the point of termination. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

An easement for driveway access across Cahaba Valley Station, LLC property described as follows: A parcel of land situated in the Southwest one-quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest one-quarter of said Section 31; thence run in a Northerly direction along the East boundary of said Southwest one-quarter for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a Southwesterly direction for a distance of 1325.96 feet; thence turn a deflection angle to the right 129 degrees 40 minutes 07 seconds and run in a Northeasterly direction for a distance of 381.90 feet to the POINT OF BEGINNING; thence turn a deflection angle to the right 76 degrees 56 minutes 58 seconds and run in a Northeasterly direction for a distance of 43.63 feet; thence turn an interior angle to the right 103 degrees 03 minutes 02 seconds and run in a Northeasterly direction for a distance of 312.11 feet to the

EXHIBIT A (continued)

Page 5

South right-of-way line of Alabama Highway No. 119 and a point on a curve to the right; thence turn an interior angle to the right 80 degrees 57 minutes 02 seconds to the chord of said curve, said curve having a radius of 1979.89 feet, a central angle of 00 degrees 43 minutes 30 seconds, a chord distance of 25.05 feet; thence run in a Southwesterly direction along the arc of said curve and along the said right-of-way line for a distance of 25.05 feet; thence leaving said right-of-way, turn an interior angle to the right 98 degrees 54 minutes 23 seconds from chord of said curve and run in a Southwesterly direction for a distance of 272.85 feet to a point on a curve to the right; thence turn an interior angle to the right 225 degrees 08 minutes 23 seconds to the chord of said curve, said curve having a radius of 20.00 feet; a central angle of 81 degrees 24 minutes 15 seconds, a chord distance of 26.09 feet; thence run along the arc of said curve 28.42 feet; thence turn an interior angle to the right 135 degrees 00 minutes 12 seconds from chord of said curve and run in a Southwesterly direction for a distance of 26.72 feet to the POINT OF BEGINNING.

Page 5 of 5