

STATE OF ALABAMA)
COUNTY OF SHELBY)

PRIOR LIENHOLDER AGREEMENT

This PRIOR LIENHOLDER AGREEMENT, dated this 8th day of November, 2002, by and between BANK OF ALABAMA and BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY, the Certified Development Company (the "CDC"), recites and provides:

RECITALS

BARTHOLME PROPERTIES, LLC (the "Borrower") is the owner of the real property described on the attached Exhibit "A" (the "Real Estate").

Bank of Alabama made a loan to Borrower in the amount of One Hundred Forty Three Thousand Four Hundred and No/100 Dollars (\$143,400.00) (the "Interim Lender Loan") which is secured by a Mortgage on the Real Estate dated November 7, 2002, to be recorded in the Probate Office of Shelby County, Alabama (the Interim Mortgage).

Bank of the West made a loan to Borrower in the amount of Two Hundred Eighty Six Thousand Eight Hundred and No/100 Dollars (\$286,800.00) (the "Third Party Lender Loan") which is secured by a Mortgage on the Real Estate dated November 7, 2002, to be recorded in the Probate Office of Shelby County, Alabama (the "Third Party Mortgage")

CDC has agreed to make a loan in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (the "504 Loan") to Borrower. The 504 Loan will be secured by a Mortgage (the "504 Mortgage") to be recorded immediately prior hereto in office of the Shelby County Probate Office, Alabama.

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 Loan. At the date hereof, the balance of the Interim Lender Loan is One Hundred Forty Three Thousand Four Hundred and No/100 Dollars (\$143,400.00). All loan proceeds have been disbursed. Borrower is current on its payments on the Interim Lender Loan and is not in default. Following the making of the 504 Loan, Bank of Alabama will receive One Hundred Forty Three Thousand Four Hundred and No/100 Dollars (\$143,400.00) from CDC to pay off the Interim Lender Loan and shall satisfy the Interim Mortgage. The SBA 504 Mortgage shall then be a second lien junior to the Third Party Lender Loan secured by the Third Party Mortgage in the amount of Two Hundred Eighty Six Thousand Eight Hundred and No/100 Dollars (\$286,800.00).

2. Subordination of Future Advances and Default Charges. Except for liens arising from reasonable advances under the Interim Mortgage intended to preserve the Real Estate and made pursuant to the Interim Mortgage, any lien securing any sum advanced to the Borrower by Bank of Alabama after the date of this Agreement and any prepayment penalties, late fees, default interest or other default charges in connection with the Interim Lender Loan will be subordinate to the lien created by the 504 Mortgage.

3. Waiver of Enforcement of Covenant Not to Encumber the Real Estate. If the Interim Mortgage or any document evidencing the loan contain any provision prohibiting Borrower from further encumbering the Real Estate, Bank of Alabama 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. Compliance with 504 Loan Program Requirements. Bank of Alabama confirms that the note and all other documents executed in connection with the Interim Lender 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 Bank of Alabama's lien thereunder, (c) are not cross-collateralized with any other financing now or hereafter to be provided by the Bank of Alabama, (d) have no early call features, (e) are not payable

on demand unless the Interim Lender 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 Interim Lender Loan as published by SBA, and (h) do not establish a preference in favor of the Bank of Alabama as compared to CDC or SBA other than the Bank of Alabama's senior lien position. The Bank of Alabama agrees that any provision in the note or any other document executed in connection with the Interim Lender Loan does not comply with these requirements, then the Bank of Alabama waives its right to enforce such provision.

5. Notice of Default Under the Loan. If a default occurs under the Interim Mortgage or any document evidencing the Interim Lender Loan upon which Bank of Alabama intends to take action, Bank of Alabama will give CDC and the SBA written notice of the default within thirty (30) days after the occurrence of the default. After such a default, Bank of Alabama 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, Birmingham City Wide Local Development Company, 110 North 12th Street, Birmingham, Alabama 35203, Attention: Stan Neuhaus, and to the SBA at Alabama District Office, 801 Tom Martin Drive, Suite 201, Birmingham, AL 35211, Attn: 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.

WITNESS the following signatures on the date written above:

BANK OF ALABAMA
By: [Signature]
Printed Name: ROBERT ATHERTON
Title: COMMERCIAL LOAN OFFICER

STATE OF ALABAMA)
COUNTY OF Jefferson)

The foregoing Prior Lienholder Agreement was acknowledged before me in the above jurisdiction this 8th day of November, 2002, by Robert Atherton, as Commercial Loan Officer of Bank of Alabama, on behalf of said lender.

[Notary Seal]

[Signature]
NOTARY PUBLIC
My Commission Expires: _____
MY COMMISSION EXPIRES JULY 6, 2003

EXHIBIT A

Legal Description

Lot 2C, according to a Resurvey of Lot 2-A of Monroe's Industrial Park-2nd Addition, being a resurvey of Lots 1 and 2, Monroe's Addition to McCain Industrial Park and acreage, as recorded in Map Book 30, page 19, in the Probate Office of Shelby County, Alabama.