

PRIOR LIENHOLDER'S AGREEMENT

This PRIOR LIENHOLDER'S AGREEMENT is by and between **CIT Lending Services Corporation** (the "Prior Lienholder") and **Birmingham City Wide Local Development Company** (hereinafter along with its successors and assigns, the "CDC").

RECITALS

WHEREAS, OptiMation Business Services, L.L.C. and David L. Barton (the "Borrower") are the owners 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 \$1,531,187.00 (that includes \$165,000.00 in pre-existing non-project debt which is allowed under the terms of the Authorization for Debenture Guaranty) (the "Prior Loan"). The Prior Loan is secured by a first Mortgage dated March 31, 2003, and recorded in Instrument 20030404000199780, Assignment of Leases and Rents dated March 31, 2003 recorded in Instrument 20030404000199790, Bridge Mortgage and Security Agreement dated March 31, 2003 recorded in Instrument 20030404000199800 and Bridge Assignment of Rents and Leases dated March 31, 2003 recorded in Instrument 20030404000199810 and UCC recorded as Instrument 20030404000199820 in the Office of the Judge of Probate of Shelby County, Alabama and Mortgage dated March 31, 2003 recorded in Mortgage Book 1559 Page 163 and Assignment of Rents and Leases dated March 31, 2003 recorded in Misc. Book 216 Page 176 in the Office of the Judge of Probate of Houston County (collectively 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 \$626,000.00 (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, and Houston 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 \$606,187.00 from CDC in accordance with instruction given to CDC by Borrower. Such \$606,187.00 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 \$925,000.00, 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, **Birmingham City Wide Local Development Company** at 110 12th Street North, Birmingham, AL 35203, 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 2nd day of May, 2003.

CIT Lending Services Corporation

By *Carolyn Calaf*
(Its Assistant Vice President)

ACKNOWLEDGED AND CONSENTED TO:

OptiMation Business Services, L.L.C.

By: *David Lawrence Barton*
David Lawrence Barton (Its Member)

By: *Maleah Dearman Barton*
Maleah Dearman Barton (Its Member)

David L. Barton
David L. Barton

STATE OF ~~ALABAMA~~) New Jersey
~~JEFFERSON~~ COUNTY OF

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carolyn Calafiore, whose name as Assistant Vice President of CIT Lending Services Corporation, 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 2nd day of May, 2003.

Michele Ravo
NOTARY PUBLIC
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
William L. Phillips, III
ENGEL HAIRSTON & JOHANSON, P.C.
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MICHELE RAVO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/8/2004

EXHIBIT "A"
TO
MORTGAGE
PRIOR LIENHOLDER'S AGREEMENT
HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT

BORROWER: OptiMation Business Services, L.L.C.
LENDER: Birmingham City Wide Local Development Company

Parcel I

Lot 4, according to the Survey of Eagle Point Office Park Resurvey, as recorded in Map Book 26, page 104, in the Probate Office of Shelby County, Alabama.

Parcel II

Lot 6, Block E, according to the Survey of First Addition to Heritage Village, a subdivision in the City of Dothan, Alabama, as recorded in Map Book 8, page 107, in the Probate Office of Houston County, Alabama.

SUBJECT TO: i) taxes for the year 2003 a lien but not yet payable; ii) 25 foot building line, as shown by recorded map (Parcel I); iii) 12 foot driveway easement on South; 37 foot buffer and storm easement on Northeast and 35 foot buffer and storm easement on Southeast, as shown by recorded Map (Parcel I); iv) Right of Way granted to Alabama Power Company by instrument recorded in Instrument 1999-44312, in the Probate Office of Shelby County (Parcel I); v) Restrictions appearing of record in Instrument 1996-33773 and Instrument 1999-35648, in the Probate Office of Shelby County (Parcel I); vi) Right of way to Southern Bell Telephone and Telegraph Company, recorded in Real 324, page 837, in the Probate Office of Shelby County (Parcel I); vii) Line permits to Alabama Power Company recorded in Real 124, page 491, Real 149, page 380, Real 149, page 381, Real 177 page 361, Real 302, page 396 and Real 146 page 408, in the Probate Office of Shelby County, Alabama (Parcel I); viii) 20 foot building line, as shown by recorded map (Parcel II); and ix) mineral and mining rights not owned by Mortgagor.