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Shelby Cnty Judge of Probate, AL
07/09/2004 09:56:00 FILED/CERTIFIED

PRIOR LIENHOLDER'S AGREEMENT

This PRIOR LIENHOLDER'S AGREEMENT is by and between AMSOUTH BANK (the "Prior Lienholder") and BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY (hereinafter along with its successors and assigns, the "CDC").

RECITALS

WHEREAS, Thomas Robert Barberini (also known as Thomas R. Barberini), Cindy Ann Barberini (also known as Cindy A. Barberini), and OAK MOUNTAIN LANES, 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 \$3,708,000.00 (the "Prior Loan"). The Prior Loan is secured by a first Mortgage dated October 24, 2003, and recorded as Instrument 2003-71374 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 \$1,000,000.00 (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 \$970,000.00 from CDC in accordance with instruction given to CDC by Borrower. Such \$970,000.00 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 \$2,738,000.00, and will be the only obligation superior to Borrower's obligations to CDC which are secured by the Prior 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. Pro-Rata pledge of stocks, bonds, securities accounts, investment securities, securities entitlement, and other securities along with proceeds thereof, contained or held for Borrower by an affiliate of Prior Lienholder. Prior Lienholder and CDC agree that among themselves they shall share all of Borrower's stocks, bonds, securities accounts,

investment securities, securities entitlement, and other securities along with proceeds thereof, contained or held for Borrower by an affiliate of Prior Lienholder and pledged to both CDC and Prior Lienholder, pro rata.

4. 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.

5. 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.

6. 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 North 12th Street, Birmingham, Alabama, 35203, and to the SBA at its Birmingham District Office, 801 Tom Martin Drive, Suite 201, Birmingham, Alabama 35211, Attention: District Counsel.

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

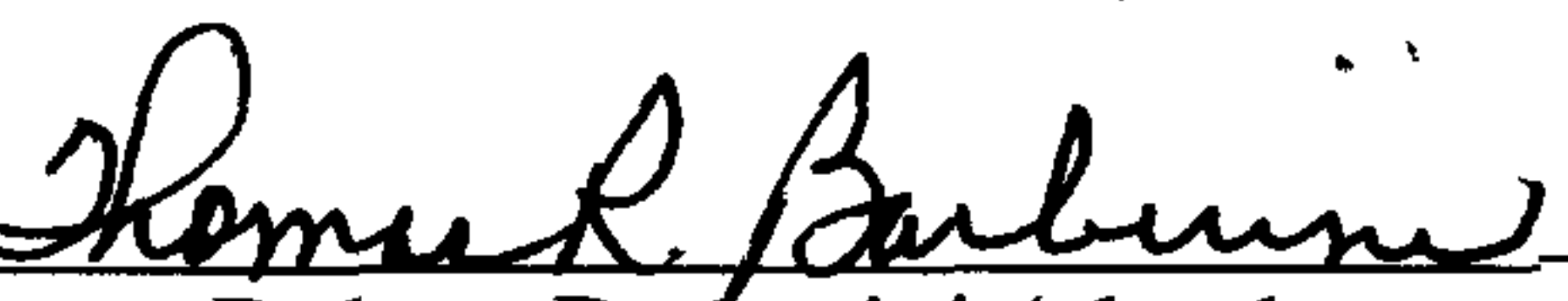
IN WITNESS WHEREOF, We have hereunto set our hands and seals this 6 day of July, 2004.

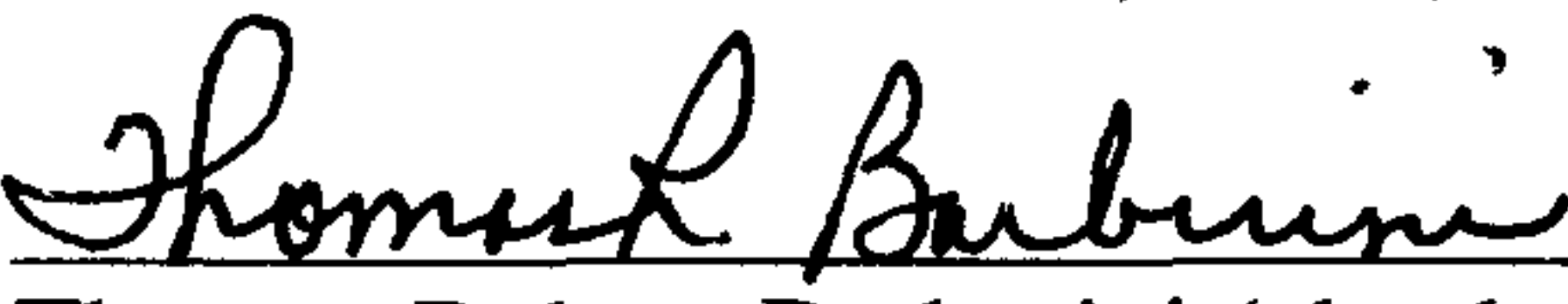
AMSOUTH BANK

By 
(Its Vice President)

ACKNOWLEDGED AND CONSENTED TO:

OAK MOUNTAIN LANES, INC.

By 
Thomas Robert Barberini (also known
as Thomas R. Barberini) (Its President)


Thomas Robert Barberini (also known as
Thomas R. Barberini)


Cindy Ann Barberini (also known as Cindy
A. Barberini)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that , whose name as Vice President of AMSOUTH 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 6 day of July, 2004.


NOTARY PUBLIC
My Commission Expires: 6/7/07

THIS INSTRUMENT PREPARED BY:
William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
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P.O. Box 11405
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(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 ATTORNMENT AGREEMENT
HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT

BORROWER: Thomas Robert Barberini (also known as Thomas R. Barberini), Cindy Ann Barberini (also known as Cindy A. Barberini), and OAK MOUNTAIN LANES, INC.
LENDER: BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY

PARCEL I:

Lot 3, according to the Map and Survey of Oak Mountain Centre, as recorded in Map Book 32, page 38, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL II:

A one-third (1/3) undivided interest in part of Lot 4, according to the Map and Survey of Oak Mountain Centre, as recorded in Map Book 32, page 38, in the Office of the Judge of Probate of Shelby County, Alabama, more particularly described as follows:

A part of the Northwest 1/4 of the Southwest 1/4, Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and more particularly described as follows:

Begin at the Southwest corner of the Northwest 1/4 of the Southwest 1/4, Section 31, Township 19 South, Range 2 West, Shelby County, Alabama: thence South 87 degrees 55 minutes 46 seconds East along the South line of said 1/4 - 1/4 for a distance of 1228.07 feet to a point on the right-of-way for Highway 31; thence North 08 degrees 00 minutes 36 seconds East along said right-of-way for a distance of 59.09 feet to the point of beginning; thence North 08 degrees 00 minutes 36 seconds East along said right of way for a distance of 20.00 feet to a point on a curve to the left with radius of 210.00 feet, a delta angle of 5 degrees 28 minutes 13 seconds, chord bearing North 85 degrees 41 minutes 44 seconds West, a chord length of 20.04 feet; thence along said arc 20.05 feet; thence South 08 degrees 00 minutes 36 seconds West for a distance of 18.70 feet; thence South 81 degrees 59 minutes 24 seconds East for a distance of 20.00 feet, which is the point of beginning.

SUBJECT TO: i) taxes due and payable October 1, 2004; ii) right of way in favor of Alabama Power Company recorded in Volume 229, page 330; iii) easement for telephone lines recorded in Deed Book 56, page 296; iv) mineral and mining rights in deed Book 61, page 9, and Deed Book 80, page 325; v) a 20 foot buffer over the west side and a 20 foot easement for utilities over the north side as shown by record plat (lot 3); vi) sign easement and restrictions as shown on record plat (Lot 4); and vii) mortgage to AmSouth Bank