

PRIOR LIENHOLDER'S AGREEMENT

This PRIOR LIENHOLDER'S AGREEMENT is by and between First Commercial Bank (the "Prior Lienholder") and Birmingham City Wide Local Development Company (hereinafter along with its successors and assigns, the "CDC").

RECITALS

WHEREAS, BEAUMONT HOLDINGS, 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 \$681,296.00 (the "Prior Loan"). The Prior Loan is secured by a first Mortgage dated November 21, 2003 and recorded as Instrument Number 20031124000768430 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 \$291,000.00 (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 \$280,533.00 from CDC in accordance with instruction given to CDC by Borrower. Such \$280,533.00 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 \$369,738.44, 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. 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.

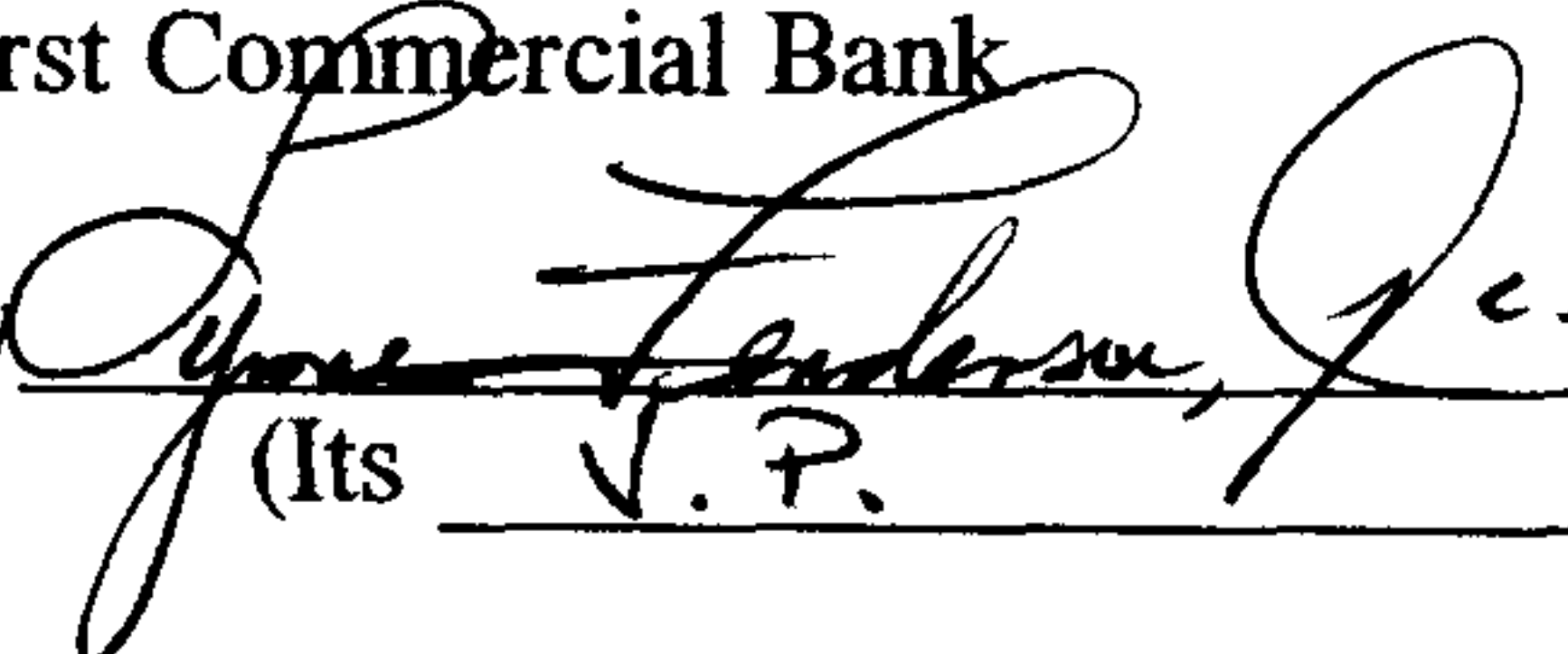
5. Notice of Default Under the Prior Loan. If any default, event of default or delinquency, upon which the Prior Lienholder intends to take action, occurs under the Prior Mortgage or Security Interest or any document executed in connection with the Prior Loan, then the Prior Lienholder agrees to give 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 16th day of June, 2004.

First Commercial Bank

By


(Its J. P.)

ACKNOWLEDGED AND CONSENTED TO:

BEAUMONT HOLDINGS, LLC

By: *Sam J. Siragusa*

Sam J. Siragusa (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 *Tyrene Henderson*, whose name as Vice President of First Commercial 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 *16th* day of June, 2004.

E. H. Bixler, IV

NOTARY PUBLIC

My Commission Expires: *Nov - 9, 2005*

THIS INSTRUMENT PREPARED BY:

E. H. Bixler, IV.

ENGEL HAIRSTON & JOHANSON, P.C.

4th Floor 109 North 20th Street

P.O. Box 11405

Birmingham, Alabama, 35202-1405

(205) 328-4600

EXHIBIT "A"

TO

MORTGAGE

HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT

20040713000385910 Pg 4/4 23.00
Shelby Cnty Judge of Probate, AL
07/13/2004 11:31:00 FILED/CERTIFIED

BORROWER: BEAUMONT HOLDINGS, LLC, a Georgia Limited Liability Company
LENDER: BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY

PARCEL I:

A parcel of land situated in the Northeast quarter of the Northwest quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3 inch iron pipe found at the Northwest corner of said Section 14; thence run South 89 degrees 03 minutes 42 seconds East along the North boundary of said Section 14 a distance of 1538.52 feet to a point on the Southeast right of way of Alabama Highway No. 119 (variable right of way); thence run South 25 degrees 20 minutes 17 seconds West along said right of way a distance of 134.10 feet; thence depart said right of way and run South 67 degrees 21 minutes 17 seconds East a distance of 253.16 feet to the POINT OF BEGINNING; thence continue South 67 degrees 21 minutes 17 seconds East a distance of 87.31 feet to the Point of Curvature of a curve concave Northeastwardly, said curve having a radius of 280.00 feet and a delta angle left of 13 degrees 19 minutes 35 seconds; thence run along said curve an arc distance of 65.13 feet to the Point of Tangency of said curve (the chord subtending said arc bearing South 74 degrees 01 minutes 05 seconds East a distance of 64.98 feet); thence run South 08 degrees 58 minutes 33 seconds East a distance of 19.25 feet; thence run South 25 degrees 30 minutes 31 seconds West a distance of 173.45 feet; thence run North 64 degrees 29 minutes 29 seconds West a distance of 162.19 feet; thence run North 25 degrees 30 minutes 31 seconds East a distance of 174.20 feet to the POINT OF BEGINNING.

PARCEL II:

A non-exclusive easement for the benefit of Parcel I for the purpose of ingress and egress as created by that certain Declaration of Restrictions, Covenants and Conditions and grant of easements dated November 14, 2003, recorded in Instrument No. 20031124000768400, over, under and across the property described therein.

SUBJECT TO: i) taxes and assessments for the year 2004, a lien but not yet payable; ii) release of damages recorded in Deed Book 216, page 584; iii) easement and right of way granted the City of Alabaster recorded as instrument 1999-30479; iv) terms and condition of that certain Slope Easement Agreement recorded as Instrument 2003021000008100; v) terms and condition of that certain Access Easement Agreement recorded as Instrument No 20030210000080990 and amended by Instrument 20030421000240340; vi) terms and conditions of that certain Stock Pile Easement Agreement recorded as Instrument 20030210000080990 as amended by Instrument 20030421000240340; vii) terms of that certain memorandum of lease recorded as Instrument 20030210000081140 as subordinated by the Subordination, Non-Disturbance and Attornment Agreement recorded as Instrument 20030210000081180; viii) coal, oil, gas and mineral and mining rights which are not owned by Grantor; ix) Declaration of Restrictions, Covenants and Conditions and Grant of Easements (White Stone Shopping Center) recorded as Instrument No. 20031124000768400; and (x) Declaration of Restrictions (Out-parcel) recorded as Instrument No. 20031124000768410; xi) Agreement and easement to the Alabaster Water Board as recorded under Instrument Number 1996-04042 (Affects easement Parcel II); xii) Southern Natural Gas Pipeline Easement as described in Deed Book 90, page 68 and Deed Book 195, page 398 (Affects Easement Parcel II); xiii) Easement to the City of Alabaster as recorded under Instrument Number 1999-30482 (Affects easement Parcel II); xiv) Easement to Alabama Power Company as recorded under Instrument Number 2004/28690 and under Instrument Number 20040312000127250; xv) Mortgage, Assignment of Rents and Leases, and Security Agreement by Beaumont Holdings, LLC, a Georgia limited liability company to First Commercial Bank, dated November 21, 2003 and recorded under Instrument Number 20031124000768430; xvi) 20 foot utility and drainage easement as shown by Survey of John Michael Hicks, dated May 16, 2004; xvii) Reciprocal easement agreement as recorded under Instrument Number 20040615000322360.