

PRIOR LIENHOLDER'S AGREEMENT

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

RECITALS

WHEREAS, ODYSSEY INVERNESS, 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 \$2,307,500.00 (the "Prior Loan"). The Prior Loan is secured by a Mortgage recorded as Instrument No. 2004081000044980, 2004081000044978 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 \$1,297,000.00 (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~~ as instrument # 20040810000449810 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. The principal balance of the Prior Loan is no more than \$2,307,500.00, 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. 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, except such subordinate cross-collateralization as approved by the CDC and SBA, (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 6th day of August, 2004.

STERLING BANK

By Karen Templeton
(Its Senior Vice President)

Karen Templeton, Sr. Vice President

ACKNOWLEDGED AND CONSENTED TO:

ODYSSEY INVERNESS, LLC

By: See Attached
Gordon Robert Mitchell
(Its Sole Member and Manager)

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

STERLING BANK

By _____
(Its Senior Vice President)

ACKNOWLEDGED AND CONSENTED TO:

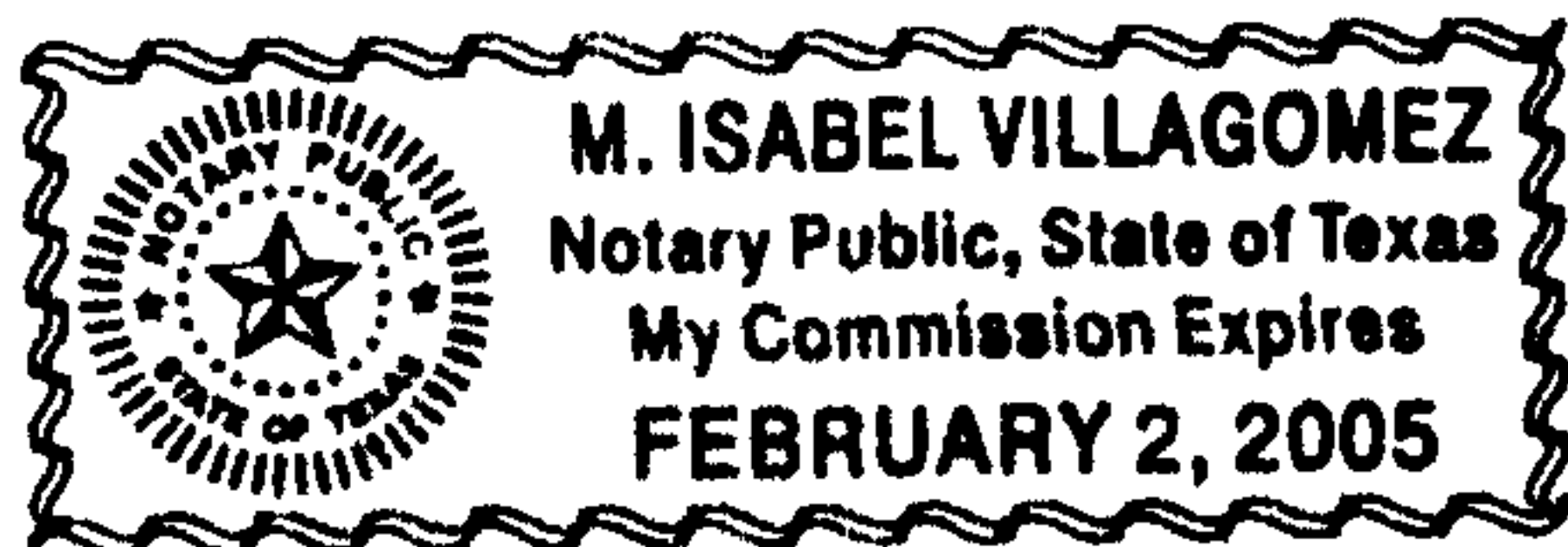
ODYSSEY INVERNESS, LLC

By: Gordon R. Mitchell
Gordon Robert Mitchell
(Its Sole 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 Karen Templeton, whose name as Senior Vice President of STERLING 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 its capacity as aforesaid.

Given under my hand and official seal, this the 6th day of August, 2004.



M. Isabel Villagomez
NOTARY PUBLIC
My Commission Expires: 2-2-05

THIS INSTRUMENT PREPARED BY:
William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor 109 North 20th Street
P.O. Box 11405
Birmingham, Alabama, 35202
(205) 328-4600

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

BORROWER: ODYSSEY INVERNESS, LLC
LENDER: SOUTHERN DEVELOPMENT COUNCIL, INC.

PARCEL 1:

Lot 2-B, according to a Resurvey of Lot 2, Heatherbrooke Office Park, as recorded in Map Book 12 page 36, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL 2:

Part of Lot 1, Heatherbrooke Office Park Resurvey, as recorded in Map Book 23 page 46, in the Office of the Judge of Probate of Shelby County, Alabama, being situated in Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 36, and run thence South 88 degrees 15 minutes 29 seconds East along the northerly line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 36 for a distance of 179.93 feet; thence leaving said northerly line South 01 degrees 44 minutes 02 seconds West for a distance of 169.47 feet to the point of beginning of the parcel herein described; thence South 79 degrees 32 minutes 29 seconds East for a distance of 179.18 feet; thence South 18 degrees 35 minutes 30 seconds West for a distance of 80.00 feet to the northeasterly corner of Lot 2-B, Heatherbrooke Office Park, as shown on the Map or Plat thereof, recorded in Map Book 12, page 36, in the Office of the Judge of Probate of Shelby County, Alabama; thence run North 75 degrees 12 minutes 10 seconds West along the northerly boundary line of said Lot 2-B, for a distance of 158.00 feet; thence leaving said northerly boundary line North 01 degrees 44 minutes 02 seconds East for a distance of 68.03 feet to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO: i) taxes for the year 2004 a lien but not yet payable; ii) building setback line of 25 feet reserved from Map Book 2, page 36, and Map Book 23 page 46 as shown by plat; iii) restrictions, covenants and conditions as set out in instruments recorded in Real 352, page 170, and 1994-26229; iv) transmission line permits to Alabama Power Company as shown by instruments recorded in Deed 182, page 51 and Deed 285, page 93; v) restrictions, limitations, conditions and other provisions as set out in Map Book 12, page 36 and Map Book 23, page 46; and vi) mineral and mining rights not owned by Mortgagor.