

SUBORDINATION AGREEMENT

20050114000024330 Pg 1/3 18.00  
 Shelby Cnty Judge of Probate, AL  
 01/14/2005 13:30:00 FILED/CERTIFIED

THE STATE OF ALABAMA     §  
                                      §   KNOW ALL MEN BY THESE PRESENTS THAT:  
 COUNTIES OF SHELBY       §  
                                      §  
                                      §   JEFFERSON

WHEREAS, CAR WASH HEADQUARTERS, INC. (hereinafter sometimes called "Parent") has heretofore executed a promissory note (hereinafter called the "Existing Note") in the original principal amount of \$716,000.00 payable to the order of WASH HQ MEZZANINE, L.P. (hereinafter called the "Existing Lender") secured by a Second Lien Deed of Trust, Security Agreement and Assignment of Rents (hereinafter called the "Existing Deed of Trust") dated June 6, 2003 from Parent to Michele Marquit Howard as Trustee, recorded as Document No. 20030826000565080 of the Probate Office of Shelby County, Alabama and as Document No. 200312-6633 of the Probate Office of Jefferson County, Alabama;

WHEREAS, CAR WASH HEADQUARTERS OF ALABAMA, LLC, a wholly-owned subsidiary of Parent (hereinafter sometimes called "Borrower") proposes to borrow from FRANKLIN BANK, SSB, a Texas state savings bank (hereinafter called the "New Lender"), funds (hereinafter called the "New Indebtedness") to be secured by certain real property located in Shelby and Jefferson Counties, Alabama (hereinafter called the "Subject Property") described in Exhibit A attached hereto and made a part hereof and which is covered by the Existing Deed of Trust, and the New Lender is unwilling to lend such funds unless the Existing Lender subordinates the lien of the Existing Deed of Trust to the lien securing such loan;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid by Borrower, the receipt and sufficiency of which are hereby acknowledged, the Existing Lender, the owner and holder of the Existing Note and the Existing Deed of Trust, does hereby agree that the liens, security interests and assignments created under the Existing Deed of Trust, are hereby expressly subordinated and made secondary and inferior to the liens, security interests and assignments created or existing by virtue of that certain Mortgage, Security Agreement and Fixture Filing (With Power of Sale) dated December 16, 2004 executed by Borrower to New Lender.

This subordination shall extend to any renewal, extension or rearrangement of all or any part of the New Indebtedness, and notice of any such renewal, extension or rearrangement and the consent thereto of the Existing Lender or any other owner or holder of the Existing Note or the Existing Deed of Trust shall not be necessary.

This subordination shall be binding upon the Existing Lender and its successors and assigns, including each and every subsequent owner and holder of the Existing Note, and the terms hereof shall inure to the benefit of the New Lender, its successors and assigns, including, without limitation, each and every subsequent owner and holder of the New Indebtedness, or any renewal, extension or rearrangement thereof.

EXECUTED this 15 day of December, 2004.

WASH HQ MEZZANINE, L.P.  
a Texas limited partnership

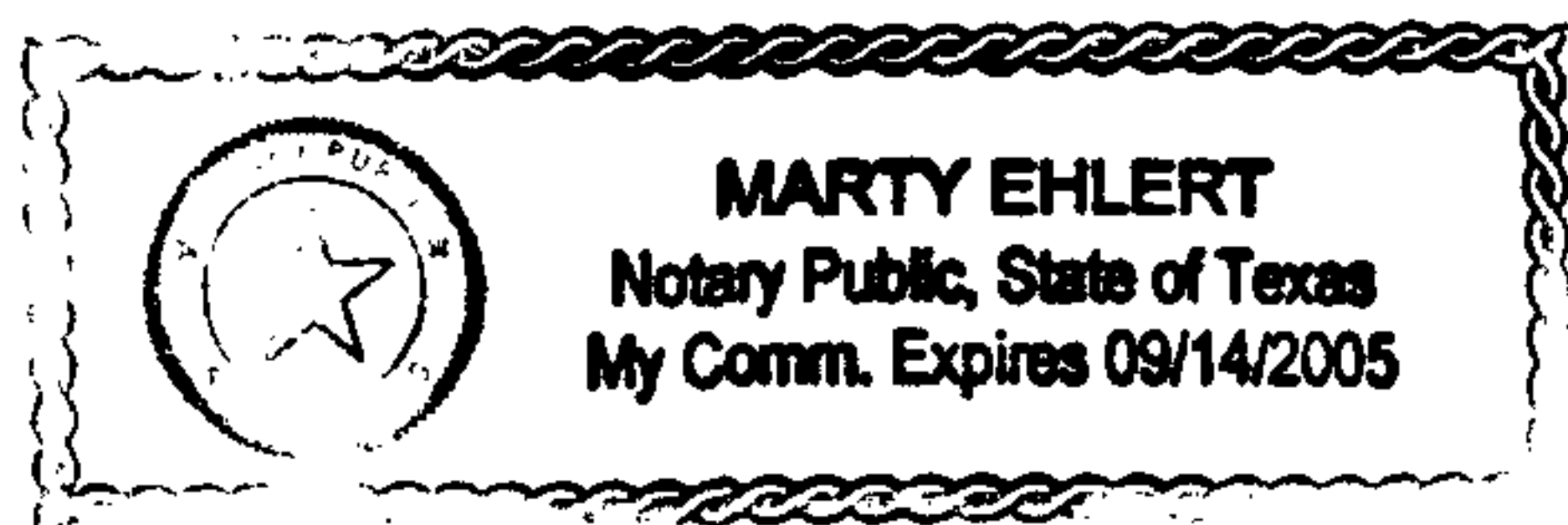
By: Wash HQ General Partner, L.L.C.  
a Texas limited liability company,  
its General Partner

By: [Signature]  
Name: J. Livingston Kosberg  
Title: Chairman

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 15 day of December, 2004, by J. Livingston Kosberg, Chairman of Wash HQ General Partner, L.L.C., a Texas limited liability company, general partner of Wash HQ Mezzanine, L.P., a Texas limited partnership, on behalf of said partnership.



[Signature]  
Notary Public, State of Texas

**EXHIBIT "A"**

20050114000024330 Pg 3/3 18.00  
Shelby Cnty Judge of Probate, AL  
01/14/2005 13:30:00 FILED/CERTIFIED


**ALABAMA**

**Parcel I:**

Lot 7-A, according to a Resurvey of Shades Highland, as recorded in Map Book 73, Page 30, in the Probate Office of Jefferson County, Alabama, more particularly described as: Begin at the Northwest corner of said Lot 7A, said point being on the Easterly right of way line of U.S. Highway #31 (Montgomery Highway); thence Southwesterly along said right of way 100.00 feet; thence turn an interior angle of 89 degrees 50 minutes 32 seconds leaving said right of way line and Southeasterly 275.92 feet to the Westerly right of way line of Tremont Drive; thence turn an interior angle of 90 degrees 14 minutes 38 seconds and run Northeasterly along said right of way line 12.92 feet; thence turn an interior angle of 166 degrees 02 minutes 49 seconds and run Northerly along the right of way line 101.86 feet; thence turn an interior angle of 101 degrees 00 minutes 23 seconds leaving said right of way line and run Northwesterly 251.84 feet to the Easterly right of way line of U.S. Highway #31 (Montgomery Highway) and the Point of Beginning. Situated in Jefferson County, Alabama.

**Parcel II:**

Lot 3, according to the Survey of Cahaba Park South, as recorded in Map Book 9, Page 164, in the Probate Office of Shelby County, Alabama.

State of Alabama - Jefferson County  
I certify this instrument filed on:  
**2005 JAN 13 03:14:52:79PM**  
Recorded and \$  
and \$  
\$ **9.50** Deed Tax and Fee Amt. Total \$ **9.50**  
MICHAEL F. BOLIN, Judge of Probate  
  
**200501/5026**