

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, SOUTHERN WINGS FOUR, 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 aggregate principal amount of \$2,718,000.00, as evidenced by those promissory notes in the amounts of \$1,510,000.00 and \$1,208,000.00 of even date herewith (hereinafter collectively referred to as the "Prior Loan"). The Prior Loan is secured by a Mortgage and other documents recorded as Instrument 20051031000564280, and amended by Instrument 20060424000189530 and filed for record in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter 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 \$1,246,000.00 (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 \$1,208,000.00 from CDC in accordance with instruction given to CDC by Borrower. Such \$1,208,000.00 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 \$1,510,000.00, 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. 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.

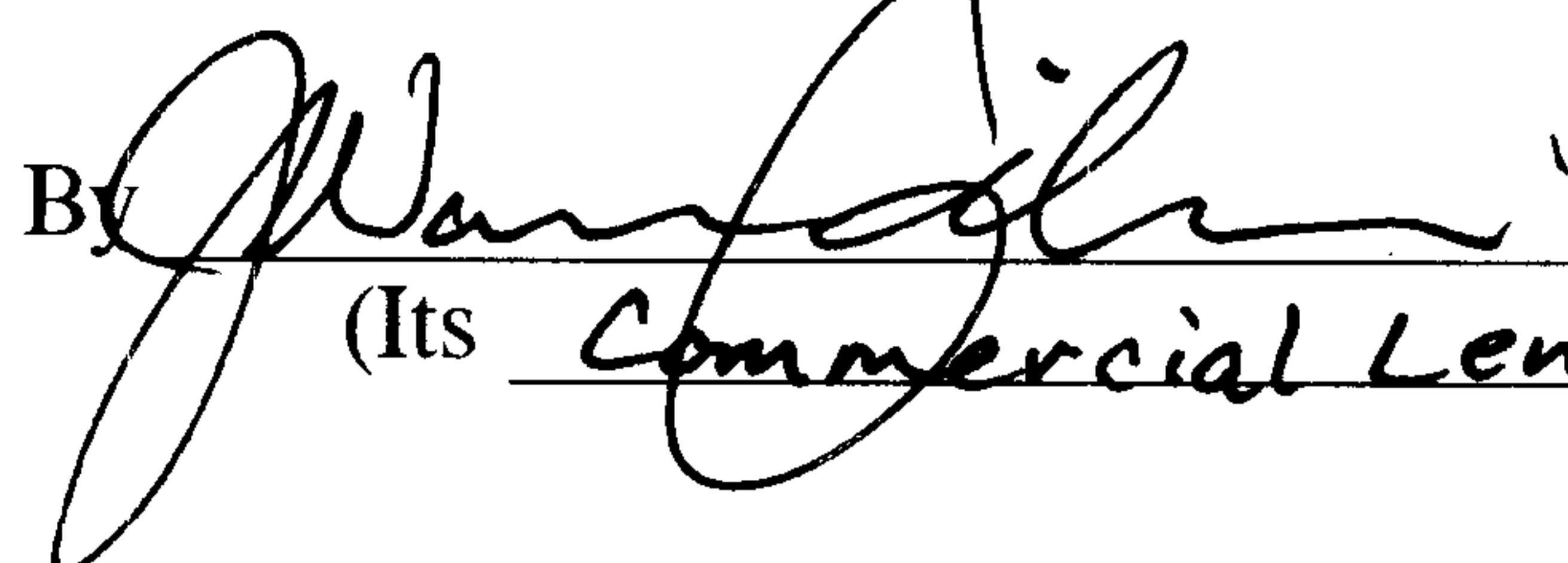
4. Waiver of Enforcement of Covenant Not to Encumber the Real Estate. If the Prior Mortgage or any document evidencing the Prior Loan contains any provision prohibiting Borrower from further encumbering the Real Estate, Prior Lienholder waives its right to enforce any such provision as it might apply 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, Alabama 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 12 day of July, 2006.

FIRST COMMERCIAL BANK

By 
(Its Commercial Lender)

20060725000357430 3/4 \$20.00
Shelby Cnty Judge of Probate, AL
07/25/2006 10:27:20AM FILED/CERT

ACKNOWLEDGED AND CONSENTED TO:

SOUTHERN WINGS FOUR, LLC

SOUTHERN WINGS ONE, INC., a Texas corporation
(Its Sole Member)

By: Robert Sterling Barbour
Robert Sterling Barbour (Its President)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Warren Giardina, whose name as Commercial lender 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, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 12 day of July, 2006.

William C. Brown

NOTARY PUBLIC

My Commission Expires: 12/14/2008

THIS INSTRUMENT PREPARED BY:

William C. Brown

ENGEL HAIRSTON & JOHANSON, P.C.

4th Floor 109 North 20th Street

P.O. Box 11405

Birmingham, Alabama, 35202

(205) 328-4600

EXHIBIT "A"

20060725000357430 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
07/25/2006 10:27:20AM FILED/CERT

BORROWER: SOUTHERN WINGS FOUR, LLC
LENDER: BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY

Lot 15, according to the Final Plat of Colonial Promenade Alabaster Survey as recorded in Map Book 35, Page 102 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO: i) taxes and assessments for the year 2006, a lien but not yet payable; ii) Right of Way to Alabama Power Company set out in instruments recorded in Deed Book 48, page 584; Deed Book 130, pages 89, 91 and 94; Deed Book 145, page 297; Deed Book 169, page 335; Deed Book 181, pages 212 and 229; Deed Book 207, pages 669, 676 and 677; Deed Book 210, page 125; Deed Book 218, page 651 and 656; Deed Book 219, page 584; Deed Book 250, page 852; and Deed Book 262, page 750 in the Probate Office of Shelby County, Alabama; iii) Agreement with Alabaster Water and Gas Board for water line easement recorded in Instrument 1992-21213; iv) restrictions as to uses declared in that certain I-65, Exit 238 Redevelopment Plan adopted by the City of Alabaster, Alabama as set out in deed recorded in Instrument 20040218000085110, 20040218000085140, 20040218000072140, and 20040218000085080 in the Probate Office of Shelby County, Alabama; v) temporary easement for ingress/egress as reserved in vacation recorded as instrument 20040408000184040; vi) Rights of operators of public utilities, if any, in and to that portion vacated in Instrument 20040408000184040; vii) easement with covenants and restrictions affecting land recorded in Instrument 20040507000243250 and amended in 20040507000243260; viii) agreement recorded in Instrument 20050712000346700; ix) Declaration of Protective Covenants as recorded in Instrument 20051031000564260, in the Probate Office of Shelby County, Alabama; x) Agreement as recorded in Instrument 20051013000534440, in the Probate Office of Shelby County, Alabama; xi) Easement to Alabama Power Company recorded in Instrument 20060414000174020, in the Probate Office of Shelby County, Alabama; and xii) coal, oil, gas and mineral and mining rights which are not owned by Borrower/Mortgagor.