

PRIOR LIENHOLDER'S AGREEMENT

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

RECITALS

WHEREAS, JFC SWEETS, LLC (the "Borrower") is the owner of a leasehold interest in the real estate described on the attached Exhibit A (the "Real Estate"). Prior Lienholder has made a loan (or loans) in the aggregate original principal amount of \$901,321.10, as evidenced by Promissory Notes of even date herewith in the amounts of \$501,289.60 and \$401,031.60 (the "Prior Loan"). The Prior Loan is secured by a leasehold Mortgage and other documents recorded as Instrument 20070212000065700 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 \$415,000.00 (the "504 Loan") to Borrower. The 504 Loan will be secured by a leasehold 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 \$401,031.60 from CDC in accordance with instruction given to CDC by Borrower. Such \$401,031.60 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 \$501,289.50, 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 22nd day of November, 2006.

REGIONS BANK

By 
(Its Assistant Vice President)

ACKNOWLEDGED AND CONSENTED TO:

JFC SWEETS, LLC ,

By: T. C. Cairns
Thomas Cairns (also known as
Thomas C. Cairns and as Ted Cairns, III)
(Its Manager)

STATE OF ALABAMA)
JEFFERSON COUNTY)

ACKNOWLEDGMENT OF PRIOR LIENHOLDER

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Philip Webb, whose name as Asst. Vice President of REGIONS 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 22nd day of November, 2006.

William C. Brown

NOTARY PUBLIC

My Commission Expires: 12/14/2008

THIS INSTRUMENT PREPARED BY:

William C. Brown

ENGEL HAIRSTON & JOHANSON, P.C.

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P.O. Box 11405

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EXHIBIT "A"

A parcel of land situated in a portion of Lot 14, Colonial Promenade Alabaster Survey as recorded in Map Book 35, Page 102 A & B in the Office of Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northernmost corner of Lot 14 Colonial Promenade Alabaster Survey, said corner being the point of intersection of the Southeasterly Right-of-Way line of Colonial Promenade Parkway, the Northeasterly line of said Lot 14 and the Southwesterly line of Lot 15 Colonial Promenade Alabaster Survey and run in a Southeasterly direction along the common line of said Lots 14 and Lot 15 a distance of 226.48 feet to a point, said point being the point of intersection of said common line and a Northwesterly line of Lot 1 Colonial Promenade Alabaster Survey lying on a curve to the right having a radius of 1000.00 feet and a central angle of 6 degrees 42 minutes 37 seconds; thence 86 degrees 53 minutes 30 seconds to the right (angle measured from tangent) along the arc of said curve in a Southwesterly direction (leaving said common line of Lots 14 and 15) along the common line of said Lots 1 and 14 a distance of 117.12 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said common line a distance of 49.42 feet to the POINT OF BEGINNING of the parcel described herein; thence continuing along the last described course in a Southwesterly direction along said common line a distance of 28.66 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 500.00 feet and a central angle of 11 degrees 41 minutes 08 seconds; thence in a Southwesterly direction along said common line and along the arc of said curve a distance of 101.98 feet to the P.C.C. (Point of Compound Curve) of a curve to the right having a radius of 25.00 feet and a central angle of 87 degrees 32 minutes 44 seconds; thence in a Southwesterly, Westerly and Northwesterly direction along said common line and along the arc of said curve a distance of 38.20 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northwesterly direction along said common line a distance of 168.92 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 15.00 feet and a central angle of 82 degrees 35 minutes 50 seconds; thence in a Northwesterly, Northerly and Northeasterly direction along said common line and along the arc of said curve a distance of 21.62 feet to a point lying on the Southeasterly Right-of-Way line of said Colonial Promenade Parkway and being the P.R.C. (Point of Reverse Curve) of a curve to the left having a radius of 350.00 feet and a central angle of 5 degrees 25 minutes 15 seconds; thence in a Northeasterly direction (leaving said common line) along the arc of said curve and along the common line of said Southeasterly Right-of-Way line of Colonial Promenade Parkway and Lot 14 a distance of 33.11 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northeasterly direction along said common line a distance of 111.44 feet to a point; thence 102 degrees 56 minutes 28 seconds to

the right in a Southeasterly direction (leaving said common line) a distance of 228.71 feet to the POINT OF BEGINNING.

SUBJECT TO: i) taxes for the year 2007 constituting a lien but which is not yet due and payable; ii) Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 48, Page 584; Deed Book 130, Page 89, 91 and 94; Deed Book 145, Page 297; Deed Book 169, Page 335; Deed Book 181, Pages 212 and 229; and Deed Book 207, Page 676 in the Probate Office of Shelby County, Alabama; iii) Agreement for water line easement to Alabaster Water and Gas Board recorded in Instrument 1992-21213, in the Probate Office of Shelby County, Alabama; iv) Restrictions as to uses declared in that certain I-65, Exit 238 Redevelopment Plant adopted by the City of Alabaster, Alabama, as may be amended from time to time, as set out on deed recorded in Instrument 20040218000085110; Instrument 20040218000085140; Instrument 20040211000072140 and Instrument 20040218000085080, in the Probate Office of Shelby County, Alabama; v) Easement with Covenants and Restrictions affecting Land ("ECR") recorded in Instrument 20040507000243250 and First Amendment to Easements with Covenants and Restrictions affecting Land recorded in Instrument 20040507000243260, in the Probate Office of Shelby County, Alabama; vi) Alabaster Development Agreement recorded in Instrument 20050712000346700, in the Probate Office of Shelby County, Alabama; vii) Easement for Alabama Power Company recorded in Instrument 20050802000388790, in the Probate Office of Shelby County, Alabama; viii) Building line, as shown by map recorded in Map Book 35, Page 102 A and B, in Probate Office of Shelby County, Alabama; ix) Declaration of Covenants, Conditions and Restrictions and Operating Agreement between Colonial Properties Services, Inc. and Prickett Partners, LLLP, dated September 20, 2005 and recorded on September 23, 2005, in Instrument 20050923000494710, in the Probate Office of Shelby County, Alabama; x) Restrictions, 50-foot building line on front, 15-foot building line on rear and 5-foot building line on sides as shown by recorded Map; xi) any coal, oil, gas and other mineral and mining rights not owned by Mortgagor.


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