

PRIOR LIENHOLDER'S AGREEMENT

This PRIOR LIENHOLDER'S AGREEMENT is by and between ALIANT BANK (the "Prior Lienholder") and ALABAMA COMMUNITY DEVELOPMENT CORPORATION (hereinafter along with its successors and assigns, the "CDC").

RECITALS

WHEREAS, RAFIKI HOTELS, L.L.C. (doing business as WINGATE INN) (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 \$4,040,000.00 (the "Prior Loan"). The Prior Loan is secured by a Mortgages, Assignment of Rents and Leases, and Financing Statements dated April 7 1997 and recorded as Instrument 1997-11662, 1997-11663, 1997-11664, 1997-11665, 1997-11666, 1997-11667 and _____ 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 (hereinafter less and except furniture, fixtures and equipment for the guest rooms known as the "Equipment") owned by Borrower (the "Security Interest").

WHEREAS, CDC has agreed to make a loan in the amount of \$1,000,000.00 (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 \$970,000.00 from CDC in accordance with instruction given to CDC by Borrower. Such \$970,000.00 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 \$3,070,000.00, and will be the only obligation superior to Borrower's obligations to CDC which are secured by the Mortgage, and the Security Interest in the Equipment.
2. Subordination of Future Advances. Except for liens arising from advances under the Prior Mortgage or Security Interest intended to preserve the Real Estate or Equipment and made pursuant to the Prior Mortgage or Security Interest, any lien securing any sum advanced to Borrower by Prior Lienholder after the date of this Agreement will be subordinate to the lien created by the 504 Mortgage and the security interest in favor of CDC in the Equipment.
3. 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.

4. Notice of Default Under the Prior Loan. If an event of default occurs under the Prior Mortgage or any document evidencing the Prior Loan, Prior Lienholder will give CDC and the U.S. Small Business Administration (the SBA) written notice of the event of default within thirty (30) days after the occurrence of the event of default. After an event of default, Prior Lienholder will not sell all or any portion of the Real Estate without giving CDC and the SBA at least sixty (60) days' prior written notice of its intent to sell the Real Estate or any portion thereof. Notice under this Section shall be deemed to have been given when sent by certified or registered mail, return receipt requested, addressed, as the case may be, to CDC, ALABAMA COMMUNITY DEVELOPMENT CORPORATION at Suite 300, # 3 Office Park Circle, Birmingham, Alabama, 35223, and to the SBA at its Birmingham District Office, Suite 200, 2121 Eighth Avenue North, Birmingham, Alabama 35203-2398, Attention: District Counsel.

5. 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 14th day of May, 1998.

ALIAN BANK

By John J. Thomas
(Its S.V.P.)

ACKNOWLEDGED AND CONSENTED TO:
RAFIKI HOTELS, L.L.C. (doing business as WINGATE INN)

By: Kirit F. Patel
Kirit F. Patel (Its Manager)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John J. Thomas, whose name as Senior Vice President of ALIAN 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 14th day of May, 1998.

John J. Thomas
NOTARY PUBLIC

My Commission Expires: July 19, 2000

THIS INSTRUMENT PREPARED BY:

William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor 109 North 20th Street
P.O. Box 370027
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EXHIBIT "A"

TO

**MORTGAGE
AFFIDAVIT AND AGREEMENT
FINANCING STATEMENT (UCC-1)
PRIOR LIENHOLDER'S AGREEMENT
ASSIGNMENT OF LEASES AND RENTS
HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT**

BORROWER: RAFIKI HOTELS, L.L.C. (doing business as WINGATE INN)

LENDER: ALABAMA COMMUNITY DEVELOPMENT CORPORATION

**Lot 2D-2, according to a Resurvey of Lot 2D, being a Resurvey
of Lots 2-B Being a Resurvey of Lot 2 of Meadow Brook
Corporate Park, Phase I, recorded in Map Book 21, page 92, in
the Probate Office of Shelby County, Alabama**

Inst # 1998-19251

**05/27/1998-19251
10:00 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 13.50**