

**SUBORDINATION AGREEMENT**

**WHEREAS**, Dhani, Inc. hereinafter termed "Borrower", is presently indebted to the U.S. Small Business Administration (hereinafter "SBA"), an agency and instrumentality of the United States of America, as evidenced by that certain Promissory Note executed the 10th day of October 1996 and assigned to the SBA, in the original principal amount of \$1,000,000.00, and that certain Agreement for Assumption of Indebtedness, dated the 17<sup>th</sup> day of May, 1999; and,

**WHEREAS**, said Note is secured, among other things, by that certain Mortgage, hereinafter termed "SBA Mortgage", dated the 10th day of October 1996 and as instrument #1996-34290 in the Office of the Judge of Probate of Shelby County, Alabama; and,

*JA* **WHEREAS**, said Borrower is desirous of obtaining a loan in the amount of not more than ~~\$1,460,000.00~~ <sup>1,470,000.00</sup> from SouthTrust Bank (hereinafter "Lender") their successors or assigns, as their interest may appear, for the purpose of refinancing a previous first mortgage secured by the property more fully described in Exhibit "A", attached hereto and made a part hereof; and,

**WHEREAS**, Lender requires the Borrower to secure said new loan with a new Mortgage on the real estate described in SBA Mortgage, more fully described in Exhibit "A", attached hereto and made a part hereof.

**NOW, THEREFORE**, in and for good and valuable consideration, and in order to induce said Lender to make said loan to Borrower SBA does hereby subordinate the lien of their mortgage and their interest in said SBA Mortgage, such that, the SBA is second and subservient to the said mortgage with Lender, and there are no intervening mortgages or liens on said property.

**IT IS EXPRESSLY AGREED AND UNDERSTOOD** that neither this Subordination Agreement nor anything contained herein shall in any wise alter or affect the validity of the Mortgage of the SBA, first mentioned herein, or the lien on the items so subordinated herein, or any of the other collateral securing the indebtedness to the SBA.

**IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD** that this Subordination is to extend only to the amount of the current loan made to the Borrowers, for the purpose or purposes expressly set forth herein; and will not be valid for or extend to any future advances by Lender to Borrowers, on the Note evidencing Lender's loan. This clause, however is NOT intended to prevent or inhibit advances by Lender for expenses incidental to the preservation of its collateral, protection of its security interest, collection of its debt, and/or the like.

Inst # 1999-20629

05/17/1999-20629  
10:06 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MMS 13.50

IN WITNESS WHEREOF, the U.S. Small Business Administration has caused this Subordination Agreement to be executed this, the 11<sup>th</sup> day of May, 1999.

U.S. SMALL BUSINESS ADMINISTRATION

5/11/99  
Date

By: [Signature]  
J. MARTIN ORR, as ASSISTANT DIRECTOR  
Commercial Loan Servicing Center-LR

ACKNOWLEDGMENT

STATE OF ARKANSAS     )  
  )ss.  
COUNTY OF PULASKI     )

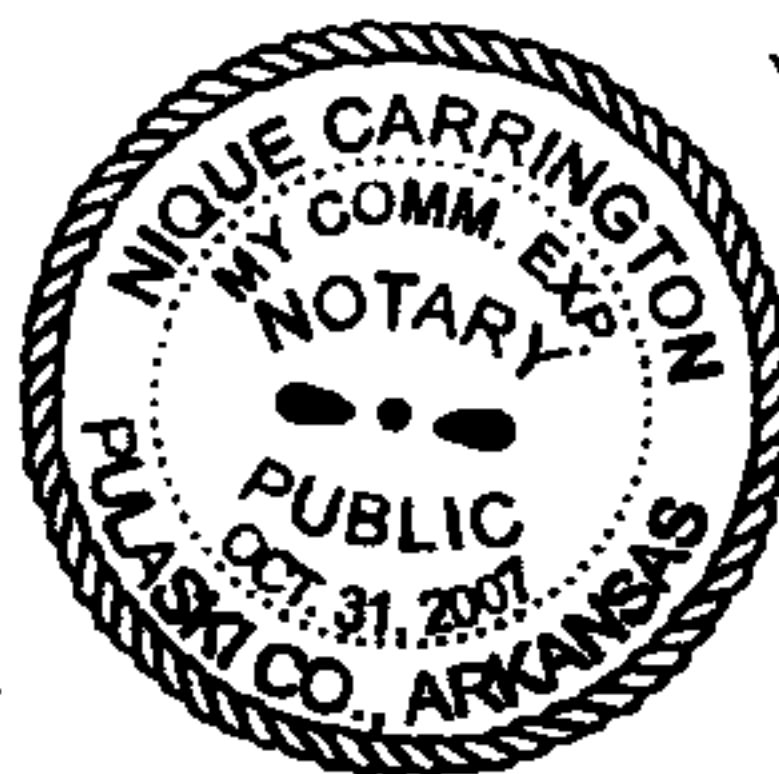
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Martin Orr, (Title) ASSISTANT DIRECTOR, Commercial Loan Servicing Center, of the Small Business Administration, and the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that the same was the act of the Small Business Administration and that he executed the same as the free act and deed of the Small Business Administration for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office this the 11<sup>th</sup> day of MAY, 1999.

My Commission Expires:

10/31/2007

This instrument prepared by:  
Tamara Y. Lee  
The Southern Development Council, Inc.  
4101 C Wall Street  
Montgomery, AL 36106  
334-244-1801



[Signature]  
Notary Public

EXHIBIT "A"

TO

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, AND  
SECURITY AGREEMENT  
FINANCING STATEMENT (UCC-1)  
HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT

BORROWER: DHANI, INC. (doing business as SLEEP INN)

LENDER: SOUTHTRUST BANK, N.A.

Commence at the Northwest corner of the Southeast 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and run in an Easterly direction along the North line of said Section a distance of 329.55 feet to a point, said point lying on the Southwesterly boundary line of Cahaba Valley Park North, as recorded in Map Book 13, Pages 140A and 140B, in the Office of the Judge of Probate of Shelby County, Alabama; thence turn a deflection angle of 60 degrees 17 minutes 38 seconds to the right and run in a Southeasterly direction along said boundary line of Cahaba Valley Park North a distance of 841.51 feet to a point, being the point of beginning of the herein described parcel; thence continue along last described course in a Southeasterly direction a distance of 168.58 feet to a point, said point being an iron pin found at the Northeast corner of the real property described in Instrument #1994-08119, recorded in the Office of the Judge of Probate of Shelby County, Alabama; thence turn an interior angle of 91 degrees 53 minutes 48 seconds and run to the right in a Southwesterly direction on a line that is 250 feet, Northwest of the Northwesterly right of way of Alabama Highway #119 a distance of 517.09 feet to a point; thence turn an interior angle of 88 degrees 06 minutes 12 seconds and run to the right in a Northwesterly direction a distance of 168.58 feet to a point; thence turn an interior angle of 91 degrees 53 minutes 48 seconds and run to the right in a Northeasterly direction a distance of 517.09 feet to the point of beginning.