

SUBORDINATION AGREEMENT

DATE: June 16, 2004

LENDER: Century Bank, N.A.

LENDER'S MAILING ADDRESS: 2900 St. Michael Drive
Texarkana, Texas 75503

LESSOR: McKibbon Brothers, Inc.

LESSOR'S MAILING ADDRESS: 402 Washington Street, S.E., Suite #200
Gainesville, Georgia 30501

LESSEE: McKibbon Hotel Group of Birmingham, Alabama, L.P.

LESSEE'S MAILING ADDRESS: 402 Washington Street, S.E., Suite #200
Gainesville, Georgia 30501

PROPERTY: See Exhibit "A" attached hereto and incorporated herein

1. Lessee owes Lender a primary debt of even date herewith in the original principal sum of Seven Million Four Hundred Eighty-One Thousand Two Hundred Fifty and No/100 Dollars (\$7,481,250.00) and has heretofore entered into a Ground Lease on May 11, 2004, with Lessor covering leased premises located on real property described on Exhibit "A" attached hereto, and in consideration of the primary debt, the parties agree that the Lease is and will remain subordinate to the primary debt.

2. Lessor hereby subordinates all legal and equitable interests, rights or liens now or later arising from the subordinate Lease, with respect to the leasehold granted therein, to all rights, security interests, liens, mortgages, and assignments in favor of Lender now or later securing the primary debt.

3. Lessor agrees to notify Lender at least ten (10) days before any assignment, conveyance or encumbrance of the subordinate Lease.

4. Without limitation, consent, notice or liability, and without releasing or impairing any of Lender's rights against Lessor or any of Lessor's obligations in this Agreement, Lender may take any of the following actions with respect to Lessee:

A. Take additional security for the primary debt;

B. Release, exchange, subordinate or discharge any security for the primary debt;

C. Release any person or entity obligated on the primary debt;

D. Modify or waive compliance with any agreement relating to the primary debt;

E. Grant any adjustment, indulgence or forbearance to or compromise with any person or entity liable for the primary debt;

F. Neglect, delay, omit, fail or refuse to take or prosecute any action for collection of the primary debt, to foreclose any collateral, or to take any action regarding any agreement securing the primary debt.

5. Lender may assign Lender's rights under this Agreement in connection with any assignment or transfer of the primary debt.

6. Any exercise of foreclosure remedies or other remedies or rights granted Lender by Lessee in and to the its leasehold interest in the leased premises or any personal property owned by Lessee securing the primary debt shall result in the foreclosure of any residual rights or interests that Lessor might have under the Lease or after the termination of the leasehold in and to such personal property upon which Lender has a security interest securing the primary debt unless Lender, or any successor or assignee of Lender, elects to continue the Lease pursuant to the Assignment of Lease of Deed of Trust securing the leasehold interest of Lessee this day executed by Lessee to Lender, and any purchaser at a foreclosure sale shall take title to the personal property free of all legal and equitable rights, interests, and liens of Lessor. Nothing herein shall be construed to prevent Lessor from exercising its rights to terminate the Lease for non-payment of any amount payable by the Lessee under the Lease, including Lessee and successor in interest to Lessee. Lessor will provide Lender thirty (30) days prior notice before exercising its right of termination of the Lease and Lender shall have the right to cure any default by Lessee, if such cure is made prior to the effective date of termination, in order to prevent the termination of the Lease.

7. The term "primary debt" means all present and future debts, obligations, and liabilities, direct or indirect, absolute or contingent, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise. The term includes all costs incurred to obtain, preserve, perfect or enforce any security interest, lien or mortgage; to collect any debt; or to maintain, preserve, collect and enforce any collateral. The term also includes interest, if any, accruing on these amounts, as provided in any written instrument.

8. Every instrument evidencing or securing the subordinate Lease will bear on its face a statement indicating that the instrument is subordinate to the primary debt as described in this Agreement.

9. Lessor and Lessee will take all actions and execute all documents requested by Lender necessary for performance of this Agreement.

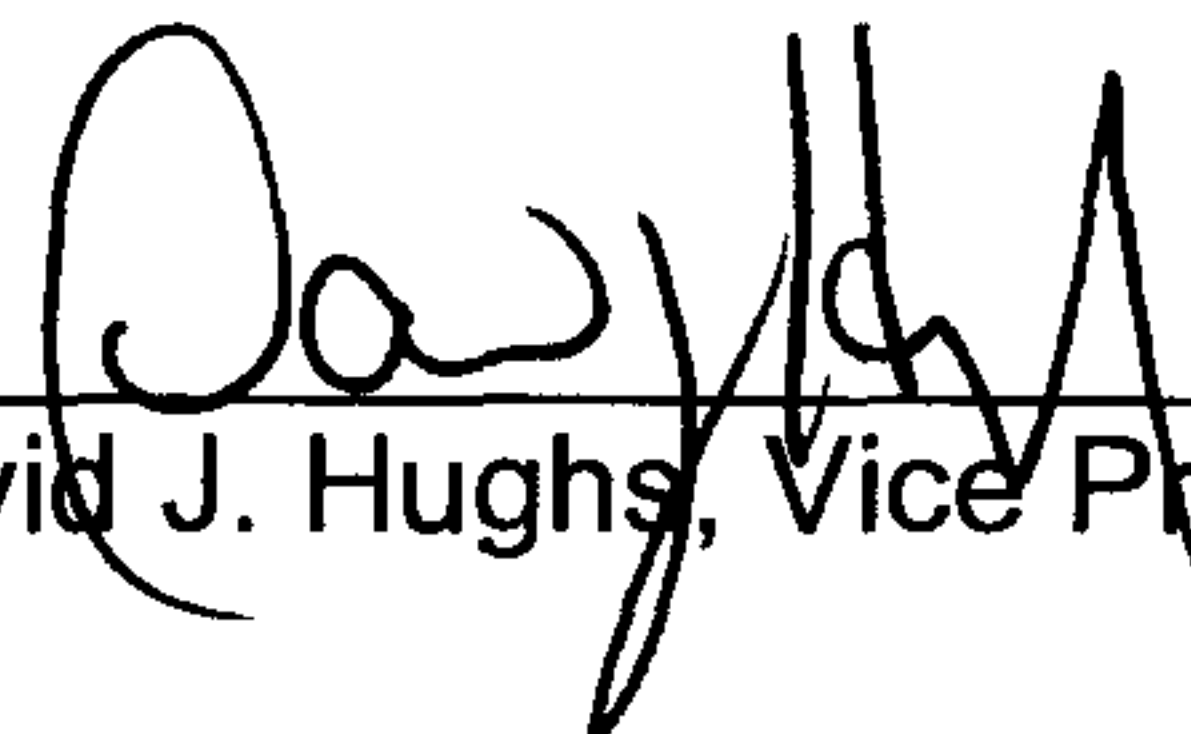
10. This Agreement is performable in the county of Lender's mailing address and is governed by the laws of the State of Texas except where the internal laws of the State of Alabama regulate foreclosure of personal property or leases require otherwise.

11. This instrument shall bind, inure to the benefit of, and be exercised by successors-in-interest and assigns of all parties.

12. When the context requires, singular nouns and pronouns include the plural.

LESSOR:

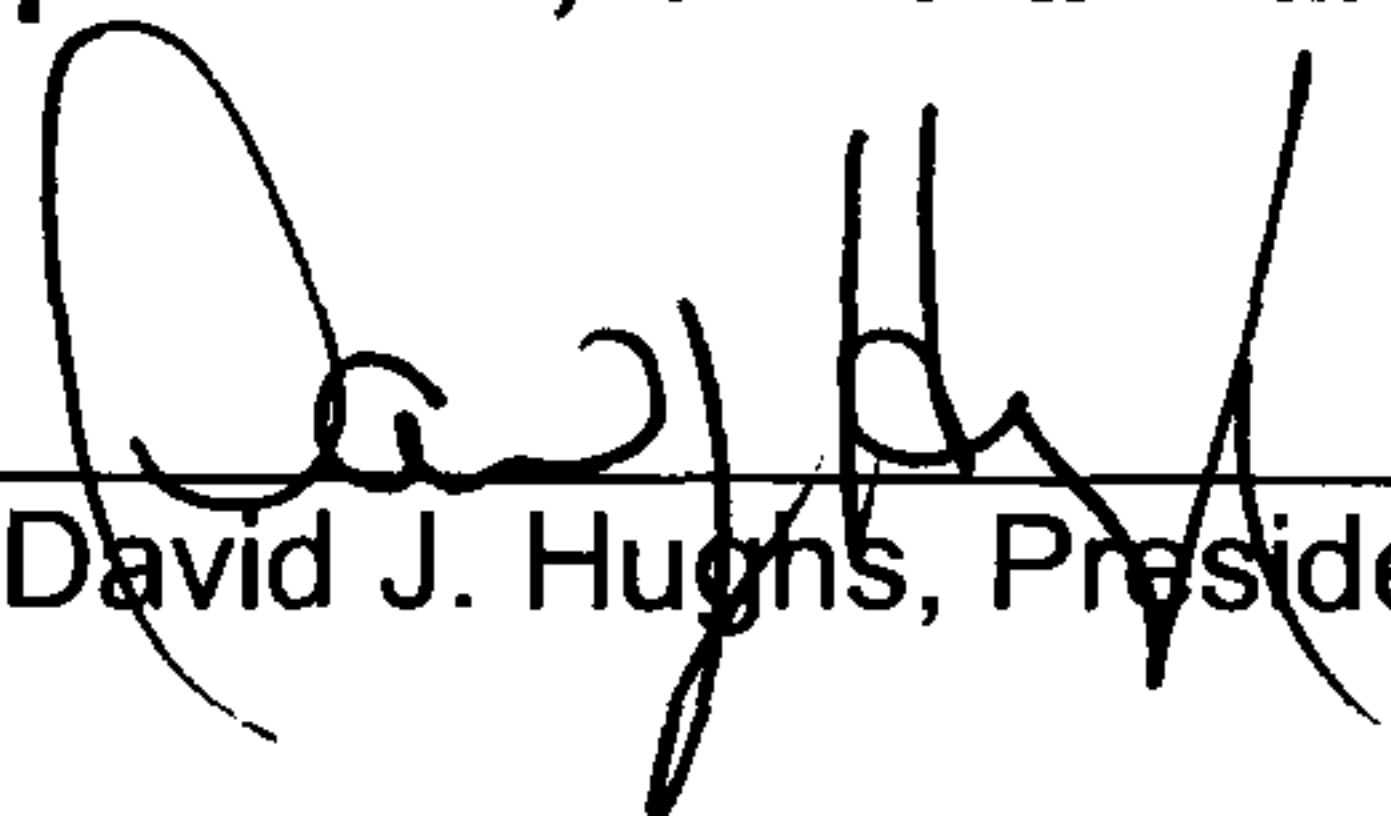
MCKIBBON BROTHERS, INC.

By: 
David J. Hughs, Vice President

LESSEE:

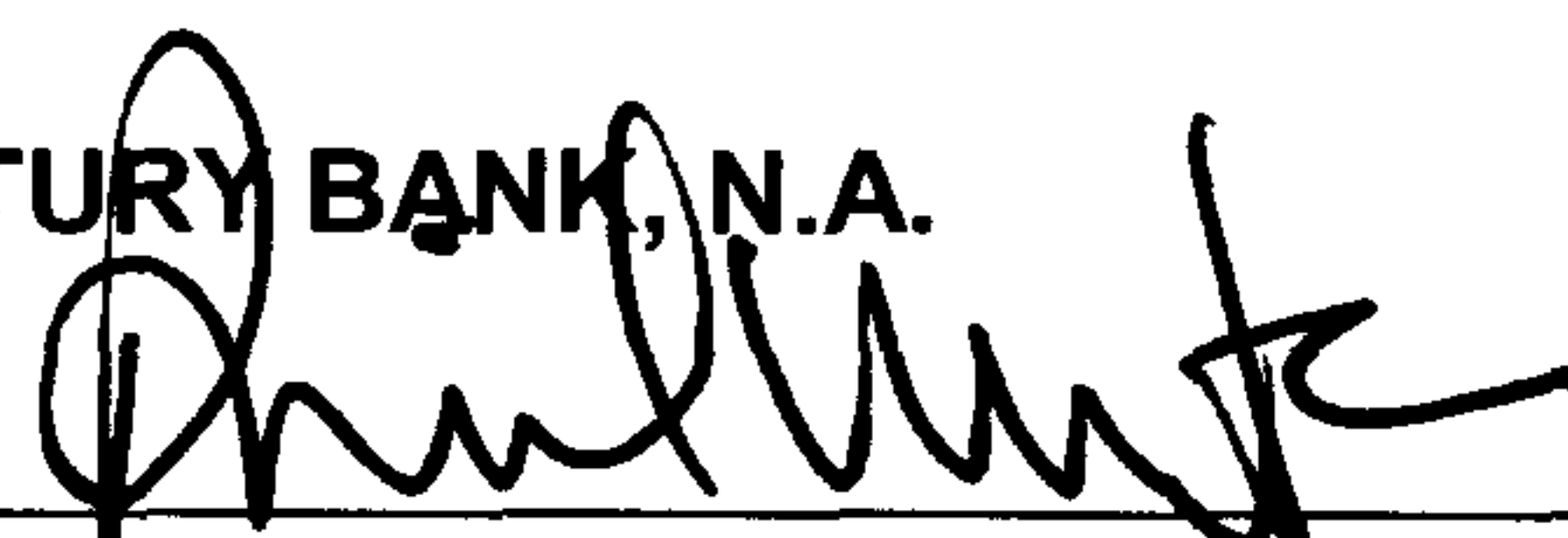
**MCKIBBON HOTEL GROUP OF BIRMINGHAM,
ALABAMA, L.P., a Georgia Limited Partnership**

By: **MCKIBBON HOTEL GROUP, INC., a Georgia
corporation, General Partner,**

By: 
David J. Hughs, President

LENDER:

CENTURY BANK, N.A.

By: 
Dave White, Vice President

ACKNOWLEDGMENT

STATE OF GEORGIA

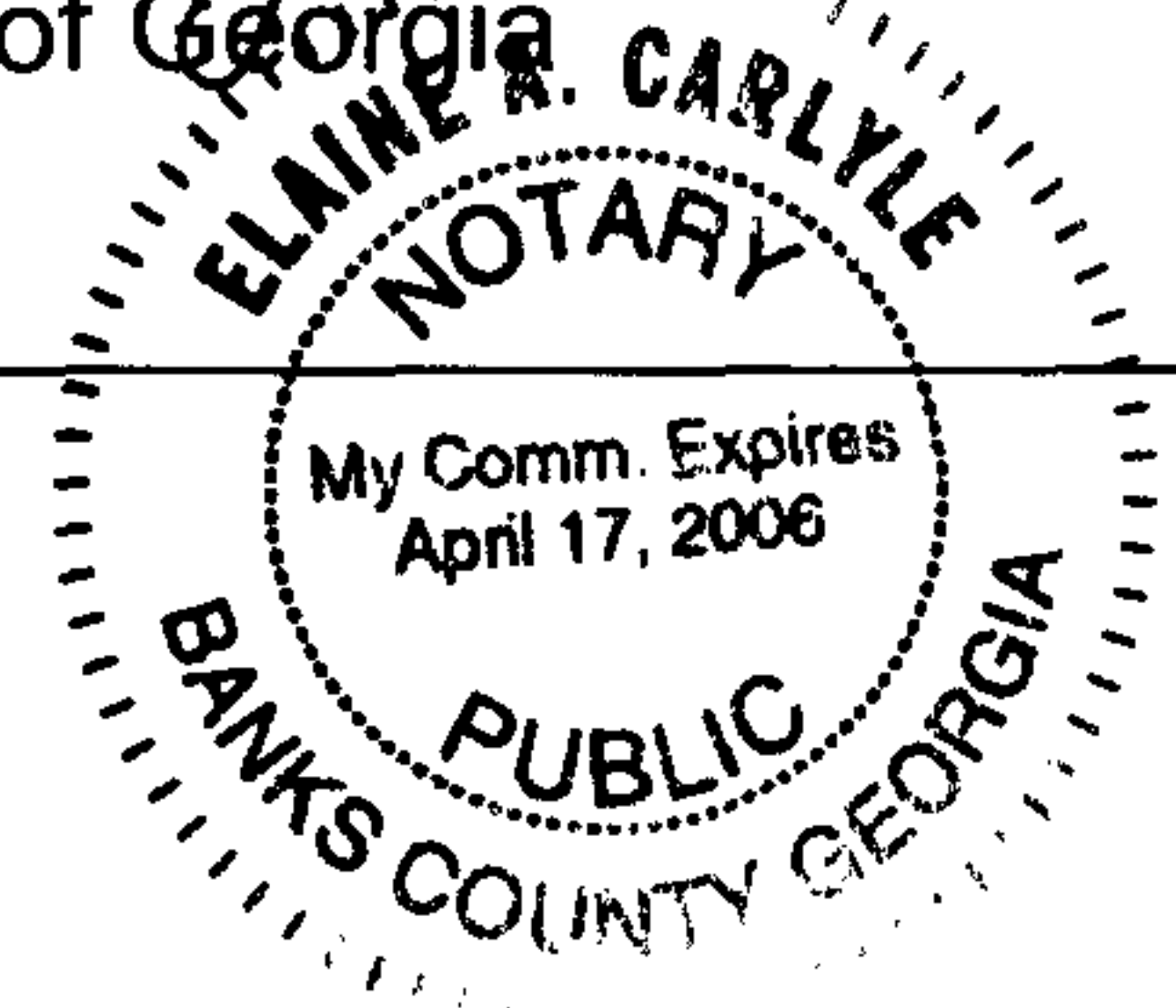
COUNTY OF HALL

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared David J. Hughs, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said McKibbon Brothers, Inc., a Georgia corporation, and that he executed the same as the act of the said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of June, 2004.

Elaine A. Carlyle
NOTARY PUBLIC, State of Georgia

My Commission Expires:



STATE OF GEORGIA

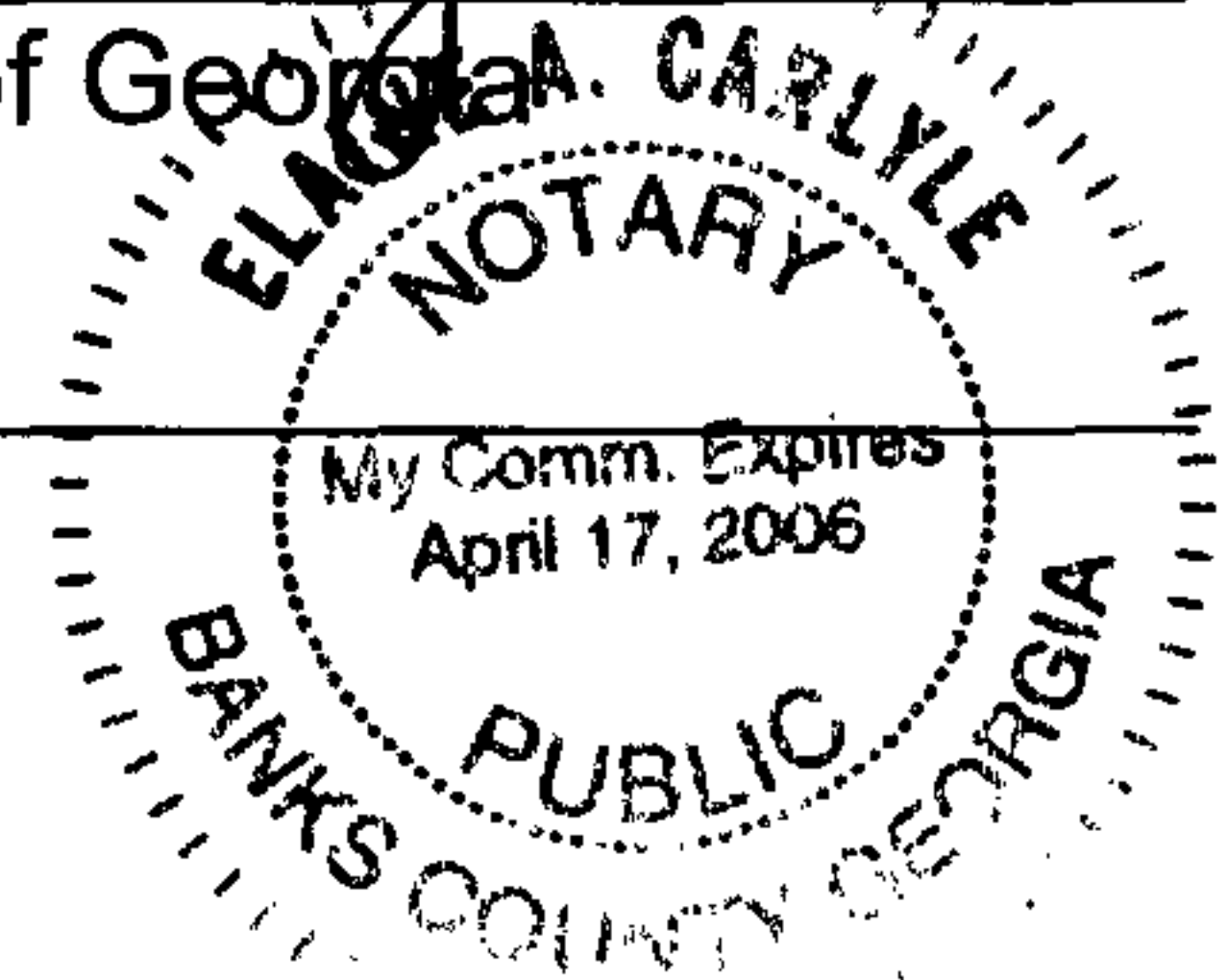
COUNTY OF HALL

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared David J. Hughs, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said McKibbon Hotel Group, Inc., General Partner of McKibbon Hotel Group of Birmingham, Alabama, L.P., a Georgia limited partnership, and that he executed the same as the act of the said partnership for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of June, 2004.

Elaine A. Carlyle
NOTARY PUBLIC, State of Georgia

My Commission Expires:




STATE OF TEXAS

COUNTY OF BOWIE

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Dave White, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Century Bank, N.A., a national banking association, and that he executed the same as the act of the said association for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16 day of June, 2004.


NOTARY PUBLIC, State of Texas

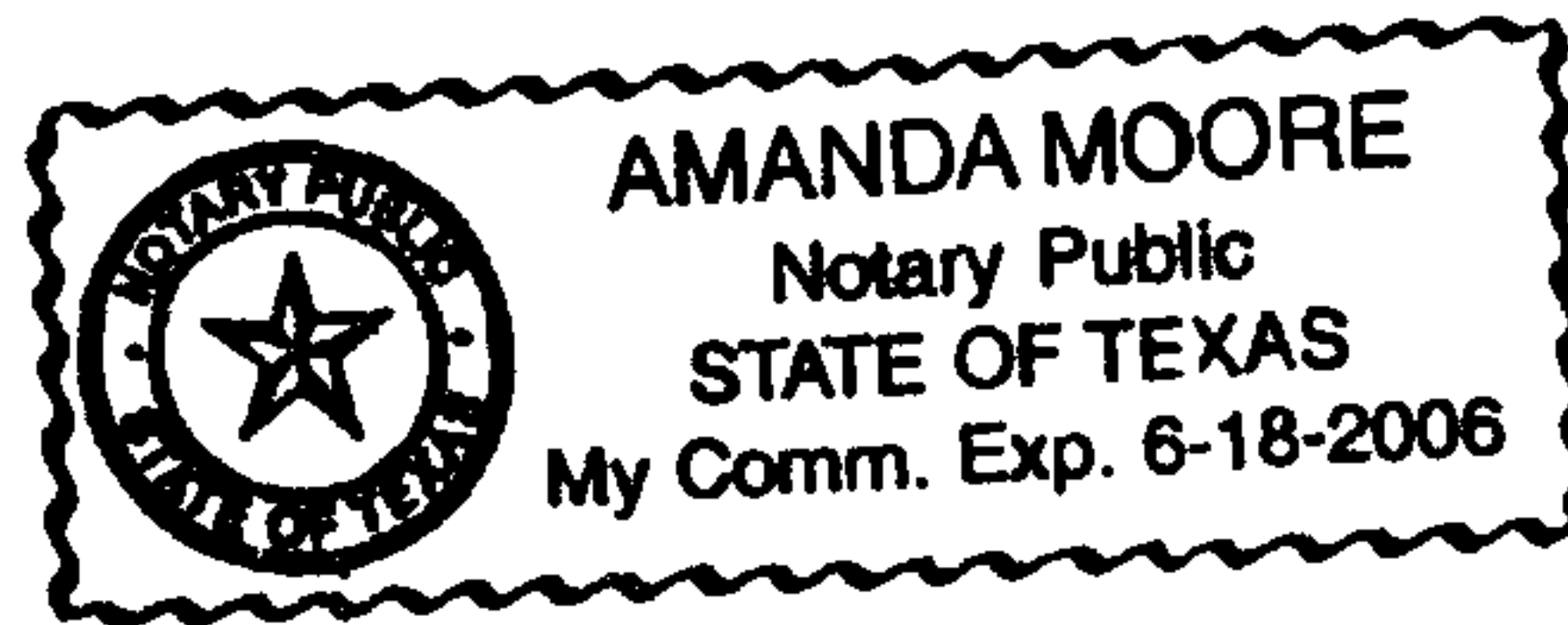


EXHIBIT "A"

A parcel of land situated in the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, said point also being on the West boundary line of Lot 1, of Dewberry's Subdivision as recorded in Map Book 9, page 11, in the Office of the Judge of Probate, Shelby County, Alabama; thence run North 00° 01' 03" West along the West line of said 1/4 - 1/4 line and said West lot line for a distance of 150.00 feet to the Point of Beginning; thence leaving said 1/4 - 1/4 line and said West lot line run South 89° 58' 57" West for a distance of 368.00 feet; thence run North 68° 11' 03" West for a distance of 175.55 feet to the Southeasterly right of way of Inverness Center Drive (ROW varies); said point also being the point of curvature of a curve to the left, having a radius of 375.00 feet, a central angle of 14° 31' 16" a chord length of 94.79 feet and a chord bearing of North 19° 54' 23" East; thence continue along the arc of said curve and along said right of way for a distance of 95.04 feet to the Point of Tangency of said curve; thence run North 12° 38' 45" East along said right of way for a distance of 78.22 feet; thence run North 03° 50' 26" East along said right of way for a distance of 96.13 feet; to the point of curvature of a curve to the right, having a radius of 361.25 feet, a central angle of 24° 42' 04" a chord length of 154.54 feet and a chord bearing North 16° 11' 28" East; thence continue along the arc of said curve and along said right of way for a distance of 155.74 feet; thence leaving said right of way run South 73° 17' 13" East for a distance of 258.79 feet; thence run South 80° 00' 58" East for a distance of 187.24 feet to the West line of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, said point also being on the West line of Lot 1, of Dewberry's Subdivision as recorded in Map Book 9, page 11 in the Office of the Judge of Probate, Shelby County, Alabama; thence run South 00° 01' 03" West along said 1/4 - 1/4 line and said West lot line for a distance of 368.01 feet to the Point of Beginning.

Together with those rights granted in the Access Road Construction and Easement Agreement and Drainage Easement Agreement recorded in Instrument 20030618000380510, in the Probate Office of Shelby County, Alabama.