

MEMORANDUM OF ASSIGNMENT OF LEASE

STATE OF ALABAMA

COUNTY OF SHELBY

WHEREAS, on the 16th day of June, 2004, **McKibbon Hotel Group of Birmingham, Alabama, L.P.**, a Georgia limited partnership, acting by and through its General Partner, **McKibbon Hotel Group, Inc.**, a Georgia corporation authorized and doing business in the State of Alabama ("Assignor"), did execute an Assignment of Lease in favor of Century Bank, N.A. ("Assignee"), as security for a debt more particularly described in said Assignment of Lease; and

WHEREAS, reference is here made to said Assignment of Lease for the specific terms and provisions of a loan from to Assignee to Assignor set forth therein, as well as the Ground Lease assigned to Assignee.

WHEREAS, the debt referenced above is also secured by a Leasehold Deed of Trust, Security Agreement and Assignment of Rents and Leases executed by Assignor to Assignee, covering the following described property located in Shelby County, Alabama, to wit:

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.

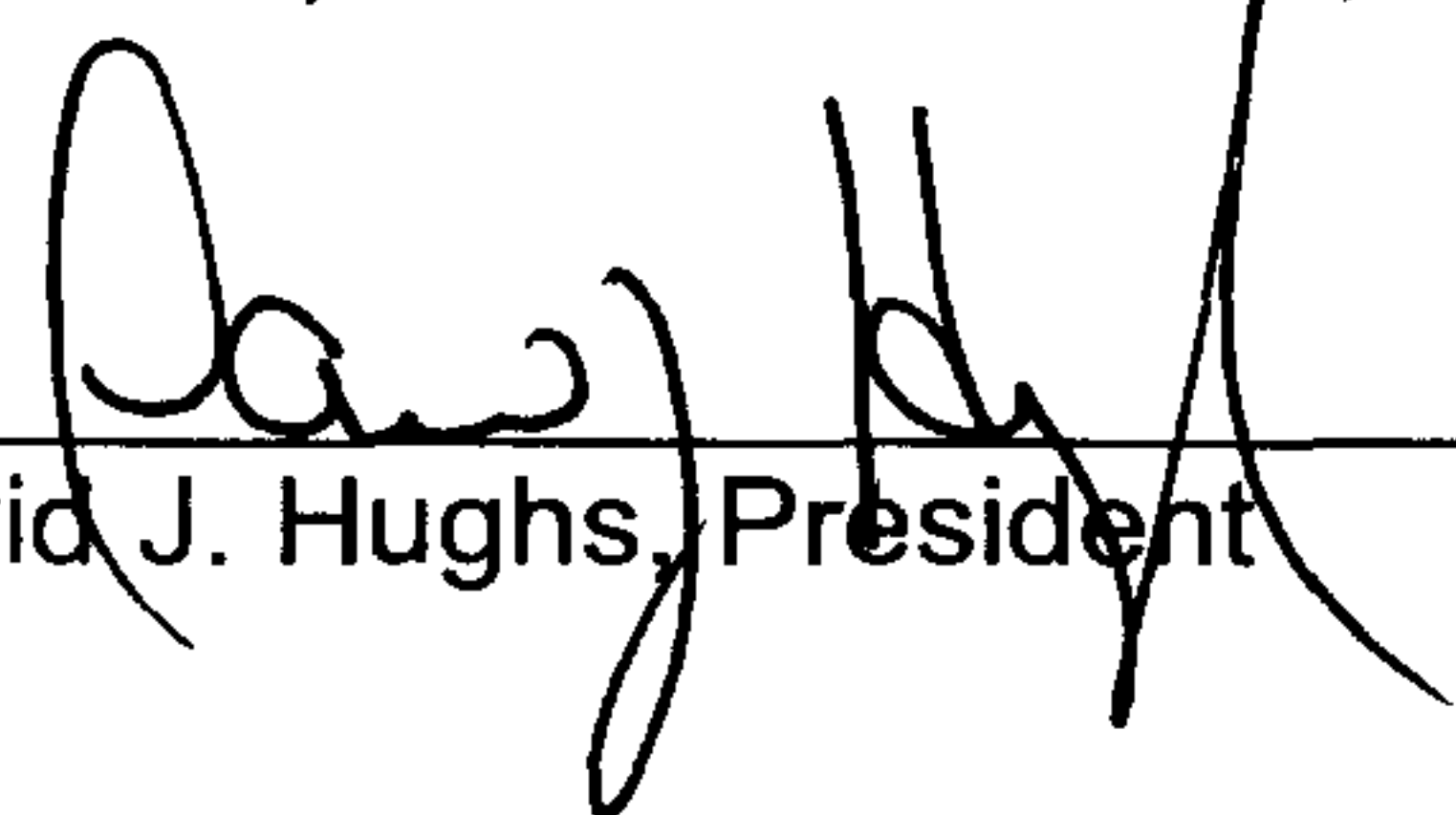
WHEREAS, said Assignment of Lease has been given as additional security for payment of a loan of Seven Million Four Hundred Eighty-One Thousand Two Hundred Fifty and No/100 Dollars (\$7,481,250.00) made to Assignee by Assignor, evidenced by one certain Promissory Note in the original principal amount of Seven Million Four Hundred Eighty-One Thousand Two Hundred Fifty and No/100 Dollars (\$7,481,250.00) dated June 16, 2004;

NOW, THEREFORE, Assignor does execute this Memorandum of Assignment of Lease for the purpose of incorporating herein the Assignment of Lease dated June 16, 2004, executed by Assignor in favor of Assignee, to which reference is here made to said Assignment of Lease for all purposes. A copy of the Assignment of Lease referenced herein can be viewed at the offices of Assignee located at 2900 St. Michael Drive, Texarkana, Texas 75503.

WITNESS my hand this 16th day of June, 2004.

**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

ACKNOWLEDGMENT

20040625000348750 Pg 3/3 17.00
Shelby Cnty Judge of Probate, AL
06/25/2004 12:40:00 FILED/CERTIFIED

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. Banks
NOTARY PUBLIC, State of Georgia
My Comm Expires
April 17, 2006
BANKS COUNTY GEORGIA