

NOTE: This agreement is being recorded to evidence the assumption of a loan that has not been increased or the maturity extended hereby. All recording privilege taxes have been previously paid upon the Mortgage described herein.

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

LOAN ASSUMPTION AGREEMENT

THIS LOAN ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the 16th day of December, 2004 (the "Effective Date"), by **JRP Hospitality Corporation**, an Alabama corporation (the "Assumptor"), for the benefit of **Parvati, LLC** (the "Seller") and **Shital Patel and Priti Patel** (collectively, the "Borrower").

RECITALS:

A. Parkside Inn, Inc. (the "Lender") holds a promissory note dated September 2, 2002, in the original principal amount of \$940,000.00 made and delivered by the Borrower (the "Note"). The Note is secured by a Mortgage dated September 2, 2002 and recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #20020717000446660 (the "Mortgage"), on that certain real property (the "Property") more particularly described on Exhibit A attached hereto.

(All documents executed in connection with the Note and Mortgage are hereinafter collectively referred to as "Loan Documents.")

B. Assumptor has agreed to purchase the Property from Seller and has agreed to assume and pay the indebtedness evidenced by the Note and Mortgage.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assumption of Loan. As of the date of this Agreement, the Assumptor agrees to and does hereby unconditionally assume and agree with Borrower to perform all of the obligations, covenants, agreements and liabilities of the Borrower set forth in the Note, the Mortgage and under each of the other Loan Documents, whether as "Borrower", "Maker", "Mortgagor", or "Debtor", including without limitation,

(a) payment of all sums due under the Note and Mortgage; and

(b) all indemnifications, liabilities, obligations and undertakings of Borrower arising under and pursuant to the Loan Documents.

As of the date of this Agreement, the Assumptor further agrees to abide by and be bound by all of the terms of the Loan Documents, all as though each of the Loan Documents had been made, executed and delivered by the Assumptor. The Assumptor acknowledges that it is purchasing the Property subject to the Lender's interest therein as created and governed by the Mortgage and the other Loan Documents.

2. Note Balance. Assumptor acknowledges and agrees that the outstanding, unpaid principal balance of the Note is \$907,262.25.

3. General Provisions.

(a) This Agreement shall be construed according to and governed by the laws of the State of Alabama, without regard to its conflicts of law principles;

(b) If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, such invalid, illegal or unenforceable provision will be deemed omitted and all other provisions of this Agreement shall remain in full force and effect;

(c) This Agreement contains the entire agreement between all of the parties hereto and is intended to be an integration of all prior agreements, conditions or undertakings between all the parties hereto with respect to the assumption by Assumptor of Borrower's obligations under the Loan Documents;

(d) No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties referenced in the introductory paragraph hereof;

(e) The captions contained in this Agreement are for convenience of reference only and in no event define, describe or limit the scope or intent of this Agreement or any of the provisions or terms thereof;


(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns;

(g) The Assumptor, by its execution of this Agreement, hereby acknowledges and covenants that a default, a breach of a representation or warranty, or the failure to fulfill any covenant under this Agreement by the Assumptor, will constitute an event of default under the Loan Documents and the Lender shall be entitled to all remedies provided and contained in the Loan Documents as if such remedies were fully set out herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSUMPTOR:

JRP HOSPITALITY CORPORATION

By: 
Dharmesh Patel
Its: President

STATE OF ALABAMA)
)
Jefferson) COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Dharmesh Patel, whose name as President of JRP Hospitality Corporation, an Alabama 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 16th day of December 2004.


Notary Public

[NOTARIAL SEAL]

My commission expires: 9-2-2008

EXHIBIT A

Legal Description

Lot in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 22 South, Range 2 West, described as follows:

Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 22 South, Range 2 West; thence run West along the North line of Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ a distance of 287.58 feet to the Southeast right of way line of existing Highway 25; thence turn an angle of $36^{\circ}13'$ to the left and run along the Southeast right of way line of existing Highway 25, a distance of 281.35 feet to the West right of way line of a proposed State Highway County Road relocation; thence turn an angle of $61^{\circ}42'$ to the left and run along the West line of said proposed State Highway County Road relocation a distance of 221.00 feet to the point of beginning; thence continue in the same direction along the West line of said proposed State Highway County Road relocation a distance of 389.60 feet to the point of intersection of the West line of said proposed State Highway County Road relocation with the Northeast right of way line of State Highway Project 1-202-2(7), and the North right of way line of the proposed relocation of State Highway 25; thence turn an angle of $120^{\circ}54'$ to the right and run along the Northeast right of way line of State Highway Project No. 1-202-2(7), a distance of 107.37 feet; thence turn an angle of $41^{\circ}50'$ to the right and continue along said right of way line a distance of 233.81 feet; thence turn an angle of $10^{\circ}50'$ to the right and run along said right of way line a distance of 81.15 feet; thence turn an angle of $86^{\circ}22'$ to the right and run a distance of 173.15 feet to the point of beginning.

Situated in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 22 South, Range 2 West, Shelby County, Alabama; being situated in Shelby County, Alabama.