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Shelby Cnty Judge of Probate, AL
09/03/2008 11:59:58AM FILED/CERT

AFTER RECORDING, RETURN TO:

Michael J. Hay, Esq.
ANDERSEN, TATE, MAHAFFEY & MCGARITY, P.C.
Post Office Box 2000
1505 Lakes Parkway, Suite 100
Lawrenceville, Georgia 30046-2000
File #19692.70144

STATE OF Texas
COUNTY OF Bexar

SUBORDINATION AGREEMENT

The undersigned is the beneficiary and holder of certain rights outlined in that certain Amended Plan of Reorganization filed in the United States Bankruptcy Court for the Northern District of Alabama Southern Division in the case styled In Re: Karsons International, Inc., Cloverleaf Motel, Inc. and Nouman Akbar Malik, BK Case No. 02-09409 through 02-09411, including, without limitation, all obligations as set forth in the Term Sheet to the aforesaid Amended Plan of Reorganization, as amended by the Amendment to Term Sheet (hereinafter, as amended, the "Bankruptcy Plan"), which Bankruptcy plan included certain rights pertaining to the property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

Karsons International, Inc. ("Karsons") has applied for a loan from METRO CITY BANK in the approximate amount of \$2,640,000.00 to be secured by a Real Estate Mortgage and Security Agreement (hereinafter referred to as the "Bank Mortgage") conveying the above-described property to Metro City Bank (hereinafter designated as "Lender"). Lender has declined to make such loan unless the undersigned's rights pursuant to the Bankruptcy Plan, including, without limitation, all lien rights, rights of first refusal/offer, and indebtedness of Karsons to the undersigned be subordinated to and made subject and inferior to the aforesaid loan from Lender and the Bank Mortgage securing same.

THEREFORE, in consideration of TEN DOLLARS (\$10.00) in hand paid by the said Grantor to the undersigned, and in consideration of the consummation of said loan in reliance upon this instrument, and other good and valuable consideration, the receipt and sufficiency of which is



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hereby acknowledged by the parties referenced herein, the undersigned hereby subordinates all its rights, title or interest under said outstanding Bankruptcy Plan, and all indebtedness referenced therein, or otherwise, in or to the property described therein (including the "Property") as against aforesaid loan to be made by the aforesaid Lender secured by the above-described Property pursuant to the Bank Mortgage, including, without limitation, (i) all liens and security interests referenced in Paragraph 2 of the Term Sheet (as amended) referenced above, including all security interests in "all personal property of Holiday Inn Express" as set forth in subsection (b) of Paragraph 2 of the aforesaid Term Sheet (as amended) referenced above, (ii) all interest of the undersigned in the "Second Lien Note" in the amount of \$400,000.00 and all security interests and liens referenced in Paragraph 3 of the aforesaid Term Sheet (as amended) relating thereto, and (iii) all rights of the undersigned contained in Paragraph 10 of the aforesaid Term Sheet (as amended) relating to a right of first refusal to purchase the aforesaid Property and the "Residence" (as defined in the aforesaid Term Sheet, as amended), so that the Bank Mortgage shall convey title to the above-described Property superior to the undersigned's rights pursuant to the Bankruptcy Plan and superior to the indebtedness referenced therein and secured thereby. The undersigned further subordinates all right, title and interest under aforesaid Bankruptcy Plan and the indebtedness referenced therein or secured thereby to any and all other extensions and/or renewals of the debt secured by the Bank Mortgage and any advances made by Lender to Karsons authorized by the loan documents by and between Karsons and Lender pursuant to Georgia law. The undersigned further acknowledges and agrees that no escrow arrangement was ever established as set forth in Paragraph 2, subsection (d) of the aforesaid Term Sheet, as amended, it being acknowledged by the undersigned that the undersigned does hereby waive all rights to require an escrow arrangement and the delivery of the General Warranty Deed referenced nor the common stock of Karsons International, Inc., it being acknowledged by the undersigned that the undersigned waives all rights to receive a General Warranty Deed from Karsons or any stock of Karsons. This Subordination Agreement shall be binding upon the successors and assigns of the undersigned and shall operate to the benefit of the Grantee in the aforesaid Bank Mortgage, the successors and assigns of said Grantee, and of any purchaser at any foreclosure sale thereunder and shall apply with like force and effect to any renewal(s) thereof.

IN WITNESS WHEREOF, the undersigned has caused this agreement to be executed this 1
day of August, 2008.

TEXHOST, LLC, a Nevada limited liability
company

By: [Signature] (SEAL)
Name: John Mosher
Title: Manager

STATE OF Texas)
COUNTY OF Bexar)

I, the undersigned, a Notary Public in and for said County, in said State, hereby
certify that John Mosher whose name(s) as Manager of
Texhost, LLC, a Nevada limited liability company, is (are) signed to the foregoing instrument,
and who is known to me, acknowledged before me on this day that, being informed of the
contents of the instrument, he, (they), as such member and with full authority, executed the same
voluntarily for and as the act of said limited liability company.

Given under my hand this 1 day of August, 2008.

[Signature]
Notary Public
My Commission Expires: 04/24/09

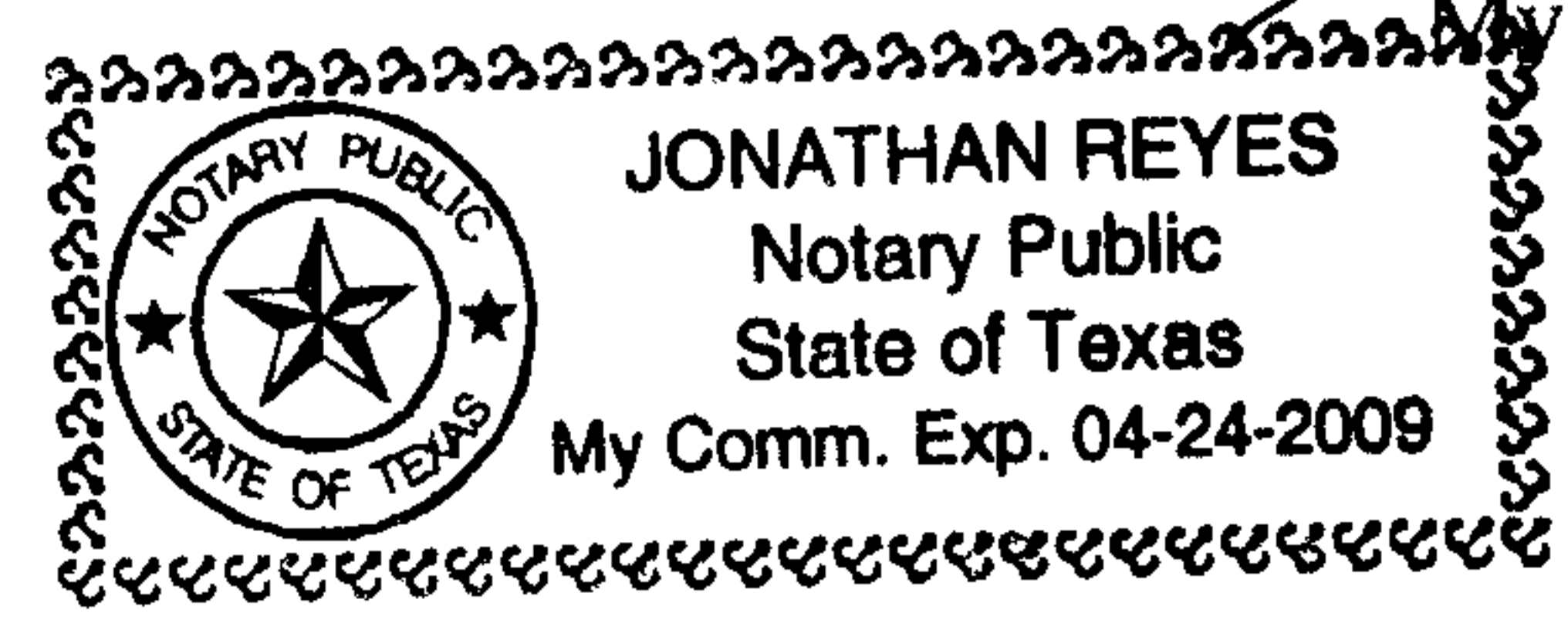



EXHIBIT "A"


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LEGAL DESCRIPTION

Lots 9-A and 9-B according to the Resurvey of Lot 9 Malik Subdivision, as recorded in Map Book 39, Page 43, formerly Lot 9, according to the Map of Malik Subdivision, as recorded in Map Book 20, Page 146, in the Probate Office of Shelby County, Alabama.