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BK 116 PG 473 Pr
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This Instrument was prepared by
and after recording, return to ~
Six Bridges Capital Corporation
200 South Commerce Street
Suite 400
Little Rock, AR 72201
501.374.9247

THE ABOVE SPACE IS FOR RECORDER'S USE ONLY

THIRD PARTY LENDER AGREEMENT

This THIRD PARTY LENDER AGREEMENT, dated as of the date set forth below, by and between Sterling Bank, a Texas banking corporation whose address is 2550 North Loop West, Suite 600, Houston, Texas 77092 (the "Third Party Lender") and Six Bridges Capital Corporation, whose address is 200 South Commerce Street, Suite 400, Little Rock, Arkansas 72201 (the "SBCC").

RECITALS

MS Lodging LLC (the "Borrower") is the owner of the real estate and other collateral described on the attached Exhibit "A" (the "Collateral"). The Third Party Lender has made a loan in the original principal amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) (the "Third Party Lender Loan"), which has been fully advanced. The Third Party Lender Loan is secured by, among other things, a first lien Deed of Trust dated August 30, 2006, and recorded September 1, 2006, in Book 2, 554 Page 74 as subsequently assigned to Third Party Lender with an Assignment dated August 30, 2006 and recorded September 18, 2006 in Deed of Trust Book 2565 Page 429 in the land records for DeSoto County, Arkansas, (together with any other modifications, extensions or amendments thereof) (the "Third Party Lender Deed of Trust"), which encumbers the real estate and improvements described on Exhibit "A", attached hereto and made a part hereof. Borrower is current in performing the obligations imposed by the Third Party Lender Loan.

SBCC has agreed to make a loan in the amount of One Million Four Hundred Twenty Eight Thousand and 00/100 Dollars (\$1,428,000.00) (the "504 Loan") to the Borrower. The 504 Loan will be secured by, among other things, a Deed of Trust (the "504 Deed of Trust") to be recorded where the Third Party Lender Deed of Trust is recorded.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Third Party Lender agrees as follows:

1. **Subordination of Future Advances and Default Charges.** Except for advances made for reasonable costs of collection, maintenance and protection of the Third Party Lender's lien(s), the Third Party Lender hereby subordinates to the 504 Loan and the lien(s) securing the 504 Loan (a) any sum advanced to the Borrower by the Third Party Lender after the date of this Agreement and (b) any prepayment penalties, late fees, and increased default interest in connection with the Third Party Lender Loan.

2. **Compliance with 504 Loan Program Requirements.** The Third Party Lender confirms that the note and all other documents evidencing, securing or executed in connection with the Third Party Lender Loan (a) evidence a loan that does not exceed the principal amount permitted by the Authorization

Stewart H. Lee

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for Debenture Guarantee (SBA 504 Loan) issued by the U.S. Small Business Administration ("SBA") to SBCC to assist Borrower, (b) have no open-ended features and allow only future advances for the reasonable costs of collection, maintenance and protection of the Third Party Lender's lien thereunder, (c) are not cross-collateralized with any other financing now or hereafter to be provided by Third Party Lender, (d) have no early call features including, without limitation, any cross-default provisions, (e) are not payable on demand unless the Third Party Lender Loan is in default, (f) have a term of at least, and do not require a balloon payment prior to, ten years for a 20-year 504 loan or seven years for a 10-year 504 loan, (g) have a reasonable interest rate that does not, and will not, exceed the maximum interest rate for a Third Party Loan as published by SBA, (h) do not establish a preference in favor of the Third Party Lender as compared to SBCC or SBA other than the Third Party Lender's senior lien position; and (i) do not require the guaranty of any person or entity that has not guaranteed the SBA 504 Loan. **THE THIRD PARTY LENDER AGREES THAT IF ANY TERM OR PROVISION IN ITS PROMISSORY NOTE OR ANY OTHER DOCUMENTS EVIDENCING, SECURING OR EXECUTED IN CONNECTION WITH THE TERM THIRD PARTY LENDER LOAN DOES NOT COMPLY WITH THESE REQUIREMENTS, IT HEREBY WAIVES, AND AGREES NOT TO ENFORCE ANY SUCH TERM OR PROVISION.**

3. **Waiver of Enforcement of Covenant Not to Encumber the Collateral.** If the Third Party Lender Deed of Trust or any document executed in connection with the Third Party Lender Loan contains any provision prohibiting the Borrower from further encumbering the Collateral, the Third Party Lender waives its right to enforce any such provision as it might apply to the lien arising from the 504 Deed of Trust securing or any other document securing or evidencing the 504 Loan.

4. **Notice of Default Under the Third Party Lender Loan.** If any default, event of default or delinquency, upon which the Third Party Lender intends to take action, occurs under the Third Party Lender Deed of Trust or any document executed in connection with the Third Party Lender Loan, then the Third Party Lender agrees to give SBCC and the U.S. Small Business Administration (the "SBA") written notice of such default, event of default or delinquency and the opportunity to cure or to purchase the Third Party Lender's note and the Third Party Deed of Trust prior to foreclosure. Such notice must be given within thirty (30) days after the default, event of default or delinquency upon which the Third Party Lender intends to take action and at least sixty (60) days prior to the date of any proposed sale and the Third Party Lender will not sell all or any portion of the Collateral without giving SBCC and the SBA such notice. Notice under this Agreement shall be deemed to have been given when sent by certified or registered mail, return receipt requested, addressed, as the case may be, to the SBCC at 200 South Commerce Street, Suite 400, Little Rock, Arkansas, 72201, ATTN: Servicing, and to the SBA at 2120 Riverfront Drive, Suite 100, Little Rock, Arkansas 72202-1747, ATTN: District Counsel.

5. **Successors and Assigns.** This Agreement shall inure to the benefit of and bind the respective parties to this Agreement and their successors and assigns.

DATED this 21st day of SEPTEMBER, 2006.

THIRD PARTY LENDER:

STERLING BANK,
a Texas banking corporation

By: _____

[Officer whose title is identified]

Mike Hammord, SVP

Its: _____

Sr. Vice President

SBCC:

SIX BRIDGES CAPITAL CORPORATION,
an Arkansas non-profit Corporation

By: *Sandra E. Hairston*, VP
Sandra E. Hairston
Vice President

ACKNOWLEDGMENT

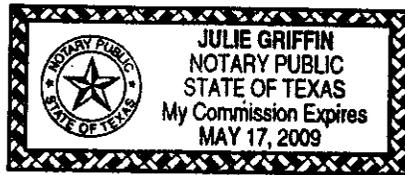
STATE OF TEXAS)
COUNTY OF HARRIS) ss.

Before me, a Notary Public in and for the County and State aforesaid, duly qualified and acting, personally appeared MIKE HAMMOND, who stated that he/she was the SR VICE PRESIDENT of Sterling Bank, a Texas banking corporation and that he/she had executed the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 21st day of SEPTEMBER, 2006.

Julie Griffin
Notary Public

My Commission Expires:



Indexing Instructions: Lots 4 and 5, Olive Branch Commercial Center

EXHIBIT "A"

All equipment and machinery, including power-driven machinery and equipment, and furniture and fixtures now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith, and wherever located.

All contract rights and general intangibles now in force or hereafter acquired, including without limitation, all licenses, leases and subleases, contracts, permits, and authorizations, accreditations, certifications, franchises, trademark licenses, trademarks, patents, copyrights, intellectual property, and all other intangible property of the Debtor;

AND

That certain real property located at 7049 Enterprise Drive, Olive Branch, DeSoto County, Mississippi and being further described as follows:

Being Lots 4 and 5, Olive Branch Commercial Center, First Revision, Section A, as recorded in Plat Book 48, Page 7, in the Chancery Clerk's Office of DeSoto County, Mississippi, and more particularly described by metes and bounds as follows:

Commencing at the Southwest Corner of the Southwest Quarter of Section 29, Township 1 South, Range 6 West, in Olive Branch, DeSoto County, Mississippi; thence South 89 degrees 12 minutes 4 seconds East, and with the South line of Section 12, a distance of 2,537.35 feet to a point; thence North 00 degrees 00 minutes 05 seconds East a distance of 409.80 feet to an iron rod (found), the true Point of Beginning; thence South 89 degrees 22 minutes 08 seconds East a distance of 423.01 feet to an iron rod (found); thence South 00 degrees 00 minutes 09 seconds West a distance of 260.02 feet to an iron rod (found); thence North 89 degrees 22 minutes 08 seconds West, and with the North line of Lot 2 a distance of 155.01 feet to a point in the East line of Enterprise Cove (R/Wvaries); thence Northwest along a curve to the left having a radius of 60.00 feet, an arc distance of 165.32 feet (chord=North 78 degrees 55 minutes 44 seconds West-117.76 feet) to a point in the West line of Enterprise Cove; thence North 89 degrees 12 minutes 00 seconds West a distance of 152.42 feet to a 1/2" pipe (found); thence North 00 degrees 00 minutes 05 seconds East a distance of 238.23 feet to the POINT OF BEGINNING.

AFTER RECORDING, RETURN TO:
 STEWART TITLE GUARANTY COMPANY
 5760 I-55 NORTH, SUITE 200
 JACKSON, MS 39211-2651