

**This Instrument Prepared By
& After Recording Return To:
First Capital Bank (Grantee)
Attn: Greg Wingo Ph901.752.6225
7575 Poplar Avenue
Germantown, TN 38138**

**Guarantor:
Yogesh Purohit
4090 Stansell Court
Memphis, TN 38125
901.848.7902**

NEGATIVE PLEDGE AGREEMENT

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS \$-0-. INDEBTEDNESS TAX ON THE AMOUNT OF \$6,500,000.00 PAID AT INSTRUMENT NUMBER 07053393.

Date: June 30th, 2010

Memphis, Tennessee

In consideration of such loans and indebtedness due or to become due to First Capital Bank, a Tennessee banking corporation (hereinafter referred to as "Bank"), to or from NEXUS Paartnership, a Tennessee general partnership (hereinafter referred to as "Borrower"), including without limitation indebtedness evidenced by that certain promissory note (the "Note") dated the 30th day of March, 2007, that certain Loan And Development Agreement (the "Loan Agreement") dated the 30th day of March, 2007, that certain Tennessee Construction/Term Deed Of Trust With Security Agreement And Assignment Of Rents And Leases (the "Deed of Trust") dated the 30th day of March, 2007, and other related loan documents all evidencing that certain indebtedness owed by Borrower to Bank in the maximum principal amount of Six Million Five Hundred Thousand and No/100 (\$6,500,000.00), (hereinafter, collectively the "Loan") and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("Guarantors"), being guarantors of Borrower's obligations to Bank related to the Loan and deriving direct benefit as a result of the Loan, promises and agree:

1. Without the prior written consent of Bank, to refrain from creating or permitting any additional lien or other encumbrance not existing on the date of this agreement to exist on, and from transferring, selling, assigning or in any manner disposing of Guarantors' interest in and to Purohit, Inc., a Mississippi corporation. Guarantors represent and warrant that their interest in Purohit, Inc., located at 801 Desoto Cove, Horn Lake, MS 38637 and consisting of a Days Inn. Their interest in Purohit, Inc. consists of a twenty-five percent (25%) ownership of the stock of Purohit, Inc., (the "Stock") whether such Stock is evidenced by stock certificates or simply noted on the books of the company. **Borrower further agrees that any such future lien, encumbrance or conveyance of all or any part of the Stock, not approved in writing in advance by Bank, shall be null and void; other than \$300,000 for conversion from Days Inn to Comfort Suites.**

2. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the Stock.

3. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect, and the recording of this instrument in the office of the Register's office of the County where Purohit, Inc., has its headquarters and the office of the Secretary of State for the State in which Purohit, Inc., is domiciled and the office of the Secretary of State for the State in which Purohit, Inc., was incorporated shall constitute notice to the world that any future lien, encumbrance or conveyance of the Stock described herein shall be **null and void**. It is expressly acknowledged by Guarantors that the Stock shall be governed by the terms of this Agreement.

4. Upon payment of \$1,500,000.00 dollars either toward principal payments or toward separate conversion-reserve account (current interest reserve account has a balance of \$249,769.29) with First Capital Bank cumulatively by all its partners; the Borrower with written request from each Guarantor to cancel and release this Negative Pledge, Bank shall release this Agreement and same shall thereafter be and become void and of no effect, but until then it shall apply to and bind the undersigned, its successors in interest and assigns, and inure to the benefit of Bank and its successors in interest and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Agreement and any person may and is hereby authorized to rely thereon. Borrower to pledge \$450,000.00 into interest bearing account and First Capital Bank will pay 2% interest rate on the depository account.

5. This Agreement is entered into by and between Bank and Guarantor as part of that Loan from Bank to Borrower referenced above, and the obligations and duties of Guarantors arising pursuant to this Agreement shall be deemed affirmative covenants, obligations and duties of Guarantors pursuant to the Loan and any other loans from Bank to Borrower. Any breach by Guarantors of this Agreement shall be deemed a breach of the Borrower's obligations related to the loan and Bank may enforce its rights arising pursuant to those certain Commercial Guaranty Agreements executed by the undersigned Guarantors and dated the 30th day of March, 2007, guaranteeing Borrower's obligations to Bank related to the Loan.

First Capital Bank

By: Greg Wingo

Greg Wingo

Its: Executive Vice President

Guarantor:

Yogesh Purohit

Yogesh Purohit

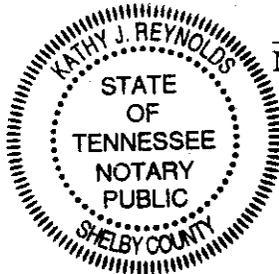
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, of the State and County aforesaid, personally appeared Greg Wingo, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Executive Vice President of First Capital Bank, the within named bargainer, a Tennessee state chartered bank, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by himself as such Officer.

WITNESS my hand and seal at office this 30th day of June, 2010.

My Commission Expires:

My Commission Expires:
April 30, 2013



Kathy J. Reynolds
NOTARY PUBLIC

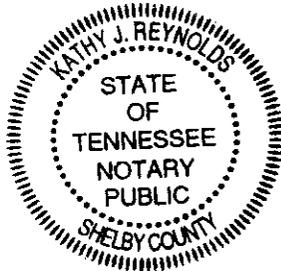
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Yogesh Purohit, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and seal at office this 30th day of June, 2010.

My Commission Expires:

My Commission Expires:
April 30, 2013



Kathy J. Reynolds
NOTARY PUBLIC