EXHIBIT A

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RECIPROCAL EASEMENT, OPERATING AND USE AGREEMENT

among

CITY OF FRANKLIN, TENNESSEE

and

WILLIAMSON COUNTY

and

COOL SPRINGS HOTEL ASSOCIATES, LLC

regarding

THE MARRIOTT HOTEL AND CONFERENCE CENTER

at

COOL SPRINGS

December 19, 1997

TABLE OF CONTENTS

RECIPROCAL EASEMENT, OPERATING AND USE AGREEMENT

THIS RECIPROCAL EASEMENT, OPERATING AND USE AGREEMENT (this "Agreement") is made and entered into this 19th day of December, 1997, by and among the **CITY OF FRANKLIN, TENNESSEE**, a corporate body politic and political subdivision of the State of Tennessee (the "City"); **WILLIAMSON COUNTY,** a corporate body politic and political subdivision of the State of Tennessee (the "County") (the City and the County being sometimes hereinafter referred to collectively as the "Municipalities"); and **COOL SPRINGS HOTEL ASSOCIATES, LLC**, a Georgia limited liability company ("CSHA") (Municipalities and CSHA are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party"), with reference to the following premises:

A. Municipalities are the owners of the parcel of land located in the City of Franklin, Williamson County, Tennessee, more fully described on Exhibit A-1, together with all of the rights, easements and appurtenances pertaining to such land (the "Conference Center Tract"), and CSHA is the owner of the parcel of land located adjacent to the Conference Center Tract in the City of Franklin, Williamson County, Tennessee, more fully described on Exhibit A-2, together with all of the rights, easements and appurtenances pertaining to such land (the "Hotel Tract").

B. Municipalities and Stormont Trice Development Corporation, a Georgia corporation ("Developer"), have entered into a Development Agreement dated as of October 15, 1997 (the "Development Agreement"), and, as of the date hereof, have entered into or will enter into certain other agreements contemplated by the Development Agreement, to provide for cooperation in the development, construction, furnishing, equipping and operation of a conference center on the Conference Center Tract.

C. Pursuant to the Development Agreement, Developer is to provide certain development services on behalf of Municipalities for the Conference Center (as hereinafter defined).

D. Pursuant to that certain Conference Center Operating Agreement (the "Operating Agreement") dated as of October 15, 1997 between Municipalities and Stormont Trice Management Corporation, a Georgia corporation ("Operator"), Operator is to operate the Conference Center for and on behalf of Municipalities.

E. CSHA has entered into agreements with Developer and Operator, pursuant to which Developer and Operator will develop, construct, equip and operate the Hotel (as hereinafter defined) on the Hotel Tract.

F. Although the Hotel and the Conference Center will be operated as separate business enterprises (Operator operating the Conference Center on behalf of Municipalities and Operator operating the Hotel on behalf of CSHA), they will be constructed in a manner such that they are physically joined, with passageways between them, and with certain shared systems,

equipment and facilities, so that they may be efficiently and effectively operated as a single hotel and conference center facility.

G. Such efficient operation of the Hotel and Conference Center as a single facility requires that the Parties provide certain reciprocal easements, rights and obligations regarding both the use, operation, repair and maintenance of shared systems, equipment and facilities, and regarding the general operation of the Hotel and Conference Center.

H. The Parties desire to provide formally for such rights, easements and obligations in this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual agreements provided below, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree as follows:

ARTICLE 1: DEFINITIONS.

When used in this Agreement with an initial capital letter or letters, each of the following terms shall have the meaning given it below:

(1) "Agreement" is defined in the preamble.

(2) "Allocable Share" is defined in Section 5.1.

(3) "City" is defined in the preamble.

(4) "Common Wall" means any wall that serves as a division between the Hotel and the Conference Center, whether such wall is provided for in the Plans or is subsequently constructed by either of the Parties pursuant to the terms of this Agreement.

(5) "Conference Center" is defined in Section 2.1.

(6) "Conference Center Tract" is defined in the premises.

(7) "County" is defined in the preamble.

(8) "Default Rate" means the per annum interest rate that is publicly announced (whether or not actually charged in each instance) from time to time (adjusted periodically) by SunTrust Bank, Atlanta, or such other bank as may be approved in writing by Municipalities and CSHA, as its "prime rate", plus three percent (3%). If the bank providing the prime rate discontinues the quotation of such rate or if the same ceases to be readily ascertainable, then

Municipalities and CSHA shall approve in writing, as the prime rate, either another bank's quotation of such rate or another rate of interest that is readily ascertainable and is appropriate.

(9) "Developer" is defined in the premises.

(10) "Development Agreement" is defined in the premises.

(11) "Facility" means either the Conference Center or the Hotel, as the context suggests or requires. When used with respect to Municipalities, "Facility" means the Conference Center and, when used with respect to CSHA, "Facility" means the Hotel. "Facilities" mean the Conference Center and the Hotel, collectively.

(12) "Franchise Agreement" means the franchise agreement pursuant to which Operator is to operate the Hotel, together with any successor or replacement franchise agreement(s) with any successor franchisor.

(13) "Governmental Requirement" means all laws, statutes, codes, acts, constitutions, ordinances, judgments, decrees, injunctions, orders, resolutions, rules, regulations, permits, licenses, authorizations, administrative orders and other requirements of any federal, state, county, municipal or other government or any subdivision, agency, authority, department, court, commission, board, bureau or instrumentality of any of them having jurisdiction over Municipalities, CSHA and the Facilities, or any of them.

(14) "Hotel" is defined in Section 2.2.

(15) "Hotel Tract" is defined in the premises.

(16) "Limited Shared Areas" means the Shared Areas, less and except the kitchen and the laundry/housekeeping room (as same are depicted on the Separation Drawings).

(17) "Mortgage" means a deed of trust, mortgage, security agreement or similar agreement creating a lien upon or security interest in or conveying title to all or any part of or interest in the Hotel Tract and/or the improvements constituting the Hotel as security for a debt.

(18) "Mortgagee" means the holder of a Mortgage.

(19) "Operating Agreement" is defined in the premises.

(20) "Operating Term" means the period of time commencing on the date of this Agreement and ending upon the later to occur of (A) the date on which the Hotel ceases to be operated as a hotel or (B) the date on which the Conference Center ceases to be operated as a conference center. The failure to operate the Hotel as a hotel, or the failure to operate the Conference Center as a conference center, for a period shorter than thirty (30) consecutive days

or, in the case of repair, reconstruction or renovation, for such longer time as is reasonably required to effect such repair, reconstruction or renovation, shall not constitute a cessation of use for the purposes of this paragraph.

(21) "Operator" is defined in the premises.

(22) "Other Agreements" means, collectively, the Development Agreement, the Operating Agreement, and that certain Catering Agreement dated as of October 15, 1997 by and among the Municipalities and CSHA for the provision by CSHA of catering services for the Conference Center.

(23) "Party" and "Parties" are defined in the preamble.

(24) "Plans" means the final, approved drawings and specifications for the construction of the Conference Center and the Hotel, as the same may be revised from time to time by the consent of the Parties or pursuant to the Development Agreement.

(25) "Separation Drawings" means the separation drawings of the Facilities prepared by Cooper Carry & Associates, Inc., and identified on Exhibit B.

(26) "Shared Areas" means those areas of the Facilities (and land located thereunder) shown as "Shared Areas" on the Separation Drawings (including the emergency generator room, mechanical room, laundry/housekeeping room, kitchen, engineering room, employee locker rooms, employee dining room, security and personnel offices, boiler room, transformer room, loading dock, landscape irrigation and storage rooms, and corridors and passageways accessing and connecting same), together with any other areas of the Facilities subsequently designated in writing by the Parties as "Shared Areas".

(27) "Shared Equipment" means (A) each item of equipment serving both the Facilities, as shown on the Plans, (B) any items of equipment serving both Facilities and subsequently designated in writing by the Parties as Shared Equipment, and (C) each item of equipment subsequently installed in or on the Facilities as a replacement for any Shared Equipment. As of the date hereof, the "Shared Equipment" shall include engineering equipment, laundry equipment, employee dining room equipment, security room equipment, boiler equipment, mechanical room equipment and men's and women's locker room equipment.

(28) "CSHA" is defined in the preamble.

(29) "Work" is defined in Subsection 4.7.1.

ARTICLE 2: THE FACILITIES.

SECTION 2.1: THE CONFERENCE CENTER. The term "Conference Center" means a planned meeting space complex, which shall include, without limitation, approximately 55,000 gross square feet of space, including a grand ballroom, meeting rooms, support pre-function and circulation areas and supporting back-of-house areas and related furniture, fixtures, operating supplies and equipment, to be developed and constructed on the Conference Center Tract pursuant to the Plans and the Development Agreement, together with all appurtenant facilities and amenities, excluding the Hotel. The term "Conference Center" includes the Conference Center Tract but does not include those portions of the Shared Areas within the Hotel Tract.

SECTION 2.2: THE HOTEL.

Subsection 2.2.1: Hotel. The term "Hotel" means a full-service hotel having approximately three hundred (300) guestrooms and appropriate support facilities such as a restaurant(s), a lounge(s) or bar(s), supporting back-of-the-house areas, food preparation facilities, together with such other amenities and features characteristic of a full-service hotel, to be developed and constructed on the Hotel Tract pursuant to the Plans, the Development Agreement, together with all appurtenant facilities and amenities excluding the Conference Center, and together with the Hotel Tract. The term "Hotel" also does not include those portions of the Shared Areas within the Conference Center Tract.

SECTION 2.3: SEPARATION DRAWINGS. Because the Hotel and the Conference Center will be constructed in a manner such that they are physically joined, without dividing walls or expansion joints along the entire common boundary, it is difficult to indicate a precise physical boundary between the two Facilities. However, the Separation Drawings and the presence or absence in the respective development budgets for the two Facilities of the cost of various physical components generally indicate what Municipalities and CSHA intend to comprise the Hotel and the Conference Center.

ARTICLE 3: EASEMENTS AND RIGHTS OF USE.

SECTION 3.1: SHARED AREAS. Each Party shall have, and is hereby granted, a perpetual, non-exclusive easement and right to access and use the Shared Areas for their intended purpose; provided, however, that such use shall not unreasonably adversely affect the use of such Shared Areas by the other Party; and provided further, however, that such non-exclusive, perpetual easement and right shall be reduced and limited to the Limited Shared Areas upon the expiration of the Operating Term. Each such easement shall be an appurtenance to the Hotel Tract and the Conference Center Tract and shall run with title to the Hotel Tract and the Conference Center Tract.

SECTION 3.2: SHARED EQUIPMENT. Each Party shall have, and is hereby granted, a perpetual, non-exclusive easement and right to use the Shared Equipment for its intended purposes; provided, however, that such use shall not unreasonably adversely affect the use of such Shared Equipment by the other Party; and provided further, however, that such non-exclusive, perpetual easement and right shall be reduced and limited to the Limited Shared Areas upon the expiration of the Operating Term.

SECTION 3.3: UTILITIES AND SIMILAR SYSTEMS. Each Party shall have, and is hereby granted, a perpetual, non-exclusive easement and right of ingress and egress in, over, under and through the other Party's Facility for the installation, operation, repair, maintenance, reconstruction, rebuilding and replacement of those lines, pipes, plumbing, vents, wires and similar or related electrical, heating, ventilating, air conditioning, sewer, water, telephone, security and lighting systems, components, equipment and facilities shown on the Plans and/or hereafter made a part of, or installed within, the Facilities. As part of said easement and right, Municipalities shall have the right to enter the Hotel, and CSHA shall have the right to enter the Conference Center, as reasonably necessary to repair, maintain, reconstruct, rebuild and replace any such systems, components, equipment and facilities, provided that each Party shall repair any damage to the other Party's Facility resulting from such Party's entrance into the other Party's Facility or from such repair, maintenance, reconstruction, rebuilding and replacement of any systems, components, equipment and facilities, and provided further that such entry shall not unreasonably disturb the use or operation of the other Party's Facility. Anything to the contrary set forth above in this Section 3.3, each Party shall have the duty and obligation to maintain and repair that portion of the utilities and systems enumerated above which are located within each Party's Facility. In the event either Party fails to properly maintain any such utilities or systems and such failure has an adverse effect on the ownership, use or operation of the other Party's Facility, such other Party shall have the right to exercise the easement and right of ingress and egress granted herein and maintain, repair, reconstruct, rebuild or replace any such utilities or systems (at the failing Party's expense) upon the expiration of ten (10) days after the date on which the Party who has failed to maintain or repair any such utilities or systems receives written notice from the other Party of such failure. It is the express intention of the Parties that the rights of ingress, egress, installation, operation, repair, maintenance, reconstruction, rebuilding and replacement afforded herein are self-help remedies to be exercised upon the failure of a Party to undertake same with respect to such other Party's Facility.

SECTION 3.4: COMMON WALLS. Each Party shall have and is hereby granted a non-exclusive, perpetual easement and right for a party wall with respect to each Common Wall. Neither Party shall impair the benefits and support to which the improvements on the other Party's side of any Common Wall are entitled. Municipalities and CSHA shall have the full right to use each Common Wall for the connection of joists, beams, roofing materials and other appurtenances for the support and ceiling or roof structures and roofing of the Conference Center and Hotel, respectively. Each Party shall have the right to add to the thickness of any Common Wall, provided that such added thickness does not injure the improvements on the other side of

the Common Wall or impair the party wall benefits or support to which the improvements on the other side of such Common Wall are entitled. Neither Party shall demolish, destroy, move or alter a Common Wall without the prior written consent of the other Party. Municipalities shall have the right to enter the Hotel, and CSHA shall have the right to enter the Conference Center, as reasonably necessary to repair, maintain, reconstruct, rebuild and replace any Common Wall and provided further that such entry shall not unreasonably disturb the operation of the other Party's Facility. Any restoration under this Section shall be without prejudice to the rights of either Party to call for contribution from the other Party under any rule of law regarding liability for negligent or willful acts or omissions. The within and foregoing easement shall be an appurtenance to the Hotel Tract and the Conference Center Tract and shall run with title to the Hotel Tract and the Conference Center Tract.

SECTION 3.5: RIGHT OF SUPPORT. During the term of this Agreement, the portions of the Conference Center and Hotel immediately adjacent to one another shall be subject to a right of support by means of such columns, walls, foundations and footings as are shown in the Plans, subject to changes in such columns, walls, foundations and footings as may from time to time be approved by Municipalities and CSHA. Neither Party shall take any action that would impair the rights of support created by this Section without the prior written consent of the other Party. This right includes the right to reasonable access for maintenance and repair; provided, however, that the exercise of such right by either Party shall not unreasonably disturb the operation of the Facility of the other Party. The within and foregoing easements shall be appurtenances to the Conference Center Tract and the Hotel Tract and shall run with title to same.

SECTION 3.6: MINOR ENCROACHMENTS. Although the Parties intend that the Facilities be constructed and, subsequent to acts of maintenance, repair or reconstruction, continue to exist in accordance with the Plans, it is possible that construction, maintenance, repair or reconstruction may result in minor encroachments by one Facility onto the other. Each Party shall have, and is hereby granted, a perpetual easement and right to minor encroachments onto the other Party's Facility. As used in this Article, the term "minor encroachment" means an encroachment by one Facility that (a) does not materially adversely affect the use or operation of, or the cost to use or operate, the other Facility, (b) does not pose a safety hazard to either Facility, (c) does not increase the cost of insurance on or with respect to the other Facility and (d) does not violate any Governmental Requirement. The within and foregoing easements shall be an appurtenance to the Hotel Tract and the Conference Center Tract and shall run with title to same.

SECTION 3.7: RIGHTS IN AND TO OTHER FACILITY. Except as expressly provided in this Agreement or in the Other Agreements, neither Party, nor such Party's agents, employees or invitees, shall have any right in and to the other Party's Facility, or to use all or any portion of the other Party's Facility, other than such rights of use as the general public may have in and to the other Party's Facility, or to use all or any portion of the other Party's Facility. Either Party may temporarily restrict or prevent access to portions of its Facility as often, and for so

long, as is reasonably required to prevent members of the general public from obtaining any right of ingress or egress in or over, occupancy or use of, such portions of its Facility. Notwithstanding the foregoing, each Party agrees that it will not discriminate against the other Party with respect to the use of such Party's Facility, and the charges therefor, in relation to the use and charges afforded the general public.

SECTION 3.8: EMERGENCY. Each Party and its agents and employees shall have, and is hereby granted, a perpetual, non-exclusive easement and right of ingress and egress over all of the driveways, entrances, exits, aisles, stairways and passageways of the other Party's Facility as necessary in the case of an emergency. Such easement shall be an appurtenance to the Hotel Tract and the Conference Center Tract and shall run with title to same.

ARTICLE 4: AGREEMENTS REGARDING OPERATION.

SECTION 4.1: OPERATION, MAINTENANCE AND REPAIR. Subject to the provisions of this Agreement regarding the use, operation, maintenance and repair of the Shared Areas, each Party shall operate its Facility, and shall maintain its Facility in good condition and repair, at its own expense throughout the Operating Term, consistent with the standards required by any Franchise Agreement, to the extent applicable to such Facility, and consistent with the reasonable first class standards maintained by the other Facility, to the extent such Franchise Agreement is not applicable to such Facility.

SECTION 4.2: COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS. Each Party shall at its own expense obey, perform and comply with any and all Governmental Requirements in any way affecting such Party's Facility, or the use or condition of such Party's Facility, including the construction, alteration or demolition of any improvements, or in any other way affecting this use or operation of such Party's Facility. Each Party shall at its own expense have the right to contest in good faith the validity of any such Governmental Requirements. Each Party shall at its own expense obtain any and all licenses and permits necessary for the use of such Party's Facility. Each Party shall join in the applications filed by the other Party for any such licenses and permits or otherwise as necessary to comply with the Governmental Requirements where the signature of the other Party as owner or operator of the other Facility is required, provided that the Party filing such application pays all reasonable costs and expenses of the other Party associated with such licenses and permits.

SECTION 4.3: TAXES. Each Party shall pay any and all real estate or ad valorem property taxes, assessments, inventory, and personal property taxes and similar charges on or relating to the such Party's Facility when the same become due, unless payment is being contested by such Party and enforcement of such taxes, assessments and similar charges is stayed.

SECTION 4.4: SHARED AREAS.

Subsection 4.4.1: Maintenance and Repair. Each Party shall be responsible for maintaining and repairing the Shared Areas within its Facility in good condition and repair throughout the Operating Term. Each Party shall pay its Allocable Share of the cost of such maintenance and repair, unless such maintenance and repair is required due to the sole active negligence or willful misconduct of a Party or its agents or employees, in which case the responsible Party shall bear the entire cost of such maintenance and repairs.

Subsection 4.4.2: Utilities. Each Party shall pay its Allocable Share of the cost of utility service for the Shared Areas. If the Shared Areas are not separately metered, then, for the purposes of this Subsection 4.4.2, the cost of utility service for the Shared Areas for any period shall be determined using (a) the actual number of hours that equipment or building systems serving only the Shared Areas were in operation during such period, (b) the number of units of the applicable utility used per hour of operation by such equipment or building systems (as determined by published materials or manuals commonly accepted by industry or, in the absence of published materials or manuals, as reasonably determined by a third-party professional engineer acceptable to the Parties), and (c) the actual cost per unit of the applicable utility.

Subsection 4.4.3: Rules and Regulations. Each Party shall use the Shared Areas in accordance with the terms of this Agreement and such uniform, non-discriminatory rules and regulations as may be reasonably adopted and amended from time to time by CSHA; provided, however, that CSHA shall have no right, power or authority to adopt any rules and regulations affecting the use of the Shared Areas primarily serving the Hotel other than such rules and regulations as may be reasonably necessary to govern the coordination and efficient use of the entire Shared Areas. Rules and regulations having a substantial adverse effect on the use and enjoyment of the Conference Center for its intended purpose shall be subject to the prior approval of Municipalities. However, where reasonably necessary to prevent or to mitigate injury or damage to persons or property, CSHA may promulgate interim emergency rules and regulations without obtaining Municipalities's prior approval. CSHA and Municipalities shall be responsible for enforcing such rules and regulations against their own employees and agents, and shall have no responsibility for enforcing such rules and regulations against the other Party or the employees and agents of the other Party.

SECTION 4.5: SHARED EQUIPMENT.

Subsection 4.5.1: Maintenance and Repair. The Party in whose Facility an item of Shared Equipment is located shall be responsible for maintaining and repairing such item of Shared Equipment in good condition and repair throughout the Operating Term. Each Party shall pay its Allocable Share of the cost of such maintenance and repair, unless such maintenance and repair is required due to the gross negligence or willful misconduct of a Party or its agents or

employees, in which case the responsible Party shall bear the entire cost of such maintenance and repairs.

Subsection 4.5.2: Replacement of Shared Equipment. If at any time during the Operating Term, it becomes reasonably necessary to replace any item of Shared Equipment, then the Party in whose Facility an item of Shared Equipment is located shall replace such item of Shared Equipment with equipment that is functionally equivalent to, and a reasonable replacement or substitute for, such item of Shared Equipment. Each Party shall pay its Allocable Share of the cost to replace any item of Shared Equipment, unless such replacement is required due to the gross negligence or willful misconduct of a Party or its agents or employees, in which case the responsible Party shall bear the entire cost of such replacement. If the responsible Party fails to replace such item of Shared Equipment, and such failure has an adverse effect on the ownership, use or operation of the other Party's Facility, such other Party shall have the right to replace the item of Shared Equipment and be reimbursed the responsible Party's Allocable Share of the cost thereof.

SECTION 4.6: COMMON WALLS. The cost of any structural repairs to a Common Wall shall be shared equally by the Parties, unless such structural repairs are required due to the sole active negligence or willful misconduct of a Party or its agents or employees, in which case the responsible Party shall make such structural repairs at its own expense.

SECTION 4.7: IMPROVEMENTS.

Subsection 4.7.1: In General. Each Party shall have the right, at its sole cost and expense, to construct, restore, replace, add to, and alter all or any part of the improvements now or hereafter comprising a part of, or located on or in, such Party's Facility, subject to the terms of this Section 4.8 and any applicable provisions of the Other Agreements. The term, "Work", means any construction, rebuilding, replacement, restoration, alteration or addition of any improvements now or hereafter comprising a part of, or located on or in, such Party's Facility.

Subsection 4.7.2: Limitations. All Work done by either Party in the Shared Areas, or in any part of the Facility reasonably visible from the exterior of the Facility, the Shared Areas or the interior of the other Facility, shall be done in a first class and workmanlike manner, compatible with the quality of the Facilities provided for in the Plans. No Party shall perform any work on its Facility that materially changes the appearance of a substantial portion of the exterior of such Facility without the prior written consent of the other Party. No Party shall perform any Work on its Facility that (a) materially adversely affects the use or operation of, or the cost to use or operate, the other Facility, (b) poses a safety hazard to either Facility,(c) increases the cost of insurance on or with respect to the other Facility or (d) violates any Governmental Requirement.

Subsection 4.7.3: Legal Requirements. Each Party shall comply with all Governmental Requirements applicable to the construction, alteration, maintenance and repair of any and all improvements on or in such Party's Facility.

SECTION 4.8: SECURITY. CSHA shall be responsible for the security of the Hotel, except that CSHA shall be responsible for the security, safety and protection of only its own employees and agents with respect to their use of the Shared Areas. Municipalities shall be responsible for the security of the Conference Center, and shall also be responsible for the security, safety and protection of its own employees and agents with respect to their use of the Shared Areas.

ARTICLE 5: PAYMENT OF ALLOCABLE SHARE OF COSTS AND EXPENSES.

SECTION 5.1: ALLOCABLE SHARE. The term "Allocable Share" shall mean, with respect to either Party's obligation to pay a portion of the cost of operation, maintenance, repair or replacement of any Shared Areas or Shared Equipment, such Party's pro rata share of such cost based upon the proportional benefits to the Facilities of such Shared Areas or Shared Equipment. The Allocable Share may differ for Shared Areas or Shared Equipment that have different proportional benefits to the Facilities. The Allocable Share of each Party shall be determined on a calendar year basis and shall be proposed and submitted by CSHA simultaneously with the submittal by CSHA of each Annual Operating Budget (as hereinafter defined). In the event the Parties are unable to agree upon each Party's Allocable Share for any calendar year, and such disagreement continues for a period of thirty (30) days after the submittal by CSHA of an Annual Operating Budget, the determination of each Party's Allocable Share for such calendar year shall be determined a third party of demonstrated expertise in the operation of facilities comparable to the Facilities, such third party to be mutually acceptable to the Parties. If the Parties are unable to agree upon the appointment of any such third party, either Party shall have the right to petition a court of competent jurisdiction in Williamson County, Tennessee to appoint such third party. The determination of Allocable Share by any selected or appointed third party as provided herein shall be final and binding on the Parties. Each Party's Allocable Share for a calendar year shall be based upon an annual operating budget (the "Annual Operating Budget") for the Facilities prepared by CSHA and submitted to Municipalities not later than November 1 of each calendar year. Each Annual Operating Budget shall be subject to review and approval of the Parties. Municipalities and CSHA shall negotiate in good faith over each Annual Operating Budget for the upcoming calendar year during the period preceding the commencement of each calendar year. If the Parties are unable to agree upon an Annual Operating Budget for any calendar year, and until an agreement is reached, the Facilities shall be operated on the basis of the last approved Annual Operating Budget; provided, however, annual operating expenses for the Facilities may be increased, at CSHA's option, by an amount not to exceed ten percent (10%) of the operating expenses set forth in the last approved Annual Operating Budget (on a line item basis), with the further right to decrease or eliminate any specific category of operating expenses which, in the reasonable business judgment of CSHA, warrants decrease or elimination.

SECTION 5.2: CHANGE IN ALLOCABLE SHARES. Upon the request of either Party during the course of any calendar year, the Parties shall act in good faith to redetermine mutually the Allocable Share of each Party with respect to the Shared Areas and Shared Equipment based upon the proportional benefits to the Facilities of such Shared Areas and Shared Equipment. Any redetermination of the Allocable Shares resulting therefrom shall be in effect until the Allocable Shares are next determined as set forth in Section 5.1. If the Parties cannot agree on a requested redetermination of the Allocable Shares, then the previous determination of Allocable Shares shall remain in effect until the Allocable Shares are determined pursuant to Section 5.1.

SECTION 5.3: METHOD OF PAYMENT OR REIMBURSEMENT. Whenever a Party is required by the terms of this Agreement to pay its share of any cost or expense, or to reimburse the other Party for a share of any cost or expense incurred by such other Party, then the Party required to make the payment shall do so within twenty (20) days after written request for such payment from the other Party; provided, however, such twenty (20)-day period shall be extended with respect to payment obligations of Municipalities for such period of time as shall be required to effectuate necessary or required governmental appropriation procedures. Any payment not made within such twenty (20)-day period shall accrue simple per annum interest at the Default Rate from the expiration of such twenty (20)-day period until paid.

ARTICLE 6: INSURANCE AND INDEMNIFICATION.

SECTION 6.1: REQUIRED INSURANCE. Throughout the Operating Term, each Party shall maintain in effect at least the following insurance coverage with respect to its Facility:

(a) Insurance on the improvements constituting the Facility owned by such Party, and any and all furniture, equipment, supplies and other property owned, leased, held or possessed by such Party and contained in its Facility, against all risk of physical loss in an amount not less than one hundred percent (100%) of the actual replacement cost of such improvements (excluding foundation); provided, however, that if the full insurable value of such improvements is less than the actual replacement cost of such improvements, then such Party may reduce the amount of such insurance coverage to one hundred percent (100%) of the full insurable value of such improvements (excluding foundation); and provided further, however, that such insurance shall in all events be in an amount so as to avoid any co-insurance requirements;

(b) Comprehensive general liability insurance with contractual liability coverage protecting and indemnifying the other Party against any and all claims for damages to person or property or for loss of life or of property occurring upon, in or about the land underlying the Facility owned by such Party, the improvements constituting such Facility and the

adjoining streets, other than streets dedicated to the public and accepted for maintenance by the public, with a combined single limit of not less than Ten Million Dollars ($10,000,000) per occurrence;

(c) Worker's compensation (including employer's liability insurance) covering such Party's contractors' employees providing the statutory benefits required under Tennessee law; provided, however, that a Party shall be required to carry such insurance only during periods of construction by such Party in or about the Facilities;

(d) Such other insurance, and in such amounts, as the Parties may from time to time be required to maintain pursuant to the terms of the Franchise Agreement with respect to either Facility; and

(e) Such other insurance, and in such amounts, as the Parties may from time to time be required to maintain pursuant to the terms of any Mortgage with respect to either Facility; provided, however, in the event the holder of any Mortgage encumbering the Hotel requires additional insurance with respect to the Conference Center, the cost of any such additional insurance shall be borne exclusively by CSHA.

SECTION 6.2: POLICIES. All policies of insurance maintained pursuant to this Article shall comply with the following requirements, if and to the extent such requirements are consistent with insurance requirements provided in the Other Agreements:

Subsection 6.2.1: Right to Self-Insure. For so long as Municipalities are political subdivisions of the State of Tennessee, Municipalities may self-insure with respect to the property insurance required pursuant to this Article; provided, however, (i) any such program of self-insurance shall provide recourse in favor of CSHA with respect to losses that would otherwise be covered by policies of property insurance required pursuant to this Article, which recourse shall be the legal and binding obligation of Municipalities (as provided in a legal opinion of counsel to the Municipalities in form and substance satisfactory to CSHA), and (ii) by implementing a self-insurance plan or program, Municipalities shall not be deemed to have waived sovereign immunity to the extent same is afforded under the laws of the State of Tennessee.

Subsection 6.2.2: Insurance Under Other Agreements. The obligation of either Party to maintain insurance pursuant to this Article may be fulfilled by requiring a tenant or agent of such Party, or an independent contractor serving as operator of such Party's Facility, to carry such insurance in compliance with the requirements of this Agreement.

Subsection 6.2.3: General Requirements. All of the policies of insurance provided for in this Agreement shall be with reputable companies licensed and authorized to issue such policies in such amounts in the State of Tennessee with a Best's rating of not less than B+/VII. Such insurance may be carried under blanket policies that include other properties and

provide separate coverage for the insured Facility. Upon request, each Party shall deliver certificates showing such insurance to be in full force and effect to the other Party. Such certificates shall be endorsed to show the receipt by the issuer of the premiums for such insurance or shall be accompanied by other evidence of payment of such premiums. If the premium covers more than one (1) year and may be paid in installments, then only an annual installment must be paid in advance. To the extent obtainable without material additional cost to the Party required to carry such insurance, such policies shall contain express waivers by the insurer of any rights of subrogation against the other party. The deductible amount for any insurance, coverage required to be carried by a Party shall not exceed ten percent (10%) of the policy amount without approval of the other Party.

Subsection 6.2.4: Insureds. All insurance required by this Article shall name the carrying Party as insured and the other Party as additional insured and may, at the option of CSHA, name any Mortgagee or any other persons as additional insureds, all as their respective interests may appear.

Subsection 6.2.5: Renewal and Cancellation. Each policy of insurance required to be maintained under this Agreement shall provide that it may not be cancelled by the insurer for nonpayment of premiums or otherwise until at least ten (10) days after service of notice of the proposed cancellation upon the non-carrying Party.

SECTION 6.3: WAIVER OF SUBROGATION. To the extent permitted by applicable law, Municipalities and CSHA each release the other Party, and its members, and their respective agents, officers, employees and representatives, from any and all liability or responsibility to the other or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other Party, or anyone for whom such Party may be responsible; provided, however, that this release shall be applicable and in force and effect only to the extent that such release shall be lawful at that time and in any event only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover under such policies, and then only to the extent of the insurance proceeds payable under such policies plus deductible amounts (or, in the case of Municipalities, to the full extent of any loss that is self-insured).

SECTION 6.4: USE OF INSURANCE PROCEEDS. All insurance proceeds received by either Party as a result of a casualty or a claim or damage or destruction shall be used to repair, reconstruct or restore the damaged or destroyed Facility to substantially the condition existing prior to such casualty, damage or destruction.

SECTION 6.5: INDEMNIFICATION.

Subsection 6.5.1: In General. To the extent of available insurance proceeds derived from the liabilities and losses described below, CSHA indemnifies Municipalities against and shall hold Municipalities harmless from and defend Municipalities against any and all claims or liability (including all costs, expenses, counsel fees and court costs incurred or assessed in connection with any or all of the foregoing or in connection with the enforcement of this indemnity) for any injury or death to any person or damage to any property whatsoever occurring in, on or about the Facilities, to the extent such injury, death or damage is caused by the gross negligence or willful-misconduct of CSHA or its agents or employees. To the extent of available insurance proceeds derived from the liabilities and losses described below, and to the extent permitted under applicable laws of the State of Tennessee, Municipalities indemnifies CSHA against and shall hold CSHA harmless from and defend CSHA against any and all claims or liability (including all costs, expenses, counsel fees and court costs incurred or assessed in connection with any or all of the foregoing or in connection with the enforcement of this indemnity) for any injury or death to any person or damage to any property whatsoever occurring in, on or about the Facilities, to the extent such injury, death or damage is caused by the gross negligence or willful misconduct of Municipalities or their agents or employees.

Subsection 6.5.2: Waiver and Release. Notwithstanding the provisions of Subsection 6.5.1 to the contrary, so long as the insurance coverage required to be maintained by CSHA under Section 6.1 applicable to a claim or liability (a) is in full force and effect and (b) contains the required waiver of subrogation or names Municipalities as an additional insured as required, then Municipalities waive and release CSHA from its indemnity obligations set forth in Subsection 6.5.1, to the extent, but only to the extent, of the insurance proceeds actually received by Municipalities plus deductible amounts (or, in the case of self-insurance, to the full extent of any loss that is self-insured). Notwithstanding the provisions of Subsection 6.5.1 to the contrary, so long as the insurance coverage required to be maintained by Municipalities under Section 6.1 applicable to a claim or liability (c) is in full force and effect and (d) contains the required waiver of subrogation or names CSHA as an additional insured as required, then CSHA waives and releases Municipalities from its indemnity obligations set forth in Subsection 6.5.1, to the extent, but only to the extent, of the insurance proceeds actually received by CSHA plus deductible amounts (or, in the case of self-insurance, to the full extent of any loss that is self-insured).

ARTICLE 7: LOSS OF STRUCTURAL SUPPORT.

SECTION 7.1: SUBSTITUTE STRUCTURAL SUPPORT. If for any reason and at any time the structural support for either Facility is reduced below the support required for the structural safety or integrity of the balance of either Facility, then the Party responsible for such reduction (the "Responsible Party") shall promptly provide substitute adequate or additional structural support for the Facility at its sole expense, and such substitute or additional support

shall be constructed in accordance with plans and specifications prepared by the architect responsible for the design of the Facilities, or such other architect upon which the Parties may reasonably agree. Such architect shall determine, at the request of either Party, the extent of the reduction in structural support. The architect shall also determine the adequacy of the substitute or additional support. The fees of such architect shall be borne by the Responsible Party.

SECTION 7.2: FAILURE TO REPAIR. If the architect determines that substitute or additional structural support is required in a portion of a Facility in which the structural support has been reduced, and if the Responsible Party fails to commence the construction of such substitute or additional support within a reasonable time, as determined by the architect, or having commenced such construction fails to proceed diligently to cause the completion of such construction, the other Party shall have the right to complete the construction of the substitute or additional support at the expense of the Responsible Party.

SECTION 7.3: NO IMMEDIATE IDENTIFICATION OF RESPONSIBLE PARTY. If the Responsible Party cannot be immediately identified, then the Party owning the Facility in which the reduction occurs shall provide substitute or additional structural support as required; provided, the Party ultimately determined to be the Responsible Party shall be liable for and pay all costs incurred in providing the substitute or additional support.

ARTICLE 8: CASUALTY.

SECTION 8.1: OBLIGATION TO REPAIR AND REBUILD. Except as otherwise provided below, if all or any part of a Facility shall be damaged or destroyed by fire or other casualty, then the Party owning such Facility, at its own expense, shall commence and thereafter proceed with reasonable diligence (subject to a reasonable time allowance for the purpose of adjusting the insurance loss) to repair, restore, replace or rebuild the Facility to a good, safe and sightly condition. If the insurance proceeds received by such Party are insufficient to pay the entire cost to repair, restore, replace or rebuild the Facility, then such Party shall be responsible for the amount of any such deficiency.

ARTICLE 9: CONDEMNATION.

SECTION 9.1: OBLIGATION TO REPAIR AND REBUILD. If all or a substantial part of a Facility (hereinafter defined) shall be taken by condemnation, power of eminent domain, or sale in lieu thereof, then this Agreement shall terminate effective the date of such taking. If less than all or a substantial part of a Facility shall be taken by condemnation, power of eminent domain, or sale in lieu thereof, then the Party owning such Facility, at its own expense, shall commence and thereafter proceed with reasonable diligence (subject to a reasonable time allowance for the purpose of receiving the condemnation proceeds) to repair, restore, replace or rebuild the Facility to a good, safe and sightly condition. If the condemnation proceeds received

by a Party are insufficient to pay the entire cost to repair, restore, replace or rebuild the Facility, then such Party shall be responsible for the amount of any such deficiency. For purposes of this Section 9.1, the phrase "substantial part of a Facility" shall mean such portion of a Facility as shall render the remaining portion thereof, after repair, restoration, replacement or rebuilding of same, functionally and economically inequivalent to such Facility prior to such taking.

ARTICLE 10: DEFAULTS AND REMEDIES.

SECTION 10.1: EVENTS OF DEFAULT. The occurrence of any of the following events, acts or circumstances shall be and constitute an "Event of Default" with respect to the Party who commits such event or act or to whom such event, act or circumstance occurs:

(a) Failure by a Party to pay in full any amount payable by it under this Agreement when due, and the continuance of such failure for ten (10) days after the other Party gives notice of such failure to the failing Party; or

(b) Failure by a Party to observe, perform or comply with any of the terms, covenants, agreements or conditions contained in this Agreement (other than as specified in Section 11.1(a), and the continuance of such failure for thirty (30) days after the other Party gives notice of such failure to the failing Party, or, when the cure reasonably requires more than thirty (30) days, the failure of a Party to commence to cure such failure within such period of thirty (30) days and diligently and continuously to prosecute it to completion.

SECTION 10.2: REMEDIES. Whenever any Event of Default by a Party shall exist and until it is cured, the other Party may pursue any one or more of the following remedies, which are cumulative and not exclusive of each other:

(a) With respect to any monetary Event of Default, the non-defaulting Party may offset any amount owned by it to the defaulting Party against any amount then due or subsequently becoming due by the defaulting Party to the non-defaulting Party;

(b) With respect to any Event of Default, the non-defaulting Party may bring an action for damages against the defaulting Party; and

(c) With respect to any non-monetary Event of Default, the non-defaulting Party may bring an action for specific performance of this Agreement or other equitable relief, each Party agreeing that monetary damages are not sufficient to make the other Party whole for a non-monetary default of the other Party under this Agreement.

SECTION 10.3: INTEREST ON MONETARY DEFAULTS. Any amount required to be paid by a Party under this Agreement that is not paid within ten (10) days after notice from the

other Party that such payment was not made shall accrue simple per annum interest at the Default Rate from the date of such notice until paid.

SECTION 10.4: NO DEFEASANCE. Neither the suffering of an Event of Default by either Party hereunder, nor the pursuit of remedies by a non-defaulting Party against a defaulting Party (whether or not successful), shall operate to defease the alleged defaulting Party of the rights, easements, interests and benefits created by and under this Agreement.

ARTICLE 11: COVENANT RUNNING WITH LAND; NO LIENS CREATED.

The provisions of this Agreement shall be covenants running with the land and binding upon any person hereafter acquiring an interest in the Conference Center Tract or the Hotel Tract. Notwithstanding the foregoing, the Parties do not intend to create, and this Agreement does not create, any lien right or claim of lien in and to the Conference Center Tract or the Hotel Tract to secure performance of any obligation to pay or share in any costs of maintenance, repair and replacement provided in this Agreement.

ARTICLE 12: MISCELLANEOUS GENERAL PROVISIONS.

SECTION 12.1: RULES OF INTERPRETATION.

(a) Applicable Law. This Agreement shall be governed by and interpreted and construed under the laws of the State of Tennessee.

(b) References; Headings. Unless expressly provided otherwise in this Agreement, each reference in this Agreement to a particular Article, Section, Subsection, paragraph or clause shall be to such Article, Section, Subsection, paragraph or clause of this Agreement. Headings of Articles and Sections are inserted only for convenience and are not, and shall not be deemed, a limitation on the scope of the particular Articles, Sections or Subsections to which they refer.

(c) "Including". In this Agreement, whenever general words or terms are followed by the word "including" (or another form of the word "include") and words of particular and specific meaning, the general words shall be construed in their widest extent, and shall not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meaning.

(d) No Construction Against Drafting Party. No provision of this Agreement shall be construed against or interpreted to the disadvantage of either Municipalities or CSHA by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, structured or dictated such provision.

(e) Exhibits. Each exhibit referred to in this Agreement is attached to and incorporated by reference in this Agreement.

SECTION 12.2: NEGATION OF PARTNERSHIP. Nothing in this Agreement shall be construed to render or constitute a Party in any way or for any purpose a partner, joint venturer or associate in any relationship with the other Party, nor shall this Agreement be construed to authorize either Party to act as agent for the other Party except as expressly provided in this Agreement.

SECTION 12.3: TIME OF ESSENCE. Time is of the essence of this Agreement.

SECTION 12.4: NOTICES. Any notice, consent, approval, statement, demand or other communication which is provided for or required by this Agreement must be in writing and may be, at the option of the party giving notice, delivered in person (including delivery by national overnight couriers such as Federal Express) to any party or may be sent by registered or certified U.S. mail, with postage prepaid, return receipt required. Any such notice or other written communications shall be deemed to have been given (i) in the case of personal delivery, on the date of delivery to the person to whom such notice is addressed as evidenced by a written receipt signed by such person, and (ii) in the case of registered or certified mail, three (3) business days following the day it shall have been posted. For purposes of notice or other written communications, the addresses may be changed at any time by written notice given in accordance with this provision:

(i) If to Municipalities:

Hon. Jerry W. Sharber
Mayor
City of Franklin
City Hall Mall
Office of the Mayor and City Administrator
109 Third Avenue South
Franklin, Tennessee 37064

Mr. James R. Johnson
City Administrator
City of Franklin, Tennessee
City Hall Mall
Office of the Mayor and City Administrator
109 Third Avenue South
Franklin, Tennessee 37064

with copies to:

Mr. Douglas Berry
City Attorney
Weed, Hubbard, Berry & Doughty
SunTrust Center
424 Church Street
Nashville, Tennessee 37219

Mr. Robert A. Ring
County Executive
Williamson County
1320 West Main Street
Suite 125
Franklin, Tennessee 37064

Mr. Richard Buerger
Petersen, Buerger, Moseley & Carson
306 Court Square
Franklin, Tennessee 37064

(ii) If to CSHA:

c/o Stormont Trice Corporation
Suite 1800, Riverwood
3350 Cumberland Circle
Atlanta, Georgia 30339
Attention: Chairman

with copies to:

Regent Franklin, LLC
c/o Regent Partners, Inc.
3340 Peachtree Road, N.E.
Suite 1500
Atlanta, Georgia 30326
Attention: Mr. David B. Allman

King & Spalding
191 Peachtree Street, N.E.
Atlanta, Georgia 30303-1763
Attention: Mr. Robert G. Pennington

Parker, Hudson, Rainer & Dobbs LLP
1500 Marquis Two Tower
285 Peachtree Center Avenue, N.E.
Atlanta, Georgia 30303
Attention: Mr. Kenneth H. Kraft

Municipalities and CSHA each agree that upon giving of any notice, it shall use its reasonable efforts to advise the other by telephone or telecopier that a notice has been sent hereunder. Such telephonic or telecopier advice shall not, however, be a condition to the effectiveness of notice hereunder. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least ten (10) days' prior written notice, either party may from time to time and at any time change its mailing address for purposes of this Agreement. Any notice, request or other communication required or permitted to be given by any party may be given by such party's legal counsel.

SECTION 12.5: WAIVER. The failure of either Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by either Party of any term or

provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such party.

SECTION 12.6: ESTOPPEL CERTIFICATES. Each Party shall, without charge, at any time and from time to time, within ten (10) days after request by the other party certify by written instrument, duly executed, acknowledged and delivered, to the effect that this Agreement is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications), stating whether or not any notice of default has been given to the other party which has not been cured and, whether or not, to the best knowledge of the person executing such estoppel certificate on behalf of such Party, the other Party is in default in performance of any covenant, agreement or condition contained in this Agreement and, if so, specifying each such default of which the individual executing such estoppel certificate may have knowledge.

SECTION 12.7: AMENDMENTS. This Agreement and its provisions may be changed, waived, discharged or terminated only by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought, and consented to by any Mortgagee if required under the terms of the applicable Mortgage.

SECTION 12.8: SEVERABILITY. If any provision of this Agreement or the application of any provision to any person or circumstance is or becomes invalid or unenforceable to any extent, then the remainder of this Agreement and the application of such provisions to any other any other person or circumstances shall not be affected by such invalidity or unenforceability and shall be enforced to the greatest extent permitted by law.

SECTION 12.9: COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to an original and all of which together shall comprise but a single document.

SECTION 12.10: BINDING EFFECT. Subject to any restrictions on transfer contained in this Agreement, this Agreement shall inure to the benefit of and be binding on the Parties and their respective legal representatives, successors, successors-in-title and assigns.

SECTION 12.11: APPROVALS. Whenever the approval or consent of a Party is required in this Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

SECTION 12.12: UNAVOIDABLE DELAYS. CSHA and Municipalities shall be excused from performing any of their respective obligations or undertakings provided in this Agreement as long as the performance of such obligation or undertaking is prevented or delayed due to strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualties or other causes beyond the control of the party required to perform such obligation or undertaking.

SECTION 12.13: JOINT AND SEVERAL. If either Municipalities or CSHA at any time consists of more than one individual or entity, then the obligation of all such individuals and entities under this Amendment is joint and several. The foregoing shall not be deemed to impose liability on any stockholder, member, general or limited partner or principal of any entity which constitutes either Municipalities or CSHA.

SECTION 12.14: DATE FOR PERFORMANCE. If the time period or date by which any right, option, election, act or notice provided under this Agreement must be exercised, performed or given, expires or occurs on a Saturday, Sunday or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

SECTION 12.15: LEGAL OPINION. Within a reasonable period following its execution of this Agreement, but in no event later than the date that a Mortgage is placed on CSHA's (or its assignee's) interest in the Hotel Tract, (1) Municipalities shall provide CSHA with the opinion of legal counsel reasonably acceptable to CSHA that this Agreement has been duly authorized, executed and delivered by Municipalities, and that the same constitutes the legal, valid and binding obligation of Municipalities enforceable in accordance with its terms, and (2) CSHA shall provide Municipalities with the opinion of legal counsel reasonably acceptable to Municipalities that CSHA is, under the laws of Georgia, a valid, duly constituted and presently existing entity, that this Agreement has been duly authorized and executed on its behalf and constitutes a legal, valid and binding obligation of CSHA enforceable in accordance with its terms.

IN WITNESS WHEREOF, Municipalities and CSHA have executed this Agreement under seal as of the date first above written.

MUNICIPALITIES:

CITY OF FRANKLIN, TENNESSEE

By: _____
Jerry W. Sharber
Mayor

Attest: _____
Name: James R. Johnson
City Clerk

WILLIAMSON COUNTY

By: _____
Name: Robert A. Ring
Title: County Executive

CSHA:

COOL SPRINGS HOTEL ASSOCIATES, LLC

By: Franklin Hotel Developers, LLC, a Georgia limited liability company, as Managing Member

By: _____
Name: James M. Stormont, Jr.
Title: Member of Management Committee

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public for the State and County aforesaid, personally appeared Jerry W. Sharber and James R. Johnson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and the City of Clerk, respectively, of The City of Franklin, Tennessee, and that they, as the Mayor and the City Clerk, respectively, of the City, being authorized so to do, executed the foregoing instrument for the purposes contained herein by signing the name of the City by themselves as such Mayor and City Clerk.

WITNESS my hand and seal, this 16th day of December, 1997.

Irma Eichner
Notary Public

My Commission Expires:

June 22, 1999

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public for the State and County aforesaid, personally appeared Robert A. Ring, 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 County Executive of Williamson County, Tennessee, and that he, as the County Executive of the County, being authorized so to do, executed the foregoing instrument for the purposes contained herein by signing the name of the County by himself as such County Executive.

WITNESS my hand and seal, this 16th day of December, 1997.

Nellie B. Givens
Notary Public

My Commission Expires:

9-28-98

STATE OF GEORGIA)
COUNTY OF FULTON)

Before me, the undersigned, a Notary Public for the State and County aforesaid, personally appeared James M. Stormont, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a member of the Management Committee of Franklin Hotel Developers, LLC, and that he, as said member, being authorized so to do, executed the foregoing instrument for the purposes contained herein by signing the name of the Cool Springs Hotel Associates, LLC by himself as such member.

WITNESS my hand and seal, this 19th day of December, 1997.

Karin L. Lewis
Notary Public

My Commission Expires:

EXHIBIT A-1

BK 1605 PG 873

PROPERTY DESCRIPTION
Lot 662, Cool Springs East Subdivision, Section 16

Being a tract of land located in the Eighth Civil District of Williamson County, in the City of Franklin, Tennessee, known as Lot 662, Cool Springs East Subdivision, Section 16, as of record in Plat Book , Page. , R.O.W.C., Tennessee, and being more particularly described as follows:

BEGINNING at an existing iron pin, the northerly end of the northeasterly return curve of Cool Springs Boulevard and Carothers Parkway; thence,

1. With the easterly right-of-way line of Carothers Parkway, northwardly, with a curve to the right, having a radius of 3510.87 feet and a central angle of 11°32'51", an arc length of 707.59 feet, a chord bearing and distance of North 22°14'19" East, 706.39 feet to an existing iron pin; thence,
2. North 28°00'44" East, 32.00 feet to an iron pin set; thence,
3. Leaving said right-of-way line, with the southerly line of Lot 663, southerly, with a curve to the left, having a radius of 30.00 feet and a central angle of 53°35'17", an arc length of 28.06 feet, a chord bearing and distance of South 44°21'17" East, 27.05 feet to an iron pin set; thence,
4. Southeasterly, with a curve to the left, having a radius of 177.00 feet and a central angle of 29°13'56", an arc length of 90.31 feet, a chord bearing and distance of South 85°45'54" East, 89.33 feet to an iron pin set; thence,
5. North 79°37'17" East, 62.45 feet to an iron pin set; thence,
6. With a curve to the left, having a radius of 295.00 feet and a central angle of 13°41'29", an arc length of 70.49 feet, a chord bearing and distance of North 72°46'42" East, 70.33 feet to an iron pin set; thence,
7. With a curve to the right, having a radius of 342.00 feet and a central angle of 25°42'24", an arc length of 153.44 feet, a chord bearing and distance of North 78°47'10" East, 152.16 feet to an iron pin set; thence,
8. South 01°38'22" West, 36.30 feet to an iron pin set; thence,
9. Southeasterly, with a curve to the right, having a radius of 306.00 feet and a central angle of 45°10'11", an arc length of 242.81 feet, a chord bearing and distance of South 65°46'32" East, 236.58 feet to an iron pin set; thence,
10. South 16°20'33" West, 229.27 feet to an iron pin set; thence,
11. South 73°39'27" East, 11.58 feet to an iron pin set; thence,
12. South 16°20'33" West, 42.39 feet to an iron pin set; thence,
13. With the common property line of Lot 665 and this tract, North 73°39'27" West, 105.14 feet to a point; thence,
14. North 16°20'33" East, 46.50 feet; thence,
15. North 73°39'27" West, 77.69 feet; thence,
16. South 16°20'33" West, 58.51 feet; thence,
17. North 73°39'27" West, 90.96 feet; thence,
18. South 16°20'33" West, 9.04 feet; thence,
19. North 73°39'27" West, 6.87 feet; thence,
20. South 16°20'33" West, 26.88 feet; thence,

EXHIBIT A-1

21. North 73°39'27" West, 125.10 feet to an iron pin set; thence,
22. South 16°20'33" West, 101.68 feet to an iron pin set; thence,
23. With a curve to the left, having a radius of 137.00 feet and a central angle of 31°57'44", an arc length of 76.42 feet, a chord bearing and distance of South 00°21'41" West, 75.44 feet to an iron pin set; thence,
24. South 74°22'49" West, 174.41 feet to an iron pin set; thence,
25. South 16°20'33" West, 186.88 feet to an iron pin set on the northerly right-of-way line of Cool Springs Boulevard; thence,
26. With said right-of-way line, North 73°24'53" West, 135.45 feet to an iron pin set; thence,
27. North 73°22'49" West, 30.20 feet to an existing iron pin; thence,
28. With a curve to the right, having a radius of 36.00 feet and a central angle of 52°19'34", an arc length of 32.88 feet, a chord bearing and distance of North 09°41'54" West, 31.75 feet to the POINT OF BEGINNING and containing 7.800 acres, more or less.

BK 1605 PG 875

EXHIBIT "A-2"

HOTEL SITE

Being a tract of land in the Eighth Civil District of Williamson County, in the City of Franklin, Tennessee, and known as Lot 665, Cool Springs East Subdivision, Section 16, as of record in Plat Book 25, Page 125, R.O.W.C., Tennessee and being more particularly described as follows: COMMENCING at the southerly end of the northeasterly return curve of Carothers Parkway and Cool Springs Boulevard and proceeding as follows: With the northerly right-of-way line of Cool Springs Boulevard South 73°22'49" East a distance of 30.20 feet to an existing iron pin; thence, South 73°24'53" East a distance of 135.45feet to an existing iron pin, being the POINT OF BEGINNING of the hereon described tract; thence,

1. Leaving Cool Springs Boulevard and with the common property line of Lot 662, City of Franklin, as of record in Plat Book 25, Page 125, R.O.W.C., Tennessee, and this Lot, 665, NORTH 16°20'33" East, a distance of 186.88 feet to an iron pin set; thence

2. NORTH 74°22'49" EAST a distance of 174.41 feet to an iron pin set ; thence,

3. Northerly, with a 137.00-foot radius curve to the right, having a central angle of 31°57'44" an arc distance of 76.42 feet and a chord bearing of NORTH 00°21'41" EAST a distance of 75.44 feet to an iron pin set; thence,

4. NORTH 16°20'33" EAST a distance of 101.68 feet; thence,

5. SOUTH 73°39'27" EAST a distance of 125.10 feet; thence,

6. NORTH 16°20'33" EAST a distance of 26.88 feet; thence,

7. SOUTH 73°39'27" EAST a distance of 6.87 feet; thence,

8. NORTH 16°20'33" EAST a distance of 9.04 feet; thence,

9. SOUTH 73°39'27" EAST a distance of 90.96 feet; thence,

10. NORTH 16°20'33" EAST a distance of 58.51 feet; thence,

11. SOUTH 73°39'27" EAST a distance of 77.69 feet; thence,

12. SOUTH 16°20'33" WEST a distance of 46.50 feet; thence,

13. SOUTH 73°39'27" EAST a distance of 105.14 feet to an iron pin set on the westerly property line of Lot 667, of said subdivision; thence,

14. With the common property line of Lot 667 and this Lot, 665, SOUTH 16°20'33" WEST a distance of 248.97 feet to an existing iron pin; thence,

15. NORTH 73°39'27" WEST a distance of 192.44 feet to an existing iron pin; thence,

16. SOUTH 16°20'33" WEST a distance of 262.64 feet to an existing iron pin on the northerly right-of-way line of Cool Springs Boulevard; thence,

17. With said northerly right-of-way line NORTH 73°39'27" WEST a distance of 339.29 feet to an existing iron pin; thence,

18. NORTH 09°30'20" EAST a distance of 10.35 feet to the POINT OF BEGINNING and containing 182,952 square feet or 4.200 acres, more or less, as calculated by the above courses and distances which were determined within the precision requirements of an ATLTA/ACSM "Urban Land Title Survey" of 1992.

The above described property is shown on and is described according to that certain ALTA/ACSM Land Title Survey of Cool Springs East Subdivision 4.200 Acre Tract, dated November 4, 1997, last revised December 22, 1997, prepared by Ragan-Smith Associates for Cool Springs Hotel Associates, LLC, Old Republic National Title Insurance Company, Lawyers Title Insurance Corporation; SouthTrust Bank, National Association; Daiwa Finance Corporation and Cool Springs Real Estate Associates, L.P., which survey is incorporated herein and made a part hereof by this reference.

BEING the same property conveyed to Cool Springs Hotel Associates, LLC, by Deed from Cool Springs Real Estate Associates, L.P., of record in Book 1605, page 830, Register's Office of Williamson County, Tennessee.

EXHIBIT B

(Separation Drawings)

Franklin Marriott Hotel, Franklin, Tennessee, Hotel/Conference Center Lobby Plan dated October 17, 1997, bearing a plot date of November 12, 1997, prepared by Cooper Carry & Associates, Architects, under Project No. 97022.01.

State of Tennessee, County of WILLIAMSON
Received for record the 23 day of
DECEMBER 1997 at 4:22 PM. (RECH 247453)
Recorded in official records
Book 1605 Page 844- 877
Notebook 59 Page 94
State Tax $ .00 Clerks Fee $ .00,
Recording $136.00, Total $ 136.00,
Register of Deeds SADIE WADE
Deputy Register KAREN OWENS