

THIS INSTRUMENT WAS PREPARED BY:

Kilpatrick Stockton LLP
Hearst Tower, Suite 2500
214 North Tryon Street
Charlotte, North Carolina 28202
Attention: John Nicholas Suhr, Jr., Esq.

UPON RECORDATION PLEASE RETURN TO
ABOVE ADDRESS:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Loan No.: 50-2828314

Birmingham, Alabama
Residence Inn II [Pool 1]

SUBORDINATION, NON-DISTURBANCE, ATTORNMENT
AND RECOGNITION AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND RECOGNITION AGREEMENT (the "Agreement") is made and entered into as of the 10th day of November, 2004, among: (i) Wachovia Bank, National Association ("Mortgagee"), a national association having an address at 301 South Tryon Street, PMB 35-123, Charlotte, North Carolina 28282; (ii) AHT Residence Inn II Limited Partnership ("Owner"), a Virginia limited partnership having an address at 814 E. Main Street, Richmond, Virginia 23219; (iii) AHM Res II Limited Partnership ("Lessee"), a Virginia limited partnership having an address at 814 E. Main Street, Richmond, Virginia 23219; and (iv) Residence Inn by Marriott, Inc. ("Manager"), a Delaware corporation having an address at 10400 Fernwood Road, Bethesda, Maryland 20817.

RECITALS

1. Owner is the owner of the Inn (defined in Section 1 below), and Mortgagee is the holder of the Mortgage (defined in Section 1 below) that encumbers the Inn.
2. Owner and Lessee have entered into that certain Hotel Lease Agreement (defined in Section 1 below) pursuant to which Owner has leased the Inn to Lessee.
3. Lessee and Manager have entered into the Amended and Restated Management Agreement (defined in Section 1 below), and in connection therewith, Lessee, Owner, Marriott Residence Inn II Limited Partnership, AHT Carolina Limited Partnership and Manager have entered into that certain First Amendment to Owner Agreement of even date thereof.
4. Mortgagee and Manager desire to provide for Manager's continued management of the Inn pursuant to the Management Agreement, notwithstanding any default by Owner or

Lessee under the Loan Documents (as defined in the Mortgage), the Mortgage or the Management Agreement, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree and covenant as follows:

1. Definitions. Any capitalized term that is not specifically defined in this Agreement shall have the meaning set forth in the Management Agreement. The following terms when used in this Agreement shall have the meanings indicated:

"Foreclosure" shall mean any exercise of the remedies available to the holder of the Mortgage, upon a default under the Mortgage, which results in a transfer of title to or possession of any one or more of the Inn. The term "Foreclosure" shall include, without limitation: (i) a transfer by judicial foreclosure; (ii) a transfer by deed in lieu of foreclosure; (iii) the appointment by a court of a receiver to assume possession of any one or more of the Inn; (iv) a transfer of either ownership or control of the Owner, by exercise of a stock pledge or otherwise; (v) a transfer resulting from an order given in a bankruptcy, reorganization, insolvency or similar proceeding; (vi) if title to any one or more the Inn is held by a tenant under a ground lease, an assignment of the tenant's interest in such ground lease; or (vii) any similar judicial or non-judicial exercise of the remedies held by the holder of the Mortgage.

"Foreclosure Date" shall mean the date on which title to or possession of any Inn is transferred by means of a Foreclosure.

"Inn" shall mean that certain Inn located at 3 Greenhill Parkway, Birmingham, Alabama (as more particularly described on Exhibit "A" hereto).

"Management Agreement" shall mean that certain Amended and Restated Management Agreement, dated August 28, 2002, as amended by that First Amendment to Amended and Restated Management Agreement dated November 10, 2004, between Lessee and Manager pursuant to which Manager manages the Inn on behalf of Lessee. The term "Management Agreement," as used in this Agreement, shall include any amendments, modifications, supplements, replacements or extensions of the Amendment and Restatement of Management Agreement.

"Hotel Lease Agreement" shall mean that certain Hotel Lease Agreement executed by AHT-Residence Inn II Limited Partnership, as "Owner", and AHM Res II Limited Partnership as "Lessee," dated as of November 10, 2004.

"Mortgage" shall mean that certain Mortgage and Security Agreement dated November 10, 2004 given by Owner to Mortgagee. The Mortgage encumbers the Inn. The term "Mortgage," as used in this Agreement, shall include: (i) any amendments, modifications, supplements, replacements, extensions or refinancings of the original "Mortgage"; and (ii) any existing or future financing by Mortgagee that is wholly or partially secured by the Inn, including a "blanket mortgage" encumbering properties other than the Inn.

"Mortgagee" shall mean any of the following: (i) the entity identified as the "Mortgagee"

in the Preamble; (ii) any successors or assigns of that entity; (iii) any nominee or designee of that entity (or any other entity described in this definition); (iv) any initial or subsequent assignee of all or any portion of the interest of that entity in the Mortgage; or (v) any entity that is a participant in the financing secured by the Mortgage, or otherwise acquires an equitable interest in the Mortgage.

"Subsequent Owner" shall mean any individual or entity that acquires title to or possession of the Inn through a Foreclosure (together with any successors or assigns thereof), including, without limitation, (i) Mortgagee, (ii) any purchaser of the Inn from Mortgagee, or any lessee of the Inn from Mortgagee, or (iii) any purchaser of the Inn at Foreclosure.

2. Subordination of Management Agreement. Subject to the parties' compliance with the provisions of this Agreement, the Management Agreement and all right, title and interest of Manager in and to the Inn, if any, are and shall be subject and subordinate to the lien of the Mortgage; provided, however, that, notwithstanding the foregoing subordination, neither Mortgagee nor any Subsequent Owner shall name Manager as a defendant in any Foreclosure (unless required by law in order for Mortgagee to obtain complete relief in a judicial foreclosure proceeding, in which event Manager may be so named subject to the non-disturbance obligations set forth in Section 3 of this Agreement and provided that (i) such naming shall not be in derogation of any of the rights of Manager set forth in this Agreement and (ii) the Management Agreement shall not be subject to forfeiture or termination, other than in accordance with the terms thereof, by reason of such suit, action or proceeding or any judgment rendered therein) or otherwise take steps that are inconsistent with Section 3 of this Agreement.

3. Non-Disturbance.

A. In the event any Subsequent Owner comes into possession of or acquires title to the Inn either at or following a Foreclosure, Mortgagee agrees (which agreement shall be binding on all Subsequent Owners) that if, at such time, the Management Agreement has not expired or otherwise been earlier terminated in accordance with its terms, then Mortgagee and all Subsequent Owners shall recognize Manager's rights under the Management Agreement and Manager shall not be disturbed in its right to manage and operate the Inn pursuant to the provisions of the Management Agreement.

B. If, at the time that a Subsequent Owner acquires its interest by Foreclosure of the Inn is purchased from Mortgagee by an unrelated third party after Foreclosure, the Management Agreement has terminated for any reason whatsoever or Manager does not have the right to manage or operate the Inn pursuant to the provisions of the Management Agreement (in each case other than due to an Event of Default by Manager under the Management Agreement), Subsequent Owner or such unrelated third-party purchaser and Manager shall immediately enter into a separate replacement agreement on the same terms and conditions as the Management Agreement to the extent practicable, except that the term of such separate replacement agreement shall start from the later of (i) the date the Management Agreement terminates (or, as applicable, the date on which Manager no longer has the right to manage or operate the Inn pursuant to the provisions of the Management Agreement) and (ii) the date of acquisition of the interest in the Inn and shall continue for the balance of the term that would have otherwise remained under the Management Agreement.

4. Attornment. Manager agrees that, upon a Foreclosure of the Mortgage, provided that (subject to the provisions of Section 3 above) the Management Agreement has not expired or otherwise been earlier terminated in accordance with its terms, Manager shall attorn to any Subsequent Owner and shall remain bound by all of the terms, covenants and conditions of the Management Agreement, for the balance of the remaining term thereof (and any renewals thereof that may be effected in accordance with the Management Agreement) with the same force and effect as if such Subsequent Owner were the "Owner" under the Management Agreement; provided, however, that Manager shall be under no such obligation to so attorn: (i) if such Subsequent Owner would not qualify as a permitted transferee under Section 18.01 of the Management Agreement; or (ii) unless such Subsequent Owner, within forty (40) days after the Foreclosure Date (or, in the event such Subsequent Owner acquires title to the Inn after the Foreclosure Date, within forty (40) days after the date of such acquisition of title to the Inn), assumes all of the obligations of the "Owner" under the Management Agreement that arise from and after the Foreclosure Date (or such later date of acquisition of title to the Inn), pursuant to a written assumption agreement that is reasonably acceptable to Manager and that shall be delivered to Manager. Upon the written request of Mortgagee, Manager shall periodically execute and deliver a statement, in a form reasonably satisfactory to Mortgagee, reaffirming Manager's obligation to attorn as set forth in this Section 4.

5. Notice and Opportunity to Cure.

A. In the event of a Default by Lessee in the performance or observance of any of the terms and conditions of the Management Agreement, and in the event that Manager gives written notice thereof to Lessee pursuant to Article XV of the Management Agreement, Manager shall also give a duplicate copy (herein referred to as the "First Notice") of such notice to Mortgagee, in accordance with Section 8 of this Agreement. In addition, in the event that such Default is not cured within the applicable cure period under Article XV of the Management Agreement, and Manager intends to exercise its remedy of terminating the Management Agreement, Manager shall send a second notice (the "Second Notice") to Mortgagee, in accordance with Section 8 hereof, stating Manager's intention to terminate the Management Agreement. Manager shall forbear from taking any action to terminate the Management Agreement for a period of thirty (30) days after the service of the First Notice, and for an additional period of thirty (30) days after the service of the Second Notice (if such Second Notice

is required, as set forth above).

B. No notice given by Manager to Lessee shall be effective as a notice under Article XV of the Management Agreement unless the applicable duplicate notice to Mortgagee that is required under Section 5.A hereof (either the First Notice or the Second Notice, as the case may be) is given to Mortgagee in accordance with this Agreement. It is understood that any failure by Manager to give such a duplicate notice (either the First Notice or the Second Notice, as the case may be) to Mortgagee shall not be a default by Manager either under this Agreement or under the Management Agreement, but rather shall operate only to void the effectiveness of any such notice by Manager to Lessee under Article XV of the Management Agreement.

C. Manager agrees to accept performance by Mortgagee with the same force and effect as if the same were performed by Lessee, in accordance with the provisions and within the cure periods prescribed in the Management Agreement (except that Mortgagee shall have such additional cure periods, not available to Lessee, as are set forth in Section 5.A hereof).

D. Except as specifically limited in the foregoing paragraphs, nothing contained herein shall preclude Manager from exercising any of its rights or remedies against Lessee with respect to any default by Lessee under the Management Agreement.

6. Notice to Manager. Mortgagee shall deliver to Manager a copy of any notice of an Event of Default (as defined in the Mortgage) under the Mortgage or other Loan Documents that Mortgagee sends to Owner; *provided, however*, failure by Mortgagee to give such a duplicate notice to Manager shall not be a default by Mortgagee under this Agreement and shall not preclude Mortgagee from exercising any of its rights or remedies against Owner or Lessee as provided in the Mortgage, the other Loan Documents or under applicable state law.

7. Assignment of Management Agreement. Owner and Lessee have, pursuant to the applicable provisions of the Mortgage, collaterally assigned to Mortgagee, as additional security for the indebtedness evidenced by the Mortgage, all of Owner's and Lessee's right, title and interest in and to the Management Agreement, including the right to distributions payable to Lessee or Owner pursuant thereto. Manager hereby acknowledges the foregoing assignment. Owner, Lessee and Manager hereby acknowledge and agree that, upon the occurrence of an Event of Default under the Loan Documents or the Mortgage, Mortgagee may (from time to time) give Manager a notice or notices directing Manager to pay to Mortgagee subsequent distributions under Article V or other applicable provisions under the Management Agreement that would otherwise be payable to Lessee, and Manager agrees to comply with any such notice. Manager shall continue to make payments in compliance with any such notice from Mortgagee until Manager receives written instructions to the contrary from Mortgagee. Owner and Lessee hereby give consent to any such payments by Manager to Mortgagee that are in compliance with any such notice. The foregoing consents by Owner and Lessee shall be deemed to be irrevocable until the entire debt secured by the Mortgage has been discharged, as evidenced either by the recordation of a satisfaction or release executed by Mortgagee, or by the delivery of a written statement to that effect from Mortgagee to Manager. It is understood that Manager shall comply with the direction set forth in any such notice without any necessity to investigate Mortgagee's reasons for sending such notice, or to confirm whether or not Owner is in fact in default under the terms of the Loan Documents or Mortgage.

8. Notices. Notices, statements and other communications to be given under the terms of this Agreement shall be in writing and delivered by hand against receipt or sent by certified or registered mail, postage prepaid, return receipt requested, or by Federal Express (or other nationally-recognized overnight courier), marked for next business day delivery, with delivery charges paid by the sender:

To Mortgagee:

Wachovia Bank, National Association
301 South Tryon Street
PMB 35-123
Charlotte, North Carolina 28282
Attn: Robert Rosenberg

with a copy to:

Kilpatrick Stockton LLP
214 North Tryon Street, Suite 2500
Charlotte, North Carolina 28202
Attn: John N. Suhr, Jr., Esq.

To Owner:

c/o Apple Hospitality Two, Inc.
814 E. Main Street
Richmond, Virginia 23219
Attn: David S. McKenney

To Lessee:

AHM Res II Limited Partnership
c/o Apple Hospitality Management, Inc.
814 E. Main Street
Richmond, Virginia 23219
Attn: David S. McKenney

and, if to Owner or Lessee, with a copy,
which shall not constitute notice, to:

McGuireWoods LLP
One James Center
901 East Cary Street
Richmond, Virginia 23219
Attn: David Buckley

To Manager:

Residence Inn by Marriott, Inc.
c/o Marriott International, Inc.

10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Law Department, 52/923
Senior Operations Attorney
FAX: 301/380-6727

or at such other address as is from time to time designated by the party receiving the notice. Any such notice which is properly mailed shall be deemed to have been served as of five (5) days after said posting for purposes of establishing that the sending party complied with the applicable time limitations set forth herein, but shall not be binding on the addressee until actually received. Any such notice which is properly sent by Federal Express (or other nationally-recognized overnight courier) shall be deemed to have been served as of the business day after being sent for purposes of establishing that the sending party complied with the applicable time limitations set forth herein, but shall not be binding on the addressee until actually received.

9. Estoppel Certificates. Manager shall, at any time and from time to time upon not less than thirty (30) days' prior written notice from Mortgagee, execute, acknowledge and deliver to Mortgagee, or to any third party specified by Mortgagee, a statement in writing: (a) certifying (i) that the Management Agreement is unmodified and in full force and effect (or if there have been modifications, that the same, as modified, is in full force and effect and stating the modifications) and (ii) the date through which the management fees due under the Management Agreement have been paid; (b) stating whether or not to the best knowledge of Manager (i) there is a continuing default by Lessee in the performance or observance of any covenant, agreement or condition contained in the Management Agreement, or (ii) there shall have occurred any event that, with the giving of notice or passage of time or both, would become such a default, and, if so, specifying each such default or occurrence of which Manager may have knowledge; (c) stating the current balance of the Repair and Equipment Reserve (as defined in the Management Agreement) and the amount of the current balance allocable to each of the Inn pursuant to the current budget; and (d) stating such other information as Mortgagee may reasonably request. Such statement shall be binding upon Manager and may be relied upon by Mortgagee and/or such third party specified by Mortgagee as aforesaid.

10. Amendments to Management Agreement. Manager agrees that it shall not enter into any material modification of, or material addition to, the Management Agreement without the prior written consent of Lender and no such material modification or addition shall be binding on Mortgagee if made without Mortgagee's written consent.

11. Incentive Management Fee. Manager confirms that its right to receive the Incentive Management Fee (as defined in the Management Agreement) is subject to the Lessee's prior right to retain Operating Profit until Lessee has received Qualifying Debt Service (as defined in the Management Agreement). Manager further confirms that payments owing to Mortgagee by Owner and/or Lessee pursuant to the loan documents evidencing a loan in the amount of \$5,573,000.00 and made the date hereof, qualify as Qualifying Debt Service.

12. Subordination of Right of First Refusal. Subject to Section 4 of this Agreement, Manager agrees that a Foreclosure shall not trigger Manager's Right of First Refusal under Article 18 of the Management Agreement nor shall a transfer of title to or control or possession

of the Inn by deed in lieu of foreclosure cause any Contingent Management Fee to become immediately due and payable or accelerated.

13. Repair and Equipment Reserve. For so long as Mortgagee's loan is secured by the Inn, Manager, Owner and Lessee agree that upon termination of the Management Agreement with respect to the Inn, Manager shall pay directly to Mortgagee, without any setoff whatsoever, all amounts on deposit in the Repair and Equipment Reserve allocable to the Inn.

14. Confirmatory Documentation.

The provisions of Section 2, Section 3 and Section 4 of this Agreement are and shall be fully effective and binding between the parties, upon the occurrence of the conditions set forth in such Sections, without the execution of any further instruments by any party. Notwithstanding the foregoing, each party to this Agreement shall have the right (from time to time, for so long as this Agreement is in effect) to request either or both of the other parties to execute documentation (in form reasonably satisfactory to all signing parties) confirming (if true) that such conditions (if any) have been satisfied and that the provisions of Section 2, Section 3 and/or Section 4 hereof have been implemented. In such event, each of the parties that are requested to execute such confirmatory documentation agrees to execute it within a reasonable period of time (not to exceed thirty (30) days) after its receipt of such request.

15. Miscellaneous.

A. This Agreement may be executed in a number of identical counterparts. If so executed, all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart, provided that xerox or facsimile copies of all signatures are produced.

B. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective successors, heirs, legal representations and assigns of each of the parties hereto.

C. Notwithstanding anything herein to the contrary, the commencement and prosecution of Foreclosure proceedings under the Mortgage is a matter entirely within the discretion of Mortgagee.

D. The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

E. In the event the Management Agreement shall be amended, modified or supplemented, the Management Agreement, as so amended, modified or supplemented, shall continue to be subject to the provisions of this Agreement without the necessity of any further act by the parties hereto.

F. The provisions of this Agreement shall not be modified, amended, waived, discharged or terminated except by a written document signed by all of the parties hereto.

G. This Agreement and its validity, interpretation and enforcement shall be governed by the laws of the State of Alabama.

H. Captions of Sections herein are inserted only for convenience and are in no way to be construed as a limitation on the scope of the particular Sections to which they refer.


I. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respects, all other terms and conditions of this Agreement shall remain in full force and effect.

J. The waiver by any party of the performance of any covenant, condition or promise shall not invalidate this Agreement and shall not be considered a waiver of any other covenant, condition or promise. No such waiver shall constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not constitute a waiver of any remedy provided by law or in equity, and the provision in this Agreement of any remedy shall not exclude any other remedy unless such remedy is expressly excluded hereby

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WACHOVIA BANK, NATIONAL ASSOCIATION
("Mortgagee"),

By: 
Name: Renee D. Sides
Title: AVP

RESIDENCE INN BY MARRIOTT, INC
("Manager"), a Delaware corporation

By: _____
Name: _____
Title: Vice President

The undersigned Owner and Lessee hereby consents to the foregoing Agreement.

AHT RESIDENCE INN II LIMITED PARTNERSHIP,
a Virginia limited partnership

By: AHT Residence Inn II GP, Inc.,
a Virginia corporation
Its: General Partner

By: _____
Name: _____
Title: _____

AHM RES II LIMITED PARTNERSHIP,
A Virginia limited partnership

By: AHM RES II GP, Inc.,
a Virginia corporation,
its general partner

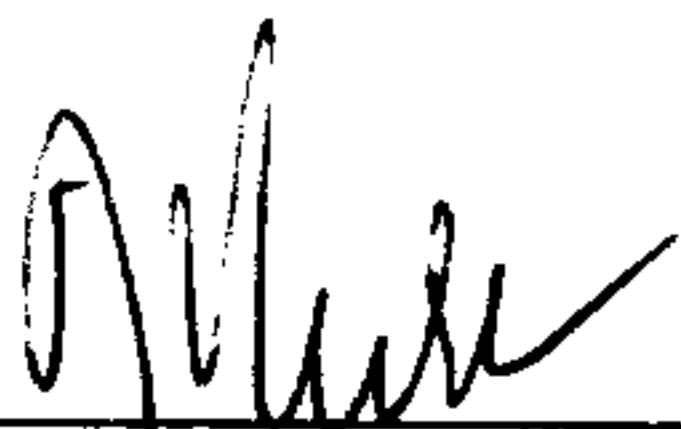
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WACHOVIA BANK, NATIONAL ASSOCIATION
("Mortgagee"),

By: _____
Name: _____
Title: _____

RESIDENCE INN BY MARRIOTT, INC
("Manager"), a Delaware corporation

By:  _____
Name: M. Lester Pulse, Jr.
Title: Vice President

The undersigned Owner and Lessee hereby consents to the foregoing Agreement.

AHT RESIDENCE INN II LIMITED PARTNERSHIP,
a Virginia limited partnership

By: AHT Residence Inn II GP, Inc.,
a Virginia corporation
Its: General Partner

By: _____
Name: _____
Title: _____

AHM RES II LIMITED PARTNERSHIP,
A Virginia limited partnership

By: AHM RES II GP, Inc.,
a Virginia corporation,
its general partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WACHOVIA BANK, NATIONAL ASSOCIATION
("Mortgagee"),

By: _____
Name: _____
Title: _____


RESIDENCE INN BY MARRIOTT, INC
("Manager"), a Delaware corporation

By: _____
Name: _____
Title: Vice President

The undersigned Owner and Lessee hereby consents to the foregoing Agreement.


AHT RESIDENCE INN II LIMITED PARTNERSHIP,
a Virginia limited partnership

By: AHT Residence Inn II GP, Inc.,
a Virginia corporation
Its: General Partner

By: 
Name: David S. McKenney
Title: Vice President

AHM RES II LIMITED PARTNERSHIP,
A Virginia limited partnership

By: AHM RES II GP, Inc.,
a Virginia corporation,
its general partner

By: 
Name: David S. McKenney
Title: Vice President

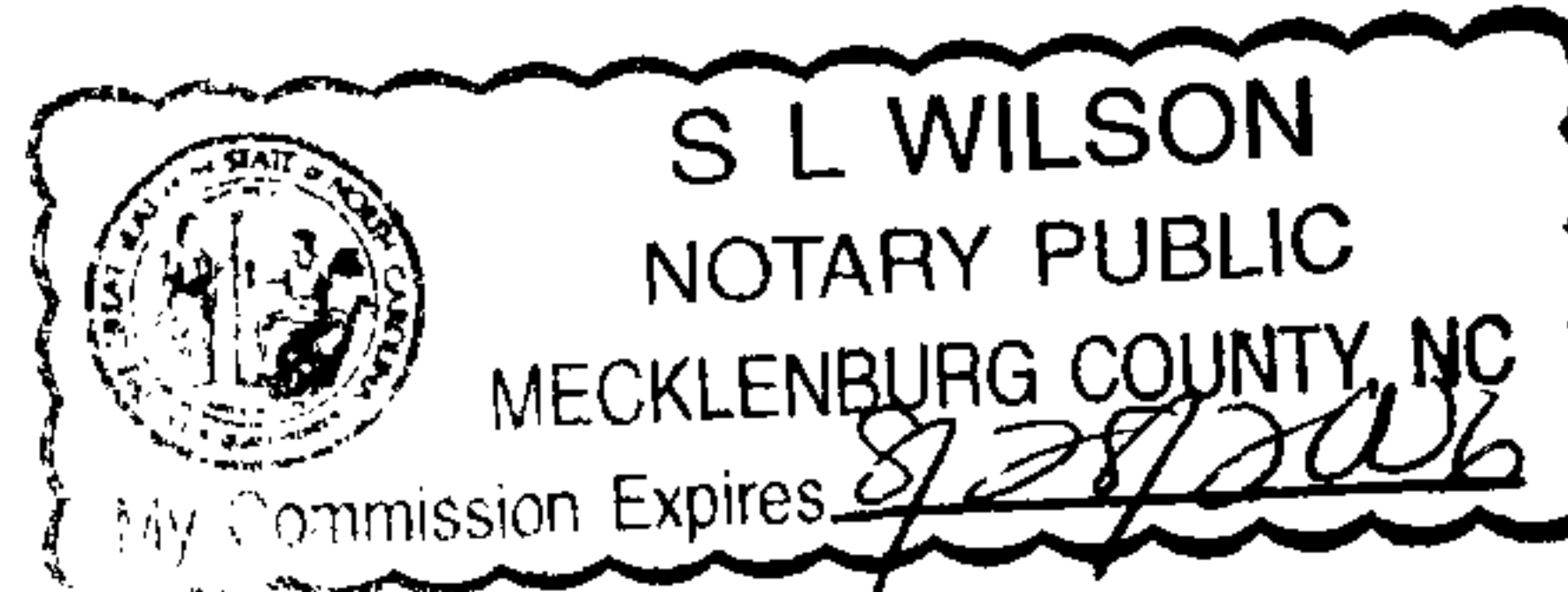
STATE OF NORTH CAROLINA
CITY/COUNTY OF Mecklenburg

This instrument was acknowledged before me on November 17th, 2004, by Renee D. Sides, a ATP of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association on behalf of said national banking association.

[Signature]
Notary Public

My commission expires: 8/28/2006

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____



This instrument was acknowledged before me on November __, 2004, by _____, the _____ of Residence Inn by Marriott, Inc. on behalf of said corporation.

Notary Public

My commission expires: _____

COMMONWEALTH OF VIRGINIA

RICHMOND CITY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of AHT Residence Inn II GP, Inc., a Virginia corporation, the general partner of AHT RESIDENCE INN II LIMITED PARTNERSHIP, a Virginia limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner of said partnership as aforesaid.

Given under my hand and official seal this _____ day of November, 2004.

Notary Public

AFFIX SEAL

My Commission Expires: _____

STATE OF NORTH CAROLINA
CITY/COUNTY OF _____

This instrument was acknowledged before me on November __, 2004, by _____, a _____ of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association on behalf of said national banking association.

Notary Public

My commission expires: _____

STATE OF MARYLAND
CITY/COUNTY OF MONTGOMERY

This instrument was acknowledged before me on November 10, 2004, by M. Lester Pulse, the VicePresident of Residence Inn by Marriott, Inc. on behalf of said corporation.

Paula Riswender
Notary Public

My commission expires: 2-1-07

COMMONWEALTH OF VIRGINIA

RICHMOND CITY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of AHT Residence Inn II GP, Inc., a Virginia corporation, the general partner of AHT RESIDENCE INN II LIMITED PARTNERSHIP, a Virginia limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner of said partnership as aforesaid.

Given under my hand and official seal this _____ day of November, 2004.

Notary Public

AFFIX SEAL

My Commission Expires: _____

STATE OF NORTH CAROLINA
CITY/COUNTY OF _____

This instrument was acknowledged before me on November __, 2004, by _____, a _____ of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association on behalf of said national banking association.

Notary Public

My commission expires: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

This instrument was acknowledged before me on November __, 2004, by _____, the _____ of Residence Inn by Marriott, Inc. on behalf of said corporation.

Notary Public

My commission expires: _____

COMMONWEALTH OF VIRGINIA

RICHMOND CITY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David S. McKenney, whose name as Vice President of AHT Residence Inn II GP, Inc., a Virginia corporation, the general partner of AHT RESIDENCE INN II LIMITED PARTNERSHIP, a Virginia limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner of said partnership as aforesaid.

Given under my hand and official seal this 8th day of November, 2004.

Robin M. Bampton
Notary Public

AFFIX SEAL

My Commission Expires: 7/31/06

COMMONWEALTH OF VIRGINIA

RICHMOND CITY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David S. McKeney, whose name as Vice President of AHM RES II GP, Inc., a Virginia corporation, the general partner of AHM RES II LIMITED PARTNERSHIP, a Virginia limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner of said partnership as aforesaid.

Given under my hand and official seal this 8th day of November, 2004.

Robin M. Broughton
Notary Public

AFFIX SEAL

My Commission Expires: 7/31/06

Birmingham, AL

EXHIBIT A

PARCEL I:

Being a part of the Southwest quarter of the Northeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 36, Township 18 South, Ranch 2 West, Shelby County, Alabama and run West along the South line of said quarter-quarter section for a distance of 263.21 feet to the Point of Beginning; thence continue West along the last described course a distance of 696.06 feet; thence 90 degrees 00 minutes right and in a Northerly direction for a distance of 95.00 feet; thence 43 degrees, 00 minutes left and in a Northwesterly direction for a distance of 127.00 feet; thence 43 degrees, 30 minutes right and in a Northerly direction for a distance of 75.00 feet to a Point situated on the Southeasterly right of way line of a proposed road and said Point of curve of a curve to the right said curve to the right having a radius of 610.14 feet and a central angle of 37 degrees, 16 minutes, 38 seconds; thence 72 degrees, 00 minutes right to the chord of said curve to the right and run Northeasterly along the Southeasterly right of way line of the proposed road and the arc of said curve to the right for a distance of 396.96 feet to the end of said curve to the right and the beginning of a curve to the left and said curve to the left having a radius of 319.14 feet and a central angle of 25 degrees, 30 minutes, 50 seconds; thence Northeasterly along the Southeasterly right of way line of proposed road and the arc of said curve for a distance of 142.24 feet; thence 101 degrees, 28 minutes, 36 seconds right from the chord of last stated curve and in a Southerly direction for a distance of 117.17 feet; thence 82 degrees, 08 minutes, 06 seconds left and in an Easterly direction for a distance of 65.46 feet; thence 71 degrees, 05 minutes, 09 seconds, left and in a Northeasterly direction for a distance of 61.78 feet to a Point on the approximate lake shore; thence 99 degrees, 36 minutes, 57 seconds right and in a Southeasterly direction along the approximate lake shore for a distance of 57.08 feet; thence 19 degrees, 26 minutes, 40 seconds right and in a Southeasterly direction along the approximate lake shore for a distance of 73.28 feet; thence 0 degrees 38 minutes, 40 seconds right and in a Southeasterly direction along the approximate lake shore for a distance of 81.94 feet; thence 25 degrees, 42 minutes, 01 seconds left and in a Southeasterly direction along the approximate lake shore for a distance of 50.71 feet; thence 24 degrees, 37 minutes, 55 seconds right and in a Southeasterly direction along the approximate lake shore for a distance of 94.93 feet; thence 17 degrees, 49 minutes, 50 seconds right and in a Southeasterly direction along the approximate lake shore for a distance of 52.74 feet; thence 74 degrees, 12 minutes, 26 seconds right and in a Southwesterly direction for a distance of 83.74 feet to the Point of Beginning.

Also a Non-Exclusive Easement for ingress and egress described as follows:

PARCEL II:

Being a part of the Southwest quarter of the Northeast quarter and the Southeast quarter of the Northwest quarter, Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest quarter of the Northeast quarter of said Section: thence run West along the South line of said Southwest quarter of the Northeast quarter for a distance of 1020.17 feet; thence 62 degrees, 50 minutes, 45 seconds left and in a Southwesterly direction for a distance of 54.50 feet to a Point of the Northeasterly right of way line of U.S. Highway No. 380, said right of way being in a curve to the right, curving Northerly, said curve to the right having a radius of 5639.58 feet and a central angle of 2 degrees, 23 minutes, 16 seconds; thence 92 degrees, 28 minutes, 13 seconds right to the chord of said curve to the right and run in a Northeasterly direction along the Northeasterly right of way line of U.S. Highway No. 280 and the arc of said curve to the right for a distance of 235.02 feet to the Point of Beginning, said Point being the Point of intersection of the Northeasterly right of way line of U.S. Highway No. 280 with the Southeasterly right of way line of a proposed road, said proposed road right of way being in a curve to the right, curving Northeasterly, said curve to the right having a radius of 377.81 feet and a central angle of 22 degrees, 27 minutes, 01 seconds; thence 101 degrees, 00 minutes, 43 seconds right from the chord of the U.S. Highway No. 280 curve to the chord of the curve of the proposed road and run Northeasterly along the Southeasterly right of way line of the proposed road and the arc of the curve for a distance of 148.04 feet to the end of said curve; thence at tangent to said curve continue Northeasterly along the Southeasterly right of way line of the proposed road for a distance of 130.32 feet to the beginning of a curve to the right, said curve to the right having a radius of 610.14 feet and a central angle of 18 degrees, 38 minutes 19 seconds; thence Northeasterly along the arc of said curve and the Southeasterly right of way line of the proposed road for a distance of 198.48 feet to the end of curve; thence 90 degrees, 00 minutes left from the tangent of said curve and in a Northwesterly direction for a distance of 60.00 feet to a Point on the Northwesterly right of way line of proposed road, said Point being situated on a curve to the left and curving Southwesterly, said curve having a radius of 670.14 feet and a central angle of 18 degrees, 38 minutes, 19 seconds; thence continue Southwesterly along the Northwesterly right of way line of the proposed road and the arc of said curve to the left for a distance of 218.00 feet to the end of said curve; thence 90 minutes, 00 minutes right from the tangent of said curve in a Northwesterly direction for a distance of 15.00 feet; thence 90 degrees, 00 minutes left and in a Southwesterly direction along the Northwesterly right of way line of proposed road for a distance of 179.92 feet to the beginning of a curve to the left, said curve to the left having a radius of 422.57 feet and a central angle of 17 degrees, 23 minutes, 48 seconds; thence continue Southwesterly along the Northwesterly right of way line of the proposed road and the arc of said curve for a distance of 128.30 feet to the end of said curve and the Point of Intersection of the Northwesterly right of way line of the proposed road with the Northeasterly right of way line of U.S. Highway No. 280, the Northeasterly right of way line of U.S. Highway No. 280 being in a curve to the left, curving Southeasterly, said curve having a radius of 5639.58 feet and a central angle of 00 degrees, 54 minutes, 54 seconds; thence Southeasterly along the arc of said curve to the left and the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 90.06 feet to the Point of Beginning.

The above described "Non-Exclusive Easement" shall terminate upon the completion of the road way to be constructed thereon, and upon the dedication to and acceptance by Shelby County, Alabama, as a dedicated public street.

Also a slope easement for ingress and egress to the Lakeshore described as follows:

PARCEL III:

Commence at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and run West along the South line of said quarter-quarter section for a distance of 263.21 feet; thence 145 degrees, 18 minutes, 42 seconds right and in a Northeasterly direction for a distance of 83.74 feet; thence 74 degrees, 12 minutes, 26 seconds left and in a Northwesterly direction for a distance of 52.74 feet; thence 17 degrees, 49 minutes, 50 seconds left and in a Northwesterly direction for a distance of 94.93 feet; thence 24 degrees, 37 minutes, 55 seconds left and in a Northwesterly direction for a distance of 50.71 feet; thence 25 degrees, 42 minutes, 01 seconds right and in a Northwesterly direction for a distance of 81.94 feet; thence 0 degrees, 38 minutes, 40 seconds left and in a Northwesterly direction for a distance of 73.28 feet; thence 19 degrees, 26 minutes, 40 seconds left and in a Northwesterly direction for a distance of 57.08 feet; thence 99 degrees, 36 minutes, 57 seconds, left and in a Southwesterly direction for a distance of 61.78 feet to the Point of Beginning of the slope easement herein described; thence 71 degrees, 05 minutes, 09 seconds right and in a Westerly direction for a distance of 65.46 feet; thence 82 degrees, 08 minutes, 06 seconds right and in a Northerly direction for a distance of 45.00 feet; thence 99 degrees, 11 minutes, 54 seconds right and in an Easterly direction for 86.23 feet; thence 107 degrees, 34 minutes, 51 seconds right and in a Southwesterly direction for a distance of 45.00 feet to the Point of Beginning.

PARCEL IV:

Also, a Non-Exclusive Sign Easement, being more particularly described as follows:

Commence at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run West along the South line of said quarter-quarter section for a distance of 1020.17 feet; thence 62 degrees, 50 minutes, 45 seconds left and in a Southwesterly direction for a distance of 54.50 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280, said right of way line being in a curve to the right, curving Northerly, said curve to the right having a radius of 5639.58 feet and a central angle of 3 degrees, 18 minutes, 10 seconds; thence 92 degrees, 55 minutes 40 seconds right to the chord of said curve to the right and run Northwesterly along the Northeasterly right of way line of U.S. Highway No. 280, and the arc of said curve to the right for a distance of 325.08 feet to the point of beginning, said point being the point of intersection of the Northeasterly right of way line of U.S. Highway No., 280 and the Northwesterly right of way line of a proposed road; thence continue Northwesterly along the Northeasterly right of way line of U.S. Highway No. 280 and the arc of a curve to the right having a radius of 5639.58 feet and a central angle of 0 degrees, 09 minutes, 10 seconds for a distance of 15.04 feet; thence 90 degrees, 00 minutes right from the tangent of said curve to the right for a distance of 21.49 feet;

thence 95 degrees, 17 minutes, 24 seconds right and in a Southeasterly direction for a distance of 16.48 feet to a point on the Northwesternly right of way line of a proposed road, said point being situated on a curve to the left, curving Southerly, said curve to the left having a radius of 422.57 feet and a central angle of 2 degrees, 42 minutes, 42 seconds; thence run Southwesterly along the Northwesternly right of way line of the proposed road and the arc of said curve to the left for a distance of 20.00 feet to the point of beginning. Situated in Shelby County, Alabama.