

THIS DOCUMENT PREPARED BY:

Andrews Kurth LLP  
600 Travis, Suite 4200  
Houston, Texas 77002  
Attention: Tammy Brennig

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**CONSENT, ASSUMPTION AGREEMENT AND  
AMENDMENT OF LOAN DOCUMENTS**

THIS CONSENT, ASSUMPTION AGREEMENT AND AMENDMENT OF LOAN DOCUMENTS dated August 25, 2005 (this "Agreement") is made by and among SUNBELT HOTEL ENTERPRISES, INC., an Alabama corporation ("Borrower"), LARRY BLUMBERG, an individual ("Larry Blumberg"), RICHARD BLUMBERG, an individual ("Richard Blumberg"), HELEN B. LIFLAND, an individual ("Lifland"), JOHN WATSON, an individual ("Watson"), ROBERT H. HOLLIS, an individual ("Hollis") and BARRY KRASELSKY, and individual ("Kraselsky") (Larry Blumberg, Richard Blumberg, Lifland, Watson, Hollis and Kraselsky are hereinafter individually and collectively, the "Indemnitor"), APPLE REIT SIX, INC., a Virginia corporation (the "Replacement Indemnitor"), LBAM-Investor Group, L.L.C., an Alabama limited liability company ("Manager") and WACHOVIA BANK, NATIONAL ASSOCIATION, as Master Servicer (the "Servicer"), acting not individually, but solely in its capacity as Servicer for and on behalf of WELLS FARGO BANK, N.A., as Trustee ("Trustee") for the registered holders of the DLJ Commercial Mortgage Corp., Commercial Mortgage Pass-Through Certificates, Series 1998-CG1 (the "Certificates") under that certain Pooling and Servicing Agreement dated as of June 1, 1998 (the "Pooling Agreement").

**RECITALS**

A. Borrower obtained a loan (the "Loan") from UNION CAPITAL INVESTMENTS, LLC, a Georgia limited liability company ("Lender"), in the original principal amount of Two Million Three Hundred Eighty Thousand and No/100 Dollars (\$2,380,000.00) which Loan is evidenced by that certain Promissory Note (the "Note") dated April 30, 1998, executed by Borrower as maker and payable to the order of Lender as payee in the same original principal amount, together with interest thereon as more particularly set forth in the Note.

B. Borrower's obligations under and in connection with the Loan and the Note are secured by, among other things, that certain Mortgage and Security Agreement dated April 30, 1998 (the "Mortgage"), executed by Borrower for the benefit of Lender, recorded May 4, 1998 in Instrument No. 1998-16095 in the Probate Office of Shelby County, Alabama, and that certain Assignment of Leases and Rents dated April 30, 1998 (the "Assignment of Leases"), recorded May 4, 1998 in Instrument No. 1998-16096 in the Probate Office of Shelby County, Alabama;

said Mortgage and Assignment of Leases were subsequently assigned to Trustee. Pursuant to the Mortgage, Borrower granted to Trustee a lien and security interest in certain real and personal property of Borrower more particularly described in the Mortgage (the "Mortgaged Property"), including without limitation, the real property described on Exhibit A attached hereto.

C. In addition, Borrower executed and delivered to Lender three (3) UCC-1 Financing Statements (collectively, the "Financing Statements"), naming Borrower as debtor and Lender as secured party. The first Financing Statement was filed for record May 6, 1998, as File No. 1998-19253 in the office of the Secretary of State of the State of Alabama. The second Financing Statement was filed for record April 25, 2003, as File No. 03-0344049 in the office of the Secretary of State of the State of Alabama. The third Financing Statement was filed for record April 25, 2003, as File No. 20030425000256030 in the Probate Office of Shelby County, Alabama.

D. In connection with the Loan, Borrower and Indemnitor executed a Hazardous Substances Indemnity Agreement dated April 30, 1998, for the benefit of Lender (the "Indemnity Agreement").

E. In connection with the Loan, Indemnitor executed an Indemnity and Guaranty Agreement dated April 30, 1998 for the benefit of the Lender (the "Guaranty").

F. The Note, the Mortgage, the Assignment of Leases, the Financing Statements, the Indemnity Agreement, the Guaranty and all other documents evidencing or securing the Loan, as the same may be modified, supplemented, amended, substituted or replaced, are referred to herein, collectively, as the "Loan Documents." Terms with initial capitalized letters used herein and not otherwise defined herein shall have the meanings given to such terms in the Loan Documents.

G. The Loan is now owned and held by Trustee, and the Loan is administered by Servicer in accordance with the Pooling Agreement.

H. Pursuant to the Pooling Agreement, Servicer is granted the authority to approve on behalf of Trustee certain modifications to the Loan Documents, including the transfer of ownership interests in the Borrower and the addition of the Replacement Indemnitor, in accordance with the provisions thereof.

I. Apple Six Hospitality Ownership, Inc., a Virginia corporation (the "Purchasing Stockholder") desires to purchase 100% of the capital stock of the Borrower owned by Indemnitor.

J. Replacement Indemnitor desires to assume the duties and obligations of Indemnitor under the Loan Documents.

K. Pursuant to the terms of the Mortgage, the sale, conveyance, transfer or pledge of more than 10% of the capital stock of Borrower is prohibited without the consent of Trustee.

L. Borrower has requested Trustee's consent to (i) Indemnitor's sale, conveyance or transfer of their respective capital stock of the Borrower to Purchasing Stockholder and Purchasing Stockholder's purchase thereof, (ii) Replacement Indemnitor's assumption of the

duties and obligations of the Indemnitor under the Loan Documents, and (iii) amend certain of the Loan Documents in certain respects as hereinafter set forth. Trustee, acting by and through Servicer, is willing to permit such transfer of capital stock of the Borrower, assumption by Replacement Indemnitor and amendment of the Loan Documents in such respects, but only upon the terms and conditions set forth herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Approval of Transfer of Capital Stock. Subject to the further terms and conditions set forth in this Agreement, including, without limitation, satisfaction of all Conditions Precedent (as hereinafter defined), Trustee hereby approves the transfer of the capital stock owned by the Indemnitor, constituting 100% of all capital stock of Borrower, to the Purchasing Stockholder (the "Transfer"). Trustee's approval of this Transfer shall not (a) constitute a waiver of any right to accelerate the obligations under the Note in the event of a transfer of the Mortgaged Property, or any interest therein, or any subsequent transfer of any interest in Borrower, except as may be permitted under the terms of the Mortgage, as amended hereby or (b) constitute a waiver of any other term, covenant or condition of any of the Loan Documents, as amended hereby.

2. Acknowledgment by Replacement Indemnitor. Effective on the effective date of this Agreement, Replacement Indemnitor hereby acknowledges and agrees to observe, perform and be bound by each and every term, covenant, waiver, duty and condition required to be observed or performed by Indemnitor, or by which Indemnitor is bound, under the Loan Documents, as amended hereby.

3. Reaffirmation of Loan Documents; No Change in Priority. Except as amended hereby, the Loan Documents shall remain in full force and effect, unchanged and in all respects, ratified, reaffirmed and confirmed. Nothing contained herein shall be deemed to affect the priority of the Mortgage, the Financing Statements or any other of the Loan Documents over any other liens, charges, encumbrances, assignments, security interests or conveyances. Without limiting the generality of the foregoing, (a) Borrower hereby reaffirms, ratifies, makes and agrees to the representations, warranties and covenants set forth in the Mortgage as same are modified in Paragraph 5 below, and (b) Replacement Indemnitor hereby reaffirms, ratifies, makes and agrees to the representations, warranties, covenants, guarantees and indemnities in the Indemnity Agreement and the Guaranty. All parties acknowledge that: (i) the outstanding principal balance of the Note as of August 3, 2005 is \$2,085,794.08; (ii) the escrow balances as of August 3, 2005 are: Taxes: \$23,879.04; Insurance: \$12,007.50; Replacement Reserve: \$12,113.98; (iii) there are no delinquent outstanding payments of interest due and payable under the Note and the date of the most recent debt service payment under the Note received by Lender was the payment scheduled for payment on August 1, 2005; (iv) as of the date hereof, no Event of Default has been declared under any of the Loan Documents with respect to the Loan, and no party is aware that any Event of Default currently exists or that any other event has occurred which, with the passage of time or giving of notice or both, would result in an Event of Default occurring; (v) none of the Loan Documents have been amended except as set forth herein; and (vi) no further or

subsequent advances have been made to or for the benefit of Borrower as contemplated in the granting clause of the Mortgage. Additionally, Borrower acknowledges and agrees that it will and does hold title to the Mortgaged Property subject to the liens, charges, encumbrances, terms and conditions of the Loan Documents, as amended hereby.

4. Indemnity and Guaranty. In connection with the Transfer, Replacement Indemnitor shall execute and deliver to Trustee an Indemnity and Guaranty Agreement in substantially the form of the Guaranty (the "Replacement Guaranty") and Indemnitor, Replacement Indemnitor and Borrower shall execute and deliver to Trustee a Hazardous Substances Indemnity Agreement in substantially the form of the Indemnity Agreement (the "Replacement Indemnity Agreement").

5. Amendments to Loan Documents. Effective on the effective date of this Agreement, the following Loan Documents shall be and hereby are amended in the following particulars:

(a) All Loan Documents.

(i) Notwithstanding anything to the contrary in the Loan Documents, as amended hereby, the address of Borrower for all purposes under the Loan Documents, as amended hereby, shall be as follows:

To Borrower: Sunbelt Hotel Enterprises, Inc.  
c/o Apple REIT Companies  
814 East Main Street  
Richmond, Virginia 23219  
Attention: Krissy Gathright  
Telecopy: (804) 727-6353

(ii) Notwithstanding anything to the contrary in the Loan Documents, as amended hereby, the address of Lender for all purposes under the Loan Documents, as amended hereby, shall be as follows:

To Lender: Wells Fargo Bank, N.A.  
% GEMSA Loan Services, L.P.  
1500 City West Boulevard, Suite 200  
Houston, Texas 77042  
Attention: Portfolio Manager/Access Program  
Telecopy: (713) 458-7500

(b) Mortgage. The Mortgage is hereby amended as follows:

(i) Section 1.13(a) of the Mortgage is hereby amended by adding the following sentence to the end of said Section 1.13(a):

"Notwithstanding anything to the contrary contained in Section 1.13 hereof, no transfer shall be permitted which would cause Apple REIT Six, Inc. to own less than a direct or indirect controlling interest in the Borrower and the

Property and not to have the power to the direct the affairs  
of the Borrower.”

6. Manager. In connection with the Transfer, Manager hereby agrees to observe, perform and be bound by each and every term, covenant, waiver, duty and condition required to be observed or performed by Manager or by which Manager is bound under any Loan Documents, to which it is a party. Manager hereby agrees that all payment obligations of Borrower to Manager for services rendered by Manager for the management and operation of the Mortgaged Property, as such services are more particularly described in that certain Management Agreement dated as of the date hereof, by and between Borrower and Manager (the “New Management Agreement”), are hereby subordinated to all rights of Trustee to receive payment from Borrower under the Note and all other amounts which may be due Trustee under the Loan Documents. Manager recognizes and agrees that so long as the Note is being paid in strict accordance with its terms and all other requirements of the Loan Documents are being satisfied, Manager shall be entitled to receive payments provided for under the New Management Agreement in accordance with the terms thereof. Manager hereby releases, discharges and waives any and all liens, claims or demands, of any kind or nature, against the Mortgaged Property, either now or in the future, arising from the services provided by Manager for the management and operation of the Mortgaged Property.

7. Release by Indemnitor. Indemnitor hereby releases, acquits, waives and forever discharges Servicer and Trustee, their directors, officers, employees, agents, successors, assigns, attorneys, and representatives from any and all claims, demands, cross-actions, cause or causes of action, at law or in equity, costs and expenses, including legal expenses, as well as any other kind or character of claim or action, whether past or present, now held, owned or possessed by the Indemnitor, whether based upon breach of duty, contract, usury, common law or statutory right, known or unknown, arising, directly or indirectly, proximately or remotely, out of the Loan Documents, or any of the documents, instruments or other transactions relating thereto; provided, however, that this release shall in no way limit any rights of Indemnitor with respect to claims which arise in connection with events which occur after the date of execution hereof. This release is intended to release all liability of any character claimed for damages or other liability whatsoever, whether known or unknown, and whether based upon breach of contract, tort or any other theory or basis, including, without limitation, any loss, cost or damage in connection with, or based upon, any breach of fiduciary duty, breach of any duty of fair dealing or good faith, breach of any other duty, breach of any statutory right, breach of confidence, breach of funding commitment, fraud, usury, undue influence, duress, economic coercion, conflict of interest, negligence, bad faith, negligent infliction of mental distress, tortious interference with corporate or other governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy or any other cause of action. Indemnitor understands and agrees that this is a full, final and complete release, and agrees that this release may be pleaded as an absolute and final bar to any or all suit or suits pending or which may hereafter be filed or prosecuted by Indemnitor or anyone claiming by, through or under Indemnitor in respect of any of the matters released hereby, and that no recovery on account of the matters described herein may hereafter be had from anyone whomsoever, and that the consideration given for this release is no admission of liability and that neither Indemnitor nor those claiming under him will ever claim that it is.

8. Release of Indemnitor. Servicer and Trustee hereby unconditionally release and discharge Indemnitor from any and all obligations and liabilities arising out of the Loan Documents, but only to the extent that such obligations and liabilities arise after the date hereof; and provided further that the following has occurred: (a) the Replacement Indemnitor has fully assumed the Indemnitor's duties and obligations under and pursuant to the Loan Documents as evidenced by its execution of this Agreement, (b) all Conditions Precedent (as hereinafter defined) have been fully satisfied; it being expressly understood and agreed that all obligations and liabilities of Indemnitor arising under the Loan Documents prior to the date hereof are fully binding on, and/or enforceable against, Indemnitor, and Servicer and Trustee have neither waived, nor released any such obligations or liabilities whatsoever.

9. Conditions Precedent. Notwithstanding any provision to the contrary in this Agreement, the effectiveness of the respective consents, releases and directives granted or expressed by Trustee within this Agreement shall be subject to the fulfillment of the following conditions (the "Conditions Precedent") to the satisfaction of Servicer:

- (a) Servicer shall have received this Agreement fully executed by all parties other than Servicer;
- (b) Servicer shall have received certified copies of all of the amended documents of each entity comprising Borrower, including formation documents, good standing certificates, evidence of qualification to do business in the state where the Mortgaged Property is located and authorizing resolutions and/or consents to the transaction;
- (c) Servicer shall have received an opinion of counsel satisfactory to Servicer with respect to, among other things, the due formation, good standing of Borrower and Replacement Indemnitor, the power and authority of the Borrower and Replacement Indemnitor and the due execution, delivery, legality, validity and enforceability of this Agreement against Borrower, Indemnitor and Replacement Indemnitor. If Borrower executes this Agreement through an attorney-in-fact, such opinion will specifically cover the authority and enforceability of such execution and delivery;
- (d) Servicer shall have received UCC search reports with respect to Borrower and Replacement Indemnitor, with results satisfactory to Servicer;
- (e) No default or Event of Default shall exist or be then continuing under any of the Loan Documents;
- (f) Borrower shall have paid to Servicer (i) an assumption fee; and (ii) a fee equal to all out-of-pocket fees and expenses of Servicer as provided in the Loan Documents, including, without limitation, all reasonable attorneys' fees, in connection with this Agreement and the transactions contemplated hereby;

- (g) Servicer shall have received the Replacement Guaranty and the Replacement Indemnity Agreement executed by the Borrower and Replacement Indemnitor, as applicable;
- (h) Borrower shall have delivered to Servicer certificates of insurance satisfactory to Servicer satisfying the requirements specified in the Mortgage and with specific reference to "all risk" coverage (including both property and liability coverage for terrorism);
- (i) Servicer shall have received and approved the Marriott Franchise Agreement;
- (j) Servicer shall have received and approved the Comfort Letter executed by Marriott;
- (k) Servicer shall have received and approved the operating lease;
- (l) Servicer shall have received and approved the New Property Management Agreement; and
- (m) such other conditions as Servicer may reasonably require.

10. Costs and Expenses. Any and all costs or expenses arising out of or as a result of this Agreement or the transactions described herein, including, without limitation all fees charged by Servicer's outside legal counsel in connection herewith, costs of recordation, title insurance endorsements and escrow fees, shall be paid by Borrower.

11. Governing Law. The terms and provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without reference to choice of laws provisions.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, trustees (including bankruptcy trustees), receivers, successors and assigns, subject in each case to the limitations on transfers as provided in the Mortgage, as amended hereby. As used herein, the singular number includes the plural and the masculine gender includes the feminine and neuter.

13. Attorneys' Fees. If any party brings an action or proceeding to enforce or declare its rights under the terms of this Agreement, the prevailing party in such proceeding shall be entitled to reasonable attorneys' fees and costs, including without limitation, fees pursuant to Title 11 of the U.S. Code, whether or not such action or proceeding is pursued to decision or judgment.

14. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates of the respective acknowledgments set forth below, to be effective as of the date first written above.

**BORROWER:**

**SUNBELT HOTEL ENTERPRISES, INC.,**  
an Alabama corporation

By: David M. F.  
Name: David S. McKenney  
Title: VP

STATE OF Virginia  
COUNTY OF Richmond  
City

I, the undersigned Notary Public, in and for said County in said State, hereby certify that David S. McKenney, whose name as VP of SUNBELT HOTEL ENTERPRISES, INC., an Alabama corporation 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my official hand and seal this 10 day of August, 2005.



Debra L. Wilson  
NOTARY PUBLIC  
My Commission Expires: 12-31-06



20050914000475880 9/18 \$62.00  
Shelby Cnty Judge of Probate, AL  
09/14/2005 09:43:35AM FILED/CERT

**INDEMNITOR:**

By: *Larry Blumberg*  
LARRY BLUMBERG

STATE OF Alabama  
COUNTY OF Houston

I, the undersigned Notary Public, in and for said County in said State, hereby certify that LARRY BLUMBERG, whose name 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 the instrument, he executed the same voluntarily.

Given under my official hand and seal this 9th day of August, 2005.

(AFFIX NOTARIAL SEAL)

*Sharon B. Powell*  
NOTARY PUBLIC  
My Commission Expires: **SHARON B. POWEL**  
**Notary Public, State-at-Large, AL**  
**My Comm. Expires Jan. 3, 2009**



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Shelby Cnty Judge of Probate, AL  
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**INDEMNITOR:**

By: *Richard Blumberg*  
RICHARD BLUMBERG

STATE OF Alabama  
COUNTY OF Houston

I, the undersigned Notary Public, in and for said County in said State, hereby certify that RICHARD BLUMBERG, whose name 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 the instrument, he executed the same voluntarily.

Given under my official hand and seal this 9th day of August, 2005.

(AFFIX NOTARIAL SEAL)

*Sharon B. Powell*  
NOTARY PUBLIC  
My Commission Expires: 2009

**SHARON B. POWEL**  
Notary Public, State-at-Large, AL  
My Comm. Expires Jan. 3, 2009

INDEMNITOR:

By: Helen B. Lifland  
LARRY BLUMBERG, as attorney-in-fact  
for HELEN B. LIFLAND

STATE OF Alabama  
COUNTY OF Houston

I, the undersigned Notary Public, in and for said County in said State, hereby certify that LARRY BLUMBERG, as attorney-in-fact for HELEN B. LIFLAND whose name 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 the instrument, he executed the same voluntarily.

Given under my official hand and seal this 9th day of August, 2005.

(AFFIX NOTARIAL SEAL)

Sharon B. Powell  
NOTARY PUBLIC

My Commission Expires: **SHARON B. POWEL**  
**Notary Public, State-at-Large, AL**  
**My Comm. Expires Jan. 3, 2009**

**INDEMNITOR:**

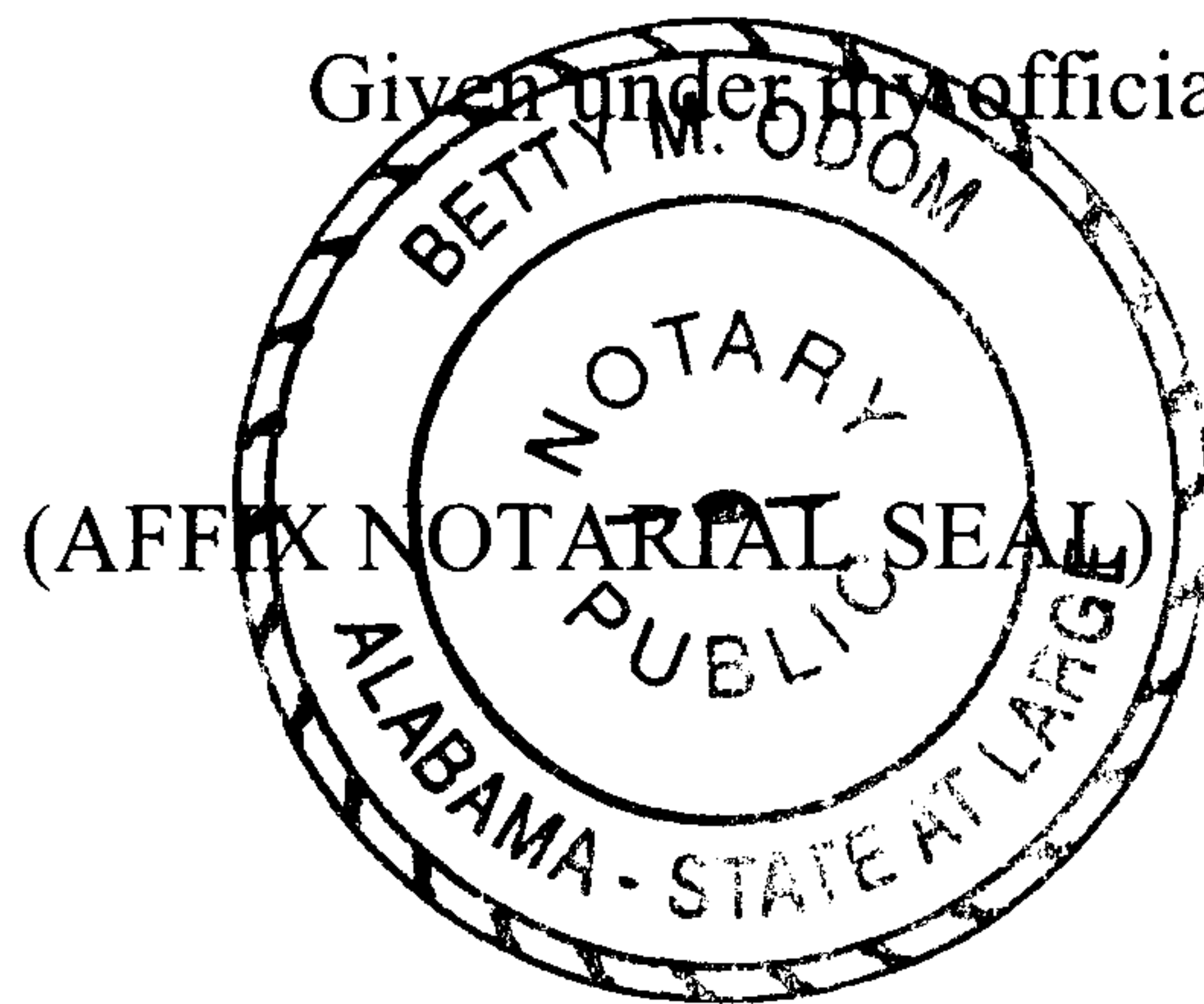
By:

*John Watson*  
JOHN WATSON

STATE OF Alabama  
COUNTY OF Houston

I, the undersigned Notary Public, in and for said County in said State, hereby certify that JOHN WATSON, whose name 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 the instrument, he executed the same voluntarily.

Given under my official hand and seal this 10<sup>th</sup> day of August, 2005.



*Betty M. Odom*  
NOTARY PUBLIC

My Commission Expires:

BETTY M. ODOM, NOTARY PUBLIC  
THE STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES JUNE 20, 2006



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Shelby Cnty Judge of Probate, AL  
09/14/2005 09:43:35AM FILED/CERT

**INDEMNITOR:**

By: Robert H. Hollis  
ROBERT H. HOLLIS

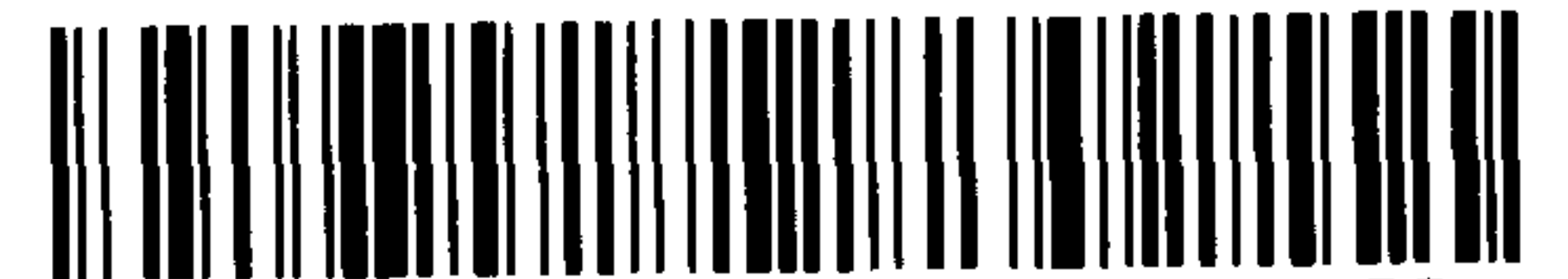
STATE OF ALABAMA  
COUNTY OF HOLSTON

I, the undersigned Notary Public, in and for said County in said State, hereby certify that ROBERT H. HOLLIS whose name 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 the instrument, he executed the same voluntarily.

Given under my official hand and seal this 10<sup>th</sup> day of August, 2005.

(AFFIX NOTARIAL SEAL)

Marilyn C. Chancy  
NOTARY PUBLIC  
My Commission Expires: 1/20/08



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Shelby Cnty Judge of Probate, AL  
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**INDEMNITOR:**

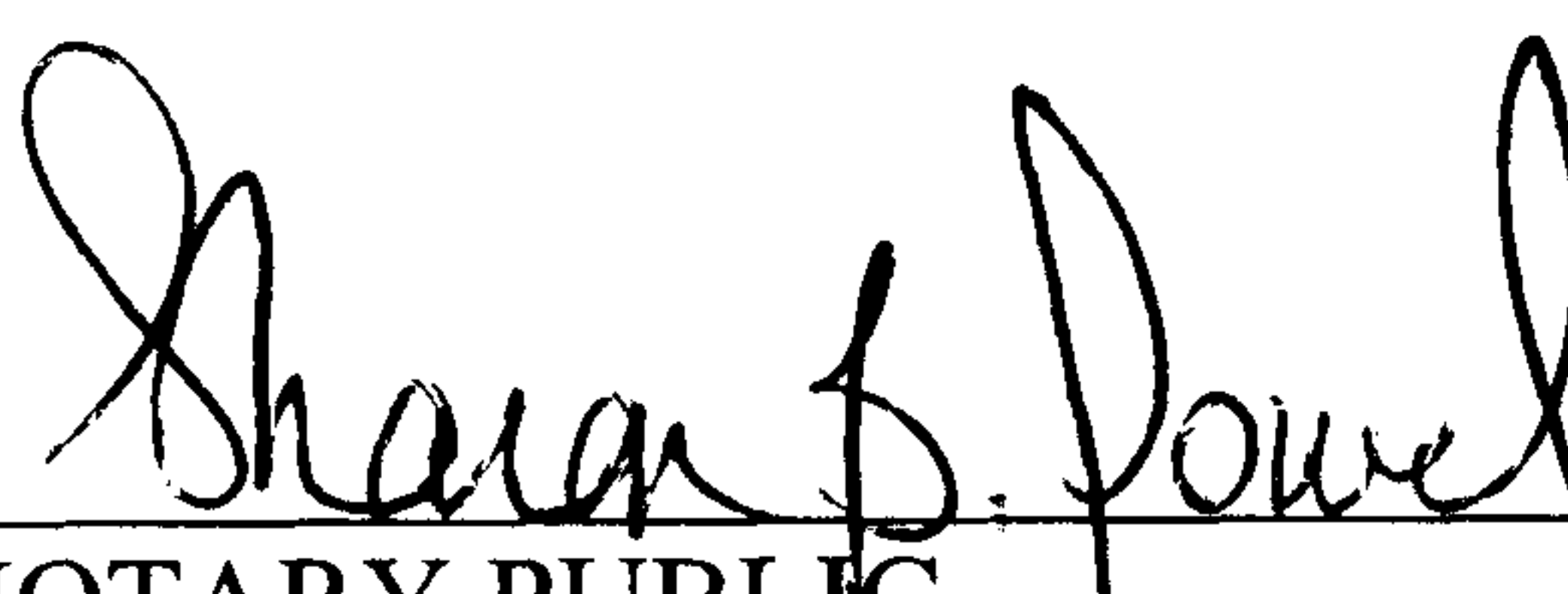
By:   
BARRY KRASELSKY

STATE OF Alabama  
COUNTY OF Houston

I, the undersigned Notary Public, in and for said County in said State, hereby certify that BARRY KRASELSKY whose name 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 the instrument, he executed the same voluntarily.

Given under my official hand and seal this 9th day of August, 2005.

(AFFIX NOTARIAL SEAL)

  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**SHARON B. POWEL**  
Notary Public, State-at-Large, AL  
My Comm. Expires Jan. 3, 2009

REPLACEMENT INDEMNITOR:

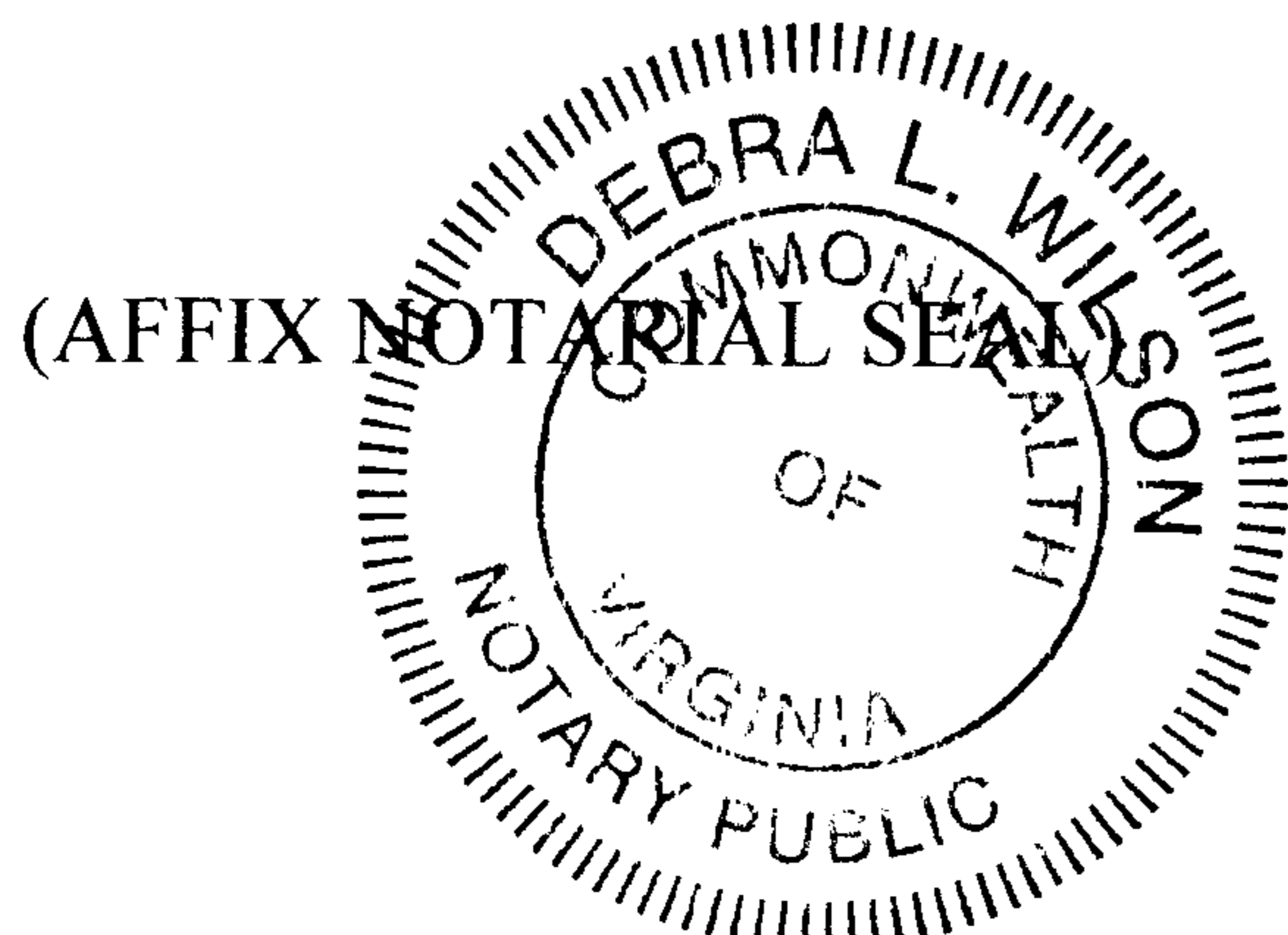
APPLE REIT SIX, INC.,  
a Virginia corporation

By: David S. McKenney  
Name: David S. McKenney  
Title: VP

STATE OF Virginia  
COUNTY OF Richmond  
City

I, the undersigned Notary Public, in and for said County in said State, hereby certify that David S. McKenney, whose name as VP of APPLE REIT SIX, INC., a Virginia corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my official hand and seal this 10 day of August, 2005.



Debra L. Wilson  
NOTARY PUBLIC  
My Commission Expires: 12-31-06



20050914000475880 16/18 \$62.00  
Shelby Cnty Judge of Probate, AL  
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MANAGER:

**LBAM-INVESTOR GROUP, L.L.C.,**  
an Alabama limited liability company

By: Larry Blumberg & Associates, Inc.,  
an Alabama corporation, its sole member

By: *Larry Blumberg*  
Larry Blumberg, Chairman & CEO

STATE OF Alabama  
COUNTY OF Houston

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Larry Blumberg, whose name as Chairman and CEO of Larry Blumberg & Associates, Inc., an Alabama corporation, as sole member of LBAM-INVESTOR GROUP, L.L.C., an Alabama limited liability company, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my official hand and seal this 9<sup>th</sup> day of August, 2005.

(AFFIX NOTARIAL SEAL)

*Sharon B. Powell*  
NOTARY PUBLIC

My Commission Expires: **SHARON B. POWEL**  
**Notary Public, State-at-Large, AL**  
**My Comm. Expires Jan. 3, 2009**

**TRUSTEE (BY SERVICER):**

**WELLS FARGO BANK, N.A.**, as Trustee for the registered holders of the DLJ Commercial Mortgage Pass-Through Certificates, Series 1998-CG1, under that certain Pooling and Servicing Agreement dated as of June 1, 1998

By: **WACHOVIA BANK, NATIONAL ASSOCIATION**, acting not individually, but solely in its capacity as Master Servicer

By: **GEMSA LOAN SERVICES, L.P.** a Delaware limited partnership, acting not individually, but solely in its capacity as Attorney in Fact as to that certain Power of Attorney dated August 26, 2004

By: \_\_\_\_\_  
Name: **Pat McEntee**

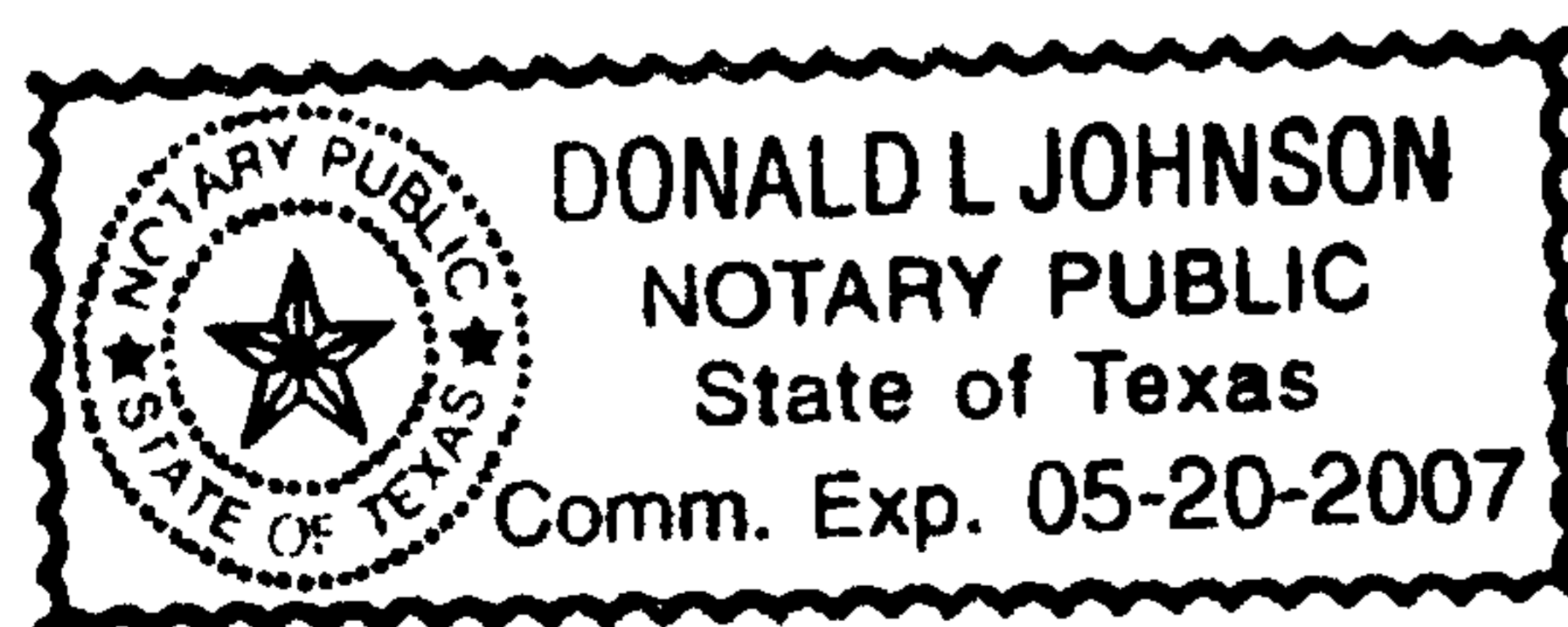
Title: **Director, Portfolio Management**

STATE OF TEXAS  
COUNTY OF HARRIS

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Pat McEntee, whose name as Director of GEMSA Loan Services, L.P., a Delaware limited partnership, as attorney in fact of Wachovia Bank National Association, as Master Servicer of WELLS FARGO BANK, N.A., as Trustee for the registered holders of the DLJ Commercial Mortgage Pass-Through Certificates, Series 1998-CG1, under that certain Pooling and Servicing Agreement dated as of June 1, 1998, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association, as Servicer of said national banking association.

Given under my official hand and seal this 10th day of August, 2005.

(AFFIX NOTARIAL SEAL)



Donald L. Johnson  
NOTARY PUBLIC Donald L. Johnson  
My Commission Expires: May 20, 2007

## EXHIBIT A

### PROPERTY DESCRIPTION

Lot 4A1 of Blumberg's Resurvey, as recorded in Map Book 19, Page 102, in the Probate Office of Shelby County, Alabama, and being situated in the Northwest  $\frac{1}{4}$  of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the Southwest corner of said Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 36, Township 18 South, Range 2 West and run North along the West line of said section 289.22 feet; thence an interior angle of 51 degrees 22'09" and run to the right in a Southeasterly direction 83.03 feet; thence an interior angle of 269 degrees 42'38" and run to the left in a Northeasterly direction 68.18 feet; thence an interior angle of 180 degrees 01'00" and run to the left continuing in a Northeasterly direction 193.71 feet; thence an interior angle of 90 degrees 00'00" and run to the right in a Southeasterly direction 6.04 feet; thence an interior angle of 270 degrees 00'00" and run to the left in a Northeasterly direction 4.00 feet; thence an interior angle of 90 degrees 00'00" and run to the right in a Southeasterly direction 5.00 feet; thence an interior angle of 90 degrees 00'00" and run to the right in a Southwesterly direction 5.00 feet; thence an interior angle of 90 degrees 00'00" and run to the right in a Northwesterly direction 8.14 feet; thence an interior angle of 270 degrees 00'00" and run to the left in a Southwesterly direction 180.64 feet; thence an interior angle of 270 degrees 00'00" and run to the left in a Southeasterly direction 3.36 feet; thence an interior angle of 90 degrees 00'00" and run to the right in a Southwesterly direction 12.06 feet; thence an interior angle of 270 degrees 00'32" degrees to the left in Southeasterly direction 241.61 feet; thence an interior angle of 93 degrees 05 minutes 32 seconds and run to the right in a Southwesterly direction 173.95 feet to a point on the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section 198.95 feet to the point of beginning.

TOGETHER with all those appurtenant easements, rights and other benefits created by and described in that certain Cross Easement Agreement, dated February 14, 1995, recorded as Instrument No. 1995-04461.