

MINUTES OF THE 15th MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 15th meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on October 7, 2010 at 8:07 a.m., in Room 108-109 at the Nashville Convention Center, Nashville, Tennessee.

AUTHORITY MEMBERS PRESENT: Mark Arnold, Marty Dickens, Ken Levitan, Vonda McDaniel, Willie McDonald, Luke Simons, Mona Lisa Warren, Leo Waters, and Vice-Mayor Diane Neighbors, Ex-Officio

AUTHORITY MEMBERS NOT PRESENT: Darrell Drumwright

OTHERS PRESENT: Councilman Phil Claiborne, Larry Atema, Rich Riebeling, Charles Starks, Barbara Solari, Charles Robert Bone, Raul Regalado, Mike Piggot, Javier Solano, Scott Black, Mark Sturtevant, Gary Schalmo, Mike Garcia, John Edwards, Joe Saatkamp, Nunzio DeSantis, Edward Abeyta, Rob Svedberg, Terry Clements, Debbie Frank, Peter Heidenreich, Bill Phillips, Kelvin Jones, Natasha Blackshear, Roxianne Bethune, Seab Tuck, Joey Garrison, James Weims, Michael Hayes, Dan Broadbeck, Jasmine Quattlebaum, Jerry Westmoreland, Michael Burris, Donnie Beecham, Martin Patterson, Dwayne Wells, Joe Hill, James Weims, Michael Burris, Kristen Heggie, Holly McCall, Michael Cass, and Butch Spyridon. In addition other members of the general public and media were present.

The meeting was opened for business by Chairman Marty Dickens who stated that a quorum was present. The Appeal of Decisions was shown.

ACTION: Appeal of Decisions from the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County – Pursuant to the provisions of § 2.68.030 of the Metropolitan Code of Laws, please take notice that decisions of the Convention Center Authority may be appealed to the Chancery Court of Davidson County for review under a common law writ of certiorari. These appeals must be filed within sixty days after entry of a final decision by the Authority. Any person or other entity considering an appeal should consult with private legal counsel to ensure that any such appeals are timely and that all procedural requirements are met.

ACTION: Willie McDonald made a motion to approve the 14th Meeting Minutes of September 2, 2010. The motion was seconded by Mark Arnold and approved unanimously by the Authority.

ACTION: Mark Arnold made a motion to approve the Joint Committees Meeting Minutes of September 30, 2010. The motion was seconded by Leo Waters and approved unanimously by the Authority.

Chairman Dickens then began discussion about the Omni hotel agreement. Mike Garcia was introduced to talk about the hotel. (Attachment #1) Joe Saatkamp was introduced to discuss the Omni hotel in Ft. Worth and John Edwards discussed the Dallas hotel. Nunzio DeSantis with HKS was then asked to talk about the hotel design along with Edward Abeyta. The floor was then opened for questions and discussion.

Rich Riebeling and Charles Robert Bone discussed and answered questions about the development and funding agreement.

ACTION: Leo Waters made a motion (a) authorizing and approving all documents, instruments, actions, and matters necessary or appropriate for, or pertaining to the execution and delivery of (i) the development and funding agreement and room block and meeting space agreement by and between the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County and Omni Nashville, LLC, and (ii) the intergovernmental agreement (Convention Center Hotel Project) by and between the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County and the Metropolitan Government of Nashville and Davidson County; and (b) approving the preliminary site plans for the alternative A design and alternative B design. The motion was seconded by Luke Simons and approved by the Authority with Ken Levitan abstaining. (Attachment #2)

Rich Riebeling was then asked to discuss the Nashville Convention & Visitors Bureau Memorandum of Understanding. He noted that Metro's Director of Law had proposed some changes in the language which had been incorporated. There was discussion.

ACTION: Willie McDonald made a motion (a) in an effort to promote and further develop tourism and convention center opportunities and (b) in recognition of the importance of post-flood efforts undertaken by the Nashville Convention & Visitors Bureau and their importance on both the operations of the current Nashville Convention Center and on the tourism tax revenues to the Metropolitan Government and the local economy, the Authority (x) approves the Memorandum of Understanding with the Nashville Convention & Visitors Bureau and (y) authorizes Mr. Dickens to execute the Memorandum of Understanding and take any actions necessary or appropriate to formalize that agreement. The motion was seconded by Luke Simons and approved by the Authority with Mark Arnold and Ken Levitan abstaining. (Attachment #3)

*Denotes departure of Ken Levitan

Larry Atema was asked to introduce the discussion on the quarterly DBE report. He reported the value engineering process was complete and the project is balanced. Scott Black and Roxianne Bethune gave a budget and DBE update. (Attachment #4) There were questions and discussion.

Charles Starks was then asked to report on the tax collections. (Attachment #4)

Raul Regalado gave a presentation about the airport and news on improvements and changes going on there. (Attachment #4)

Larry Atema was asked about the land acquisitions and proceedings.

With no additional business a motion was made to adjourn, with no objection the CCA adjourned at 9:55 a.m.

Respectfully submitted,

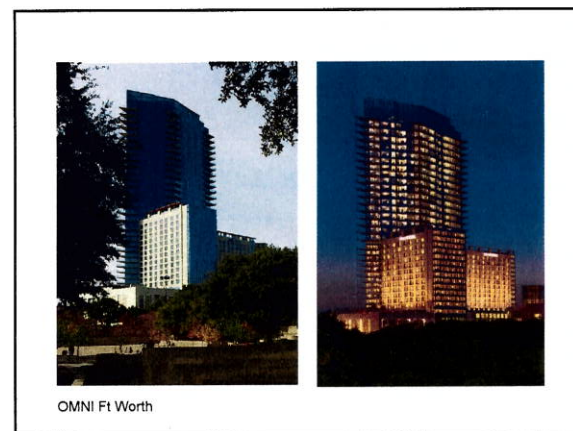
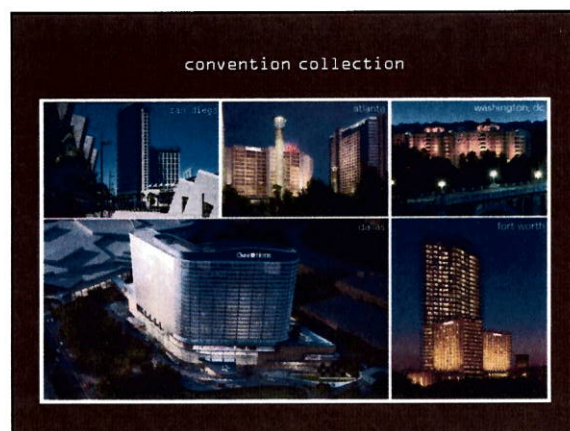
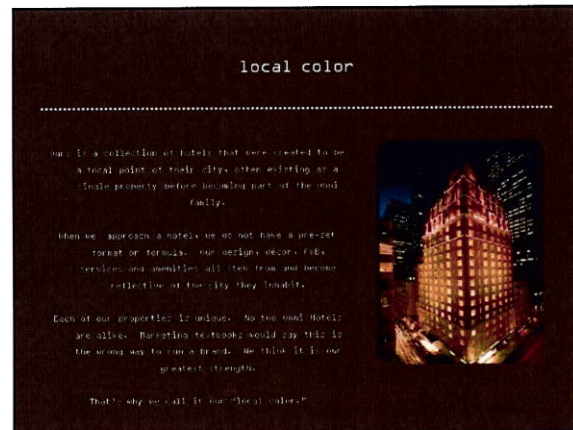
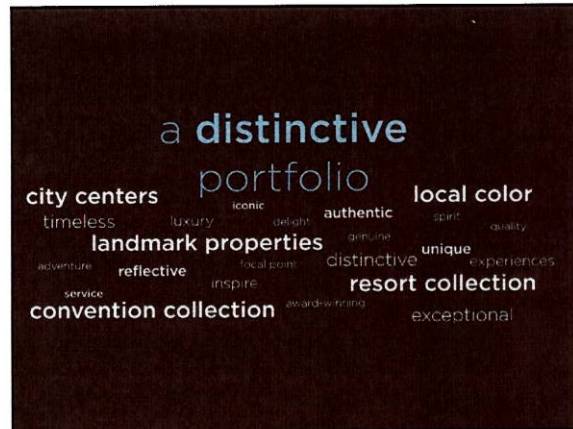
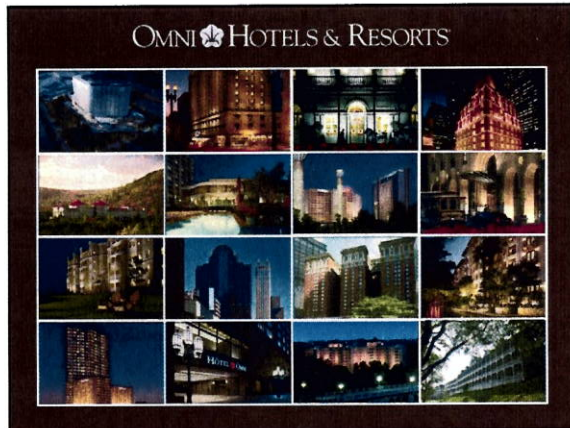


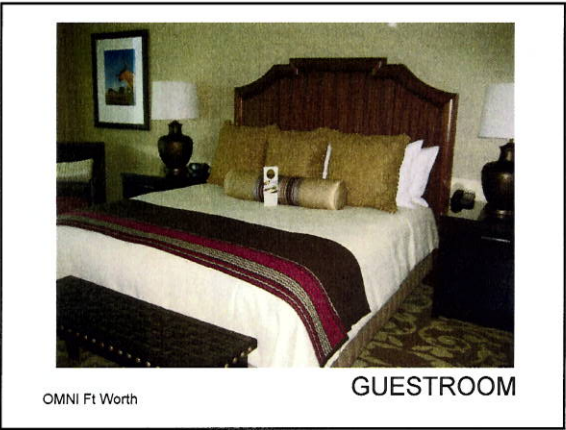
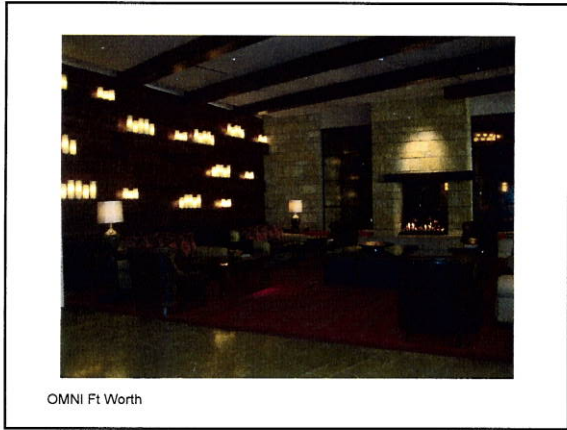
Charles L. Starks
Executive Director
Nashville Convention Center

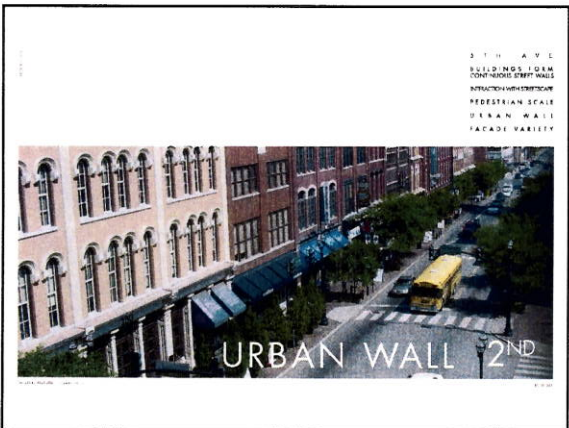
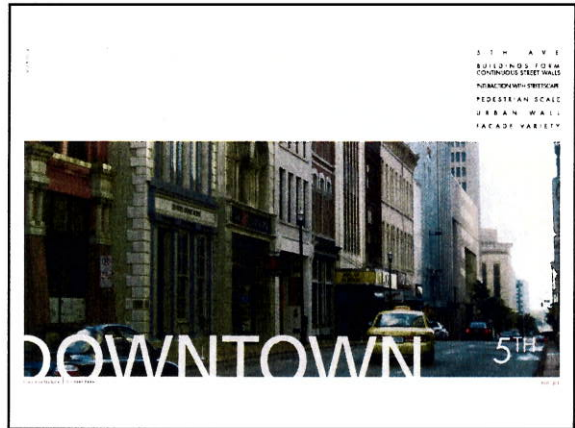
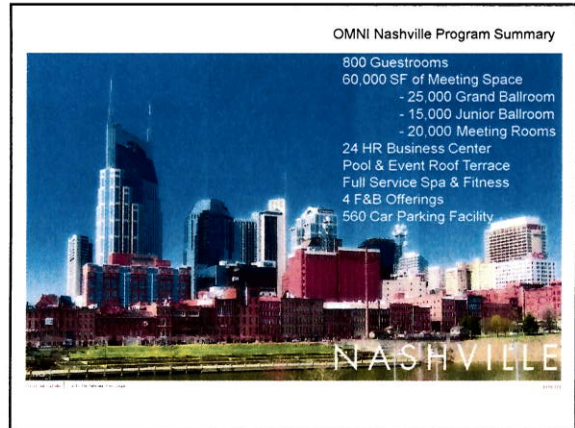
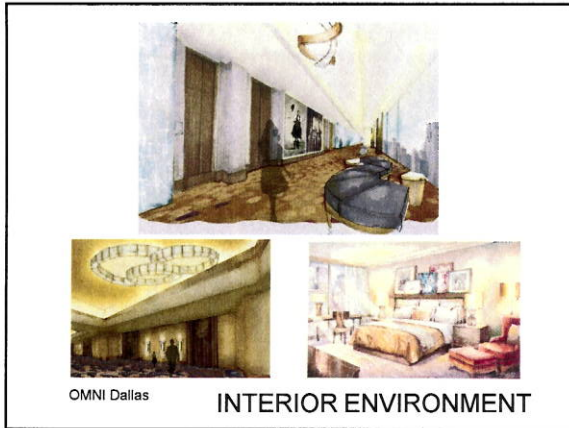
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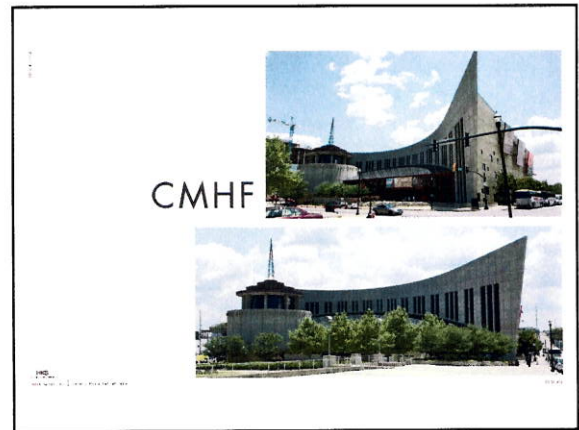
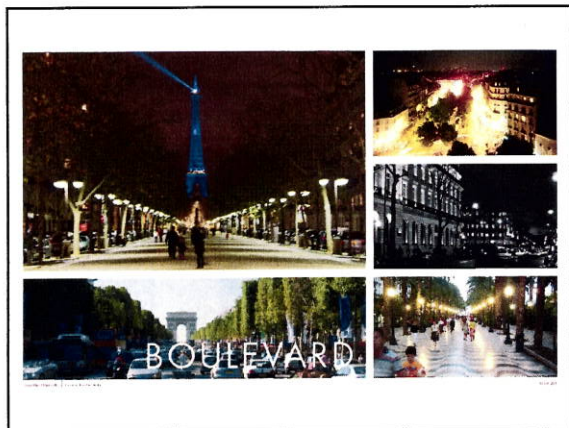
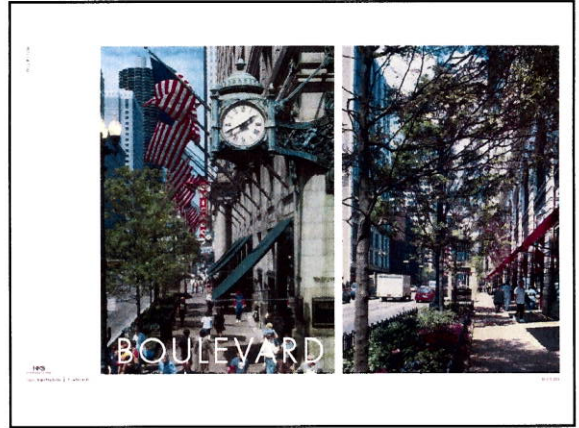


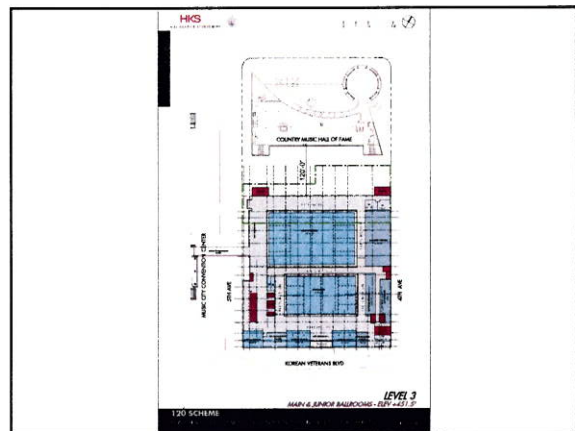
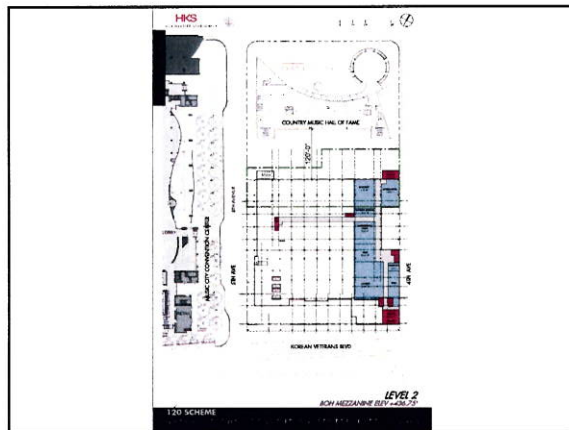
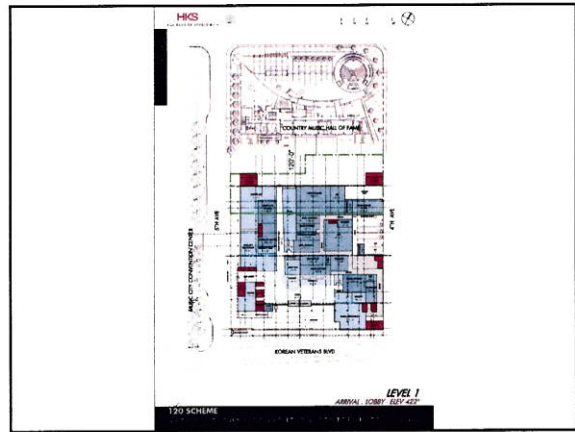
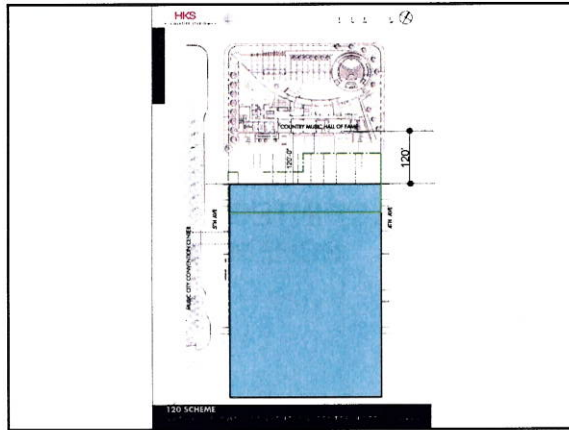
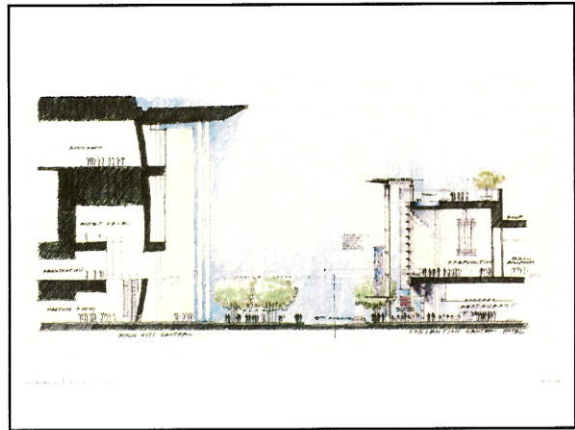
Mary Dickens, Chairman
CCA 15th Meeting Minutes
Of October 7, 2010

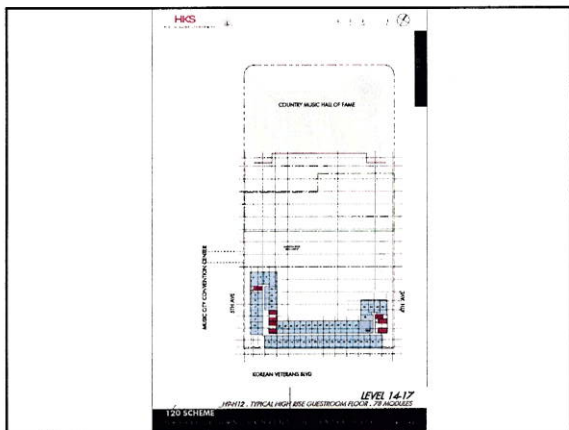
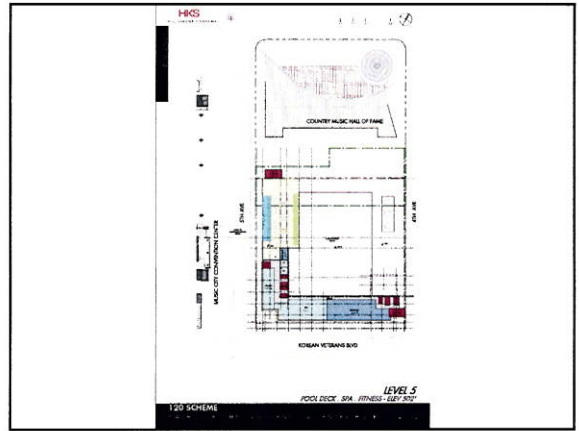
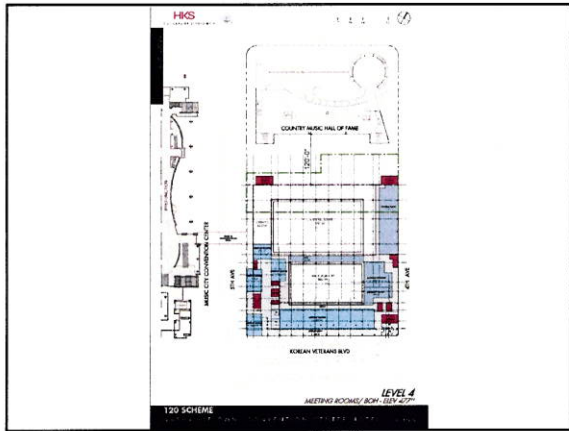




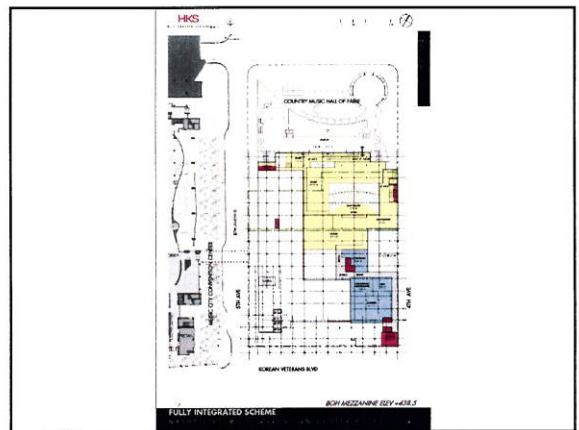
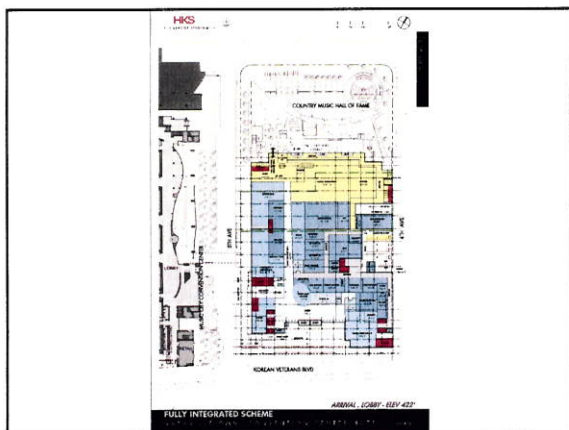


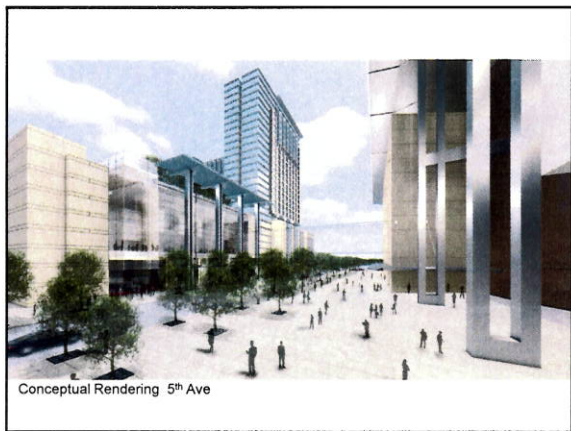
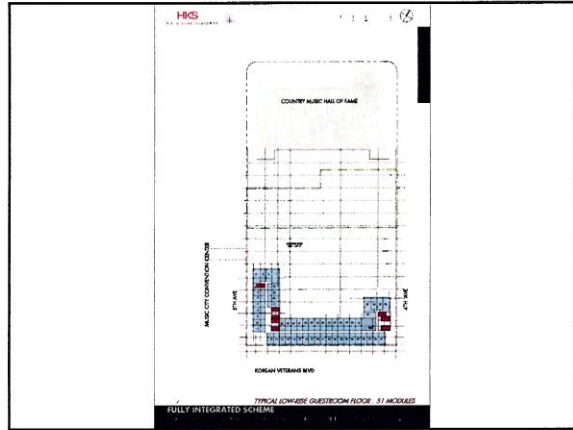
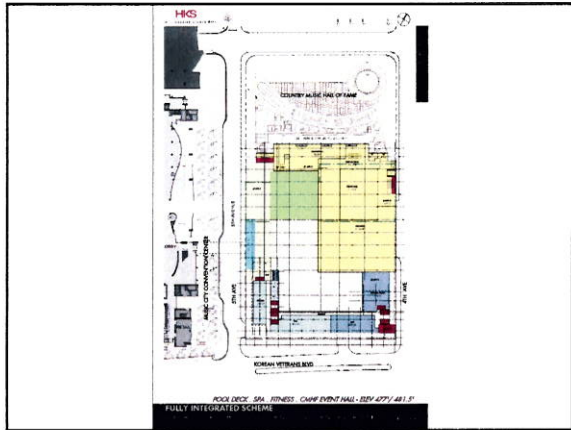
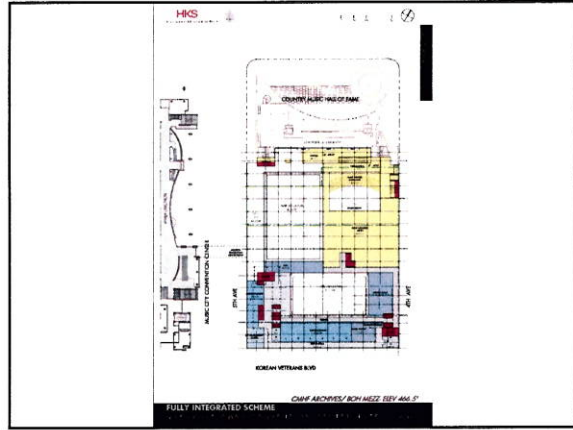
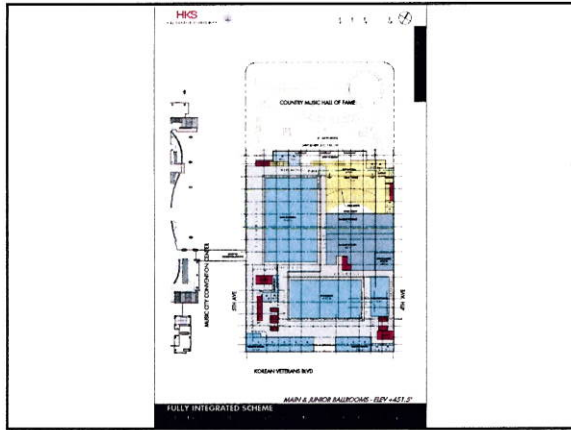






CMHF
FULLY INTEGRATED
SCHEME





A RESOLUTION (A) AUTHORIZING AND APPROVING ALL DOCUMENTS, INSTRUMENTS, ACTIONS, AND MATTERS NECESSARY OR APPROPRIATE FOR, OR PERTAINING TO THE EXECUTION AND DELIVERY OF [i] THE DEVELOPMENT AND FUNDING AGREEMENT AND ROOM BLOCK AND MEETING SPACE AGREEMENT BY AND BETWEEN THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND OMNI NASHVILLE, LLC, AND [ii] THE INTERGOVERNMENTAL AGREEMENT (CONVENTION CENTER HOTEL PROJECT) BY AND BETWEEN THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY; AND (B) APPROVING THE PRELIMINARY SITE PLANS FOR THE ALTERNATIVE A DESIGN AND ALTERNATIVE B DESIGN

WHEREAS, The Convention Center Authority of The Metropolitan Government of Nashville and Davidson County (the "Authority") is a public, nonprofit corporation and a public instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee and is authorized under Title 7, Chapter 89, Part 1, Tennessee Code Annotated (the "Act"), as amended, to plan, promote, finance, construct, acquire, renovate, equip and enlarge convention center facilities along with associated hotel accommodations in order to promote and further develop tourism, convention and employment opportunities in the State of Tennessee and thereby provide a means to attract conventions, public assemblies, conferences, trade exhibitions or other business, social, cultural, scientific and public interest events to the State, enhance the State's image as a convention destination, and encourage and foster economic development and prosperity and employment within the State; and

WHEREAS, in order to implement the public purposes enumerated in the Act, the Authority has undertaken the construction of a new convention center, including an approximate 350,000 square foot exhibit hall, approximately 75,000 square feet of ballroom space (consisting of a 57,000 square foot grand ballroom and an 18,000 square foot junior ballroom), approximately 90,000 square feet of meeting rooms, and 31 loading docks ("Music City Center"), to be owned and operated by the Authority; and

WHEREAS, the Metropolitan County Council of the Metropolitan Government (the "Metropolitan Council") has previously entered into an Intergovernmental Project Agreement with the Authority dated as of February 1, 2010, to facilitate the Authority's financing of the acquisition and construction of the Music City Center (the "Convention Center Intergovernmental Project Agreement"); and

WHEREAS, the Convention Center Intergovernmental Project Agreement provided that the Metropolitan Government was making available to the Authority the following revenues to facilitate the Authority's financing of the acquisition and construction of the Music City Center and the issuance by the Authority of up to \$250,000,000 of its Tourism Tax Revenue Bonds, Series 2010A (the "Series 2010A Bonds") and up to \$450,000,000 of the Authority's Subordinate Tourism Tax Revenue Bonds, Series 2010B (the "Series 2010B Bonds");

- (1) 3% of the 6% Hotel/Motel Tax authorized by Section 7-4-102 of the Tennessee Code Annotated and Section 5.12.020 of the Metropolitan Code, less that portion of such tax required to be deposited to the Metropolitan Government General Fund pursuant to Section 7-4-102(b)(3) and Section 7-4-110(f) of the Tennessee Code Annotated (the "Hotel/Motel Tax Revenues"); and
- (2) \$2.00 of the \$2.50 Hotel Room Occupancy Tax authorized by Section 7-4-202 of the Tennessee Code Annotated and Section 5.12.120 of the Metropolitan Code (the "Room Occupancy Tax Revenues"); and
- (3) The entire \$2.00 Contracted Vehicle Tax authorized by Section 7-4-203 of the Tennessee Code Annotated and Section 5.16.130 of the Metropolitan Code (the "Airport Ground Transportation Tax Revenues"); and
- (4) The entire 1% Rental Vehicle Surcharge Tax authorized by Section 67-4-1908 of the Tennessee Code Annotated and Section 5.32.190 of the Metropolitan Code (the "Rental Car Tax Revenues"); and
- (5) The allocation of state and local sales and use taxes relating to sales made in the tourism development zone in the area projected to be affected by the development of the Convention Center as approved the State Building Commission on November 12, 2009, all in accordance with Section 7-88-101 *et seq.* of the Tennessee Code Annotated (the "TDZ Revenues"); and
- (6) An amount equal to the state and local tax revenue derived under Title 67, Chapter 6 of the Tennessee Code Annotated from the sale of admission, parking, food, drink and any other things or services subject to tax under such chapter, if such sales occur on the premises of the Convention Center or on the premises of one or two convention center hotels approved by the State Department of Finance and Administration in accordance with Title 67, Chapter 6 of the Tennessee Code Annotated (the "MCCA Redirect Revenues").

WHEREAS, the Hotel/Motel Tax Revenues, the Room Occupancy Tax Revenues, the Airport Ground Transportation Tax Revenues, the Rental Car Tax Revenues, the TDZ Revenues and the MCCA Redirect Revenues are herein referred to collectively as the "Tourism Tax Revenues"; and

WHEREAS, the term "Non-Tax Revenues" shall mean all income and revenues of the Metropolitan Government which according to generally accepted accounting principles promulgated by the Governmental Accounting Standards Board and normal and customary accounting practices of the Metropolitan Government are deposited to and become assets of the General Services District General Fund of the Metropolitan Government, derived from any source other than income and revenues derived from the exercise by the

Metropolitan Government of its powers to levy and collect taxes of any kind. The term "Non-Tax Revenues" does not include: ad-valorem property taxes; sales taxes; State-shared taxes; revenues of any agency or instrumentality of the Metropolitan Government; revenues which according to generally accepted accounting principles promulgated by the Governmental Accounting Standards Board and the normal and customary accounting practices of the Metropolitan Government, are deposited to and become assets of any proprietary fund or enterprise fund of the Metropolitan Government; payments made by the Department of Water and Sewerage Services of the Metropolitan Government in lieu of ad valorem taxes pursuant to Resolution No. R96-177 adopted by the Metropolitan County Council on February 29, 1996; lease payments payable to the Metropolitan Government from the stadium currently known as L.P. Field; parking revenues from the parking lots surrounding L.P. Field; or ticket surcharge revenues collected by the Metropolitan Government or the Sports Authority from patrons of the Sports Authority's downtown arena currently known as the Bridgestone Arena; and

WHEREAS, the Convention Center Intergovernmental Project Agreement further provided that to enhance the marketability of the Series 2010B Bonds and thereby reduce the interest costs thereon, the Metropolitan Government would make certain Non-Tax Revenues available to the Authority for the payment of debt service on the Series 2010B Bonds in the event the Tourism Tax Revenues and other funds are insufficient therefor; and

WHEREAS, in order to further implement the public purposes enumerated in the Act, the Authority desires to create certain economic and public benefits for Metropolitan Nashville and to enhance the Music City Center by facilitating the development of a premier headquarters hotel and related facilities by Omni Nashville, LLC, a Delaware limited liability company ("Omni") on two tracts of land consisting of approximately 3.327 acres adjacent to the Music City Center (the "Hotel") for the purposes, among others, of [i] attracting additional convention and tradeshow business which require large quantities of hotel room bookings and stays; [ii] generating increased tourism; [iii] enhancing the financial coverage for the tourism tax revenue bonds previously issued by the Authority for the development of the Music City Center; [iv] increasing the revenues pledged to the Authority by Metro Nashville pursuant to the Convention Center Intergovernmental Project Agreement by including the sales tax generated by a headquarters hotel; [v] providing increased employment opportunities for citizens of Davidson County and the Nashville Metropolitan Statistical Area; and [vi] providing increased opportunities for small, minority-owned, women-owned business enterprises and local businesses; and

WHEREAS, on September 4, 2010, the Authority and Omni entered into a Preliminary Development Agreement to expedite the development of the Hotel; and

WHEREAS, in order to further implement the public purposes enumerated in the Act and in furtherance thereof to induce Omni to design, construct, finance and operate the Hotel, the Board of Directors of the Authority has determined that it is necessary and advisable to approve the Development and Funding Agreement, which will provide certain tax abatements and financial incentives to Omni, including tax increment loan proceeds and annual payments for a period of twenty (20) years payable from the Tourism Tax Revenues received by the Authority pursuant to the Convention Center Intergovernmental Project Agreement (each an "Annual Payment"), to be further secured by a pledge of

certain Non-Tax Revenues pursuant to an Intergovernmental Project Agreement (Convention Center Hotel Project) between the Authority and the Metropolitan Government; and

WHEREAS, in order to further implement the public purposes enumerated in the Act and in furtherance thereof to establish an obligation by Omni to hold certain blocks of rooms in the Hotel, the Board of Directors of the Authority has determined that it is necessary and advisable to approve the Room Block and Meeting Space Agreement; and

WHEREAS, the Board of Directors of the Authority has determined that it is necessary and advisable to approve an Intergovernmental Project Agreement (Convention Center Hotel Project) with the Metropolitan Government, which will provide, among other things, [i] for the provision of the Metropolitan Government of the Tourism Tax Revenues and Non-Tax Revenues to secure the payment of the Annual Payments, and [ii] for the Authority to be responsible for causing the construction of the Hotel to be undertaken and completed by Omni in accordance with the terms of the Development and Funding Agreement; and

WHEREAS, the officers of the Authority have caused to be presented to this meeting the following documents which the Authority proposes to execute and deliver:

1. The form of the Development and Funding Agreement, attached as Exhibit A;
2. The form of the Room Block and Meeting Space Agreement, attached as Exhibit D to the Development and Funding Agreement attached hereto;
3. The form of the Intergovernmental Agreement (Convention Center Hotel Project), attached as Exhibit E to the Development and Funding Agreement attached hereto; and

WHEREAS, it appears that each of the instruments above referred to which is now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by this Authority for the purposes intended; and

WHEREAS, Omni has submitted preliminary site plans for the Alternative A design and the Alternative B design (collectively the "Plans"), as defined in the Development and Funding Agreement, and the Authority's project staff has reviewed and recommended that the Authority approve the Plans.

NOW, THEREFORE, Be, and It is Hereby, Resolved by the Board of Directors of The Convention Center Authority of The Metropolitan Government of Nashville and Davidson County as follows:

1. Approval of Development and Funding Agreement. The form, terms and provisions of the Development and Funding Agreement, which is attached as Exhibit A hereto, is hereby approved. The Chairman or any other officer of the Authority is hereby authorized, empowered and directed to execute, acknowledge and deliver such documents in the name and on behalf of the Authority; provided that such documents are to be in substantially the form attached hereto, and provided further that the final forms of such

documents shall remain subject to the approval of counsel to the Authority in consultation with the Director of Finance of the Metropolitan Government. Any changes to such documents shall be approved by the officer of the Authority executing the same, his or her execution thereof to constitute conclusive evidence of his or her approval of any and all changes or revisions therein from the form of such documents now before this meeting. From and after the execution and delivery of such documents, the officers of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such documents as executed.

2. Approval of Room Block and Meeting Space Agreement. The form, terms and provisions of the Room Block and Meeting Space Agreement, which is attached as Exhibit D to the Development and Funding Agreement, is hereby approved. The Chairman or any other officer of the Authority is hereby authorized, empowered and directed to execute, acknowledge and deliver such documents in the name and on behalf of the Authority; provided that such documents are to be in substantially the form attached hereto, and provided further that the final forms of such documents shall remain subject to the approval of counsel to the Authority in consultation with the Director of Finance of the Metropolitan Government. Any changes to such documents shall be approved by the officer of the Authority executing the same, his or her execution thereof to constitute conclusive evidence of his or her approval of any and all changes or revisions therein from the form of such documents now before this meeting. From and after the execution and delivery of such documents, the officers of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such documents as executed.

3. Approval of Intergovernmental Agreement (Convention Center Hotel Project). The form, terms and provisions of the Intergovernmental Agreement (Convention Center Hotel Project), which is attached as Exhibit E to the Development and Funding Agreement attached hereto, is hereby approved. The Chairman or any other officer of the Authority is hereby authorized, empowered and directed to execute, acknowledge and deliver such documents in the name and on behalf of the Authority; provided that such documents are to be in substantially the form attached hereto, and provided further that the final forms of such documents shall remain subject to the approval of counsel to the Authority in consultation with the Director of Finance of the Metropolitan Government. Any changes to such documents shall be approved by the officer of the Authority executing the same, his or her execution thereof to constitute conclusive evidence of his or her approval of any and all changes or revisions therein from the form of such documents now before this meeting. From and after the execution and delivery of such documents, the officers of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of such documents as executed.

4. Approval of Plans. The Plans are hereby approved, subject to [i] Omni's agreement, as part of the process of developing the final Plans, to meet periodically with a committee designated by the Authority to discuss and receive comment with respect to each successive version of the preliminary Plans, and [ii] the Authority's right to approve each further version of the Plans, provided, however, such approval shall not be

unreasonably withheld so long as the newer version of the plans does not materially differ from the earlier approved Plans or the Hotel Specifications, as defined in the Development and Funding Agreement.

5. Additional Authorization. All acts and doings of the officers of the Authority which are in conformity with the purposes and intent of this resolution and in furtherance of the development of a headquarters hotel or the execution and delivery of the Development and Funding Agreement, the Room Block and Meeting Space Agreement and the Intergovernmental Agreement (Convention Center Hotel Project) in accordance with the provisions herein set forth are in all respects approved and confirmed.

THE CONVENTION CENTER AUTHORITY OF
THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: _____
Chairman

ATTEST:

By: _____
Secretary

EXHIBIT A
[ATTACHED]

DEVELOPMENT AND FUNDING AGREEMENT

THIS DEVELOPMENT AND FUNDING AGREEMENT (“Agreement”) is entered into as of this ___ day of October, 2010 by and between Omni Nashville, LLC, a Delaware limited liability company (“Omni”), and the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (“Authority”) (Omni and Authority are collectively referred to herein as the “Parties”). TRT Holdings, Inc., a corporation organized under the laws of the State of Delaware (“TRT Holdings”) and the parent company of Omni, joins this Agreement solely for the purposes set forth herein.

WITNESSETH

WHEREAS, the Authority is a public, nonprofit corporation and a public instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee (“Metro Nashville”) and is authorized under Title 7, Chapter 89, Part 1, Tennessee Code Annotated, as amended (the “Act”), to plan, promote, finance, construct, acquire, renovate, equip and enlarge convention center facilities along with associated hotel accommodations in order to promote and further develop tourism, convention and employment opportunities in the State of Tennessee and thereby provide a means to attract conventions, public assemblies, conferences, trade exhibitions or other business, social, cultural, scientific and public interest events to the State, enhance the State’s image as a convention destination, and encourage and foster economic development and prosperity and employment within the State; and

WHEREAS, in order to implement the public purposes enumerated in the Act, the Authority has undertaken the construction of a new convention center, including an approximate 350,000 square foot exhibit hall, approximately 75,000 square feet of ballroom space (consisting of a 57,000 square foot grand ballroom and an 18,000 square foot junior ballroom), approximately 90,000 square feet of meeting rooms, and 31 loading docks (“Music City Center”), to be owned and operated by the Authority; and

WHEREAS, the Music City Center is being constructed on approximately 16 acres in Nashville, Tennessee’s central business district primarily located at 5th Avenue South and Demonbreun Street; and

WHEREAS, in order to further implement the public purposes enumerated in the Act, the Authority desires to create certain economic and public benefits for Metro Nashville and to enhance the Music City Center by facilitating the development of a premier headquarters hotel and related facilities on an acceptable site adjacent to the Music City Center for the purposes, among others, of [i] attracting additional convention and tradeshow business which require large quantities of hotel room bookings and stays; [ii] generating increased tourism; [iii] enhancing the financial coverage for the tourism tax revenue bonds previously issued by the Authority for the development of the Music City Center; [iv] increasing the revenues pledged to the Authority by Metro Nashville pursuant to the Intergovernmental Project Agreement (Convention Center Project) entered into on February 1, 2010 by including the sales tax generated by a headquarters hotel; [v] providing increased employment opportunities for citizens of Davidson County and the Nashville Metropolitan Statistical Area; and [vi] providing increased opportunities for small, minority-owned, women-owned business enterprises and local businesses; and

WHEREAS, Omni has the right to purchase the following two parcels of property, adjacent to the Music City Center and acceptable to the Authority for the location of the headquarters hotel and related facilities: [i] pursuant to a Purchase and Sale Agreement between Omni Hotels Management Corporation and Tower Music City, LLC dated July 9, 2010, approximately 2.417 acres (+/-) of real property located on 5th Avenue South in Nashville, Tennessee, identified as parcels 309, 310, 311, 313, 319, 320, 321, 322, 318, and 481 of Davidson County Metropolitan Tax Assessor's Map 92-10, together with all appurtenances, easements, and privileges pertaining thereto ("Tower Site"); and [ii] pursuant to a Real Estate Purchase Option Agreement between Omni Hotels Management Corporation and 225 5th Avenue South Lot, LLC dated August 17, 2010, approximately 0.91 acres (+/-) of real property located at 225 5th Avenue South, Nashville, Tennessee, 37203 in Nashville, Tennessee, identified as Tax Parcel# 09310047700, together with all appurtenances, easements, and privileges pertaining thereto ("Carell Site") (the Tower Site and Carell Site are collectively referred to as the "Site"); and

WHEREAS, Omni has demonstrated the financial resources and commitment to contribute and/or spend an amount necessary to design, construct, finance and operate the headquarters hotel and related facilities; and

WHEREAS, Omni is affiliated with Omni Hotels, which owns and/or operates approximately 45 distinctive upscale hotels and resorts in leading business gateways and leisure destinations across North America and in markets similar to Nashville, Tennessee, which feature distinctive designs, offer amenities and adhere to operating standards and criteria generally acceptable to the Authority; and

WHEREAS, in order to further implement the public purposes enumerated in the Act and in furtherance thereof to induce Omni to design, construct, finance and operate the headquarters hotel and related facilities on the Site, the Authority will provide certain tax abatements and financial incentives to Omni, including tax increment loan proceeds and financial incentives from certain funds received by the Authority, to be further secured by Metro Nashville pursuant to an *Intergovernmental Project Agreement (Convention Center Hotel Project)* between the Authority and Metro Nashville; and

WHEREAS, on September 4, 2010, the Parties entered into a *Preliminary Development Agreement* to expedite the development of the Hotel, as hereinafter defined, and to facilitate the further negotiation and entering into of binding definitive agreements. Pursuant to the *Preliminary Development Agreement*, the Parties set forth and outlined the development parameters and financing for the Hotel, the Parties' respective roles, and the process that the Parties agreed to as the next steps; and

WHEREAS, the Authority has reviewed the preliminary design drawings, plans and specifications for the Hotel, incorporating the Hotel Specifications, as hereinafter defined, and the Development Budget, as hereinafter defined; and

WHEREAS, the Parties hereby enter into this Agreement to refine the Hotel Specifications and the Parties' responsibilities and define the specific development process related to the development and operation of the Hotel.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

SECTION 1. GENERAL SCOPE OF HOTEL DEVELOPMENT.

1.1 Hotel. Omni shall design, construct, equip, finance and operate a premier headquarters hotel for the Music City Center on the Site (such hotel and the Site being hereinafter referred to collectively as the “Hotel”) on or before the Completion Date (as provided in Section 1.3) on a timely basis and according to the Plans. The Plans shall include a design that complements the Music City Center and incorporates facility standards comparable to Omni’s convention center hotels in San Diego, California, and Fort Worth, Texas. Further, the Hotel shall include the following minimum specifications (“Hotel Specifications”):

- [a] a minimum of 800 guest rooms;
- [b] a structured parking facility consisting of a minimum of 560 parking spaces;
- [c] a minimum of 60,000 square feet of dedicated meeting space consisting of a grand ballroom, a junior ballroom, and other meeting space and a minimum of 20,000 square feet of pre-function space (associated with the meeting space);
- [d] four (4) food and beverage outlets consisting of a three meal restaurant, specialty restaurant, sports bar and coffee shop;
- [e] spa and fitness center;
- [f] swimming pool;
- [g] business center;
- [h] “back-of-the-house” spaces necessary to support the Hotel, including, without limitation, kitchen and office space;
- [i] supporting facilities and amenities necessary for a full-service, first class, convention-oriented hotel; and
- [j] designed and constructed pursuant to the U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ standard for a silver level certification.

1.2 Hotel Management. Throughout the Term of this Agreement, and subject to the provisions of Section 9, the Hotel shall be:

- [a] managed by Omni Hotels Management Corporation, or an Affiliate thereof, as hereinafter defined, which is knowledgeable and experienced in managing, operating and promoting first class hotels and resorts, including specifically convention center hotels;

- [b] operated, pursuant to the operating criteria set forth in Section 2.3; and
- [c] marketed and promoted under the “Omni” brand name.

1.3 Completion Date. Omni shall promptly enter into contracts with architectural, consulting, engineering and construction firms with appropriate qualifications to construct the Hotel according to the Plans, as hereinafter defined, approved by the Authority. The Authority shall have the right to approve the preliminary and final Plans and Hotel Specifications, which shall not be materially changed except upon written approval by the Authority, which shall not be unreasonably withheld. Omni agrees to complete the construction of and open the Hotel on or before June 30, 2013 (“Completion Date”). Notwithstanding the foregoing, the Completion Date shall be extended by force majeure events and other events beyond Omni’s reasonable control, including, without limitation, acts of God, fires, strikes, national disasters, wars, riots, material or labor restrictions, delays caused by unforeseen structural issues, weather delays, injunctions or other legal proceedings brought by third parties, delays by Metro Nashville in issuing any permits, consents or certificates of occupancy or conducting any inspections of or with respect to the Hotel, delays caused by unforeseen construction or site issues, and delays caused by the evaluation, design, or construction of the integration with the Country Music Hall of Fame and Museum as more particularly described in Section 2.2; provided, however, force majeure and other events beyond Omni’s reasonable control shall not include construction delays caused due to purely financial matters involving Omni, such as, without limitation, delays in the obtaining of adequate financing. Further, Omni shall promptly advise the Authority if it becomes aware that the development and construction schedule is not being met or is in danger of not being met and make recommendations for corrective action.

1.4 Hotel Financing. Omni and TRT Holdings hereby represent that Omni has the ability to finance the construction, completion and operation of the Hotel and agrees to privately finance the Hotel at its sole expense (subject to the incentives described herein), which shall include, without limitation, the Site area improvements, direct and indirect construction costs, technical equipment, related soft costs, furniture, fixtures and equipment, operating supplies and equipment, pre-opening expenses and working capital (“Development Budget,” the preliminary estimate of such for Alternative B, as hereinafter defined, is attached as Exhibit A). Included within the pro-forma Development Budget are the site development and building costs expended directly in connection with the Hotel comprised of the actual construction costs, signage costs, and the costs of labor, supplies and materials, including all fees paid to Omni’s general contractor, subcontractors and suppliers (“Hard Construction Costs”).

1.5 Hotel Lease. In order to allow the payment in lieu of taxes set forth herein, upon acquisition of the Site, Omni shall transfer the ownership of the Hotel to The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County (“IDB”). Pursuant to such, the IDB shall lease the Site and/or the Hotel to Omni for a term of twenty (20) years or such longer term necessary to permit Omni to obtain a twenty (20) year tax abatement based on the full value of the completed Hotel (“Hotel Lease”). The Hotel Lease may be modified to the extent a condominium regime is established to pursue Alternative A, as hereinafter defined, or if the Expansion Site, as hereinafter defined, is conveyed to the Authority. The Hotel Lease shall include an absolute option by Omni to repurchase the Hotel at any time for

Ten Dollars (\$10.00) without regard to any claimed defaults on the part of Omni with respect to the Hotel Lease.

1.6 Completion and Performance Guaranty. Pursuant to the Completion and Performance Guaranty attached as Exhibit B, Omni, along with TRT Holdings, agrees, at no cost to the Authority, to cause the timely completion and payment of all of Omni's costs associated with the construction of the Hotel. Should Omni or TRT Holdings fail to timely perform its construction obligations, after any notice and cure periods set forth in the Completion and Performance Guaranty, the Authority [i] without any obligation to do so, shall have the right to proceed to perform on behalf of Omni and TRT Holdings any or all of their construction obligations and TRT Holdings shall, upon demand and whether or not construction is actually completed by the Authority, pay to Authority all sums expended by Authority in performing Omni's and TRT Holdings' construction obligations; and/or [ii] shall have the right to pursue all remedies available to it at law or in equity or both to compel Omni and/or TRT Holdings to perform their construction obligations. Throughout the term of the Completion and Performance Guaranty, TRT Holdings shall at all times maintain a net worth, as reflected on TRT Holdings' statement of shareholders' equity, of not less than \$300 million, as determined in accordance with generally accepted accounting principles consistently applied and certified annually by an independent certified public accountant acceptable to the Authority. In addition, the Authority shall have the right to request a quarterly compliance certificate attesting to TRT Holdings' compliance with such minimum net worth covenant. Notwithstanding anything to the contrary set forth herein, the Completion and Performance Guaranty shall terminate and TRT Holdings shall be released from all liability thereunder upon the opening for business of the Hotel.

SECTION 2. OMNI'S OBLIGATIONS AND COMMITMENTS

Omni covenants and agrees as follows:

2.1 Site Acquisition. On or before January 31, 2011, Omni agrees to use commercially reasonable efforts to complete the acquisition of the Site. Notwithstanding such, after the Effective Date, Omni agrees to be solely responsible for timely completing the acquisition of the Site and for any payments (non-refundable or otherwise) and escrow deposits due thereunder.

2.2 Country Music Hall of Fame and Museum. Omni has submitted and the Authority has approved the Alternative A Plans and the Alternative B Plans as defined below. As a part of such, Omni agrees to make part of the Site available to the Authority for the expansion of the Country Music Hall of Fame and Museum. The foregoing extension and integration of the Site shall occur pursuant to one of two alternatives to be chosen on or before November 15, 2010 ("Decision Deadline") by the Authority.

[a] The first alternative ("Alternative A") is to fully integrate the Country Music Hall of Fame and Museum into the Hotel design in a manner acceptable (in the sole discretion of each party) to Omni, the Country Music Hall of Fame and Museum and the Authority, provided that the incremental cost of construction of the Hotel caused by such integration is escrowed in advance pursuant to an escrow agreement acceptable to all interested parties which provides for a mutually agreed mechanism to release the escrowed funds to Omni

and a mutually agreed mechanism to adjust for cost overruns or savings. Preliminary plans and specifications for Alternative A have been submitted by Omni and approved by the Authority (“Alternative A Plans”).

[b] The second alternative (“Alternative B”) is for Omni to provide the Authority that portion of the Carell Site to the Northwest of the line 120 feet from the existing back wall of the Country Music Hall of Fame and Museum, save and except the space for the exit stairs as shown on the Alternative B Plans, as hereinafter defined, and subject to the height restriction described below (“Expansion Site”). If the second alternative is pursued, Omni will design the Hotel so as to not use any portion of the Expansion Site, except for any portion needed for stairs or an exit staircase, and the Authority will be responsible for working with the Country Music Hall of Fame and Museum to develop an acceptable plan for the development of the Expansion Site on or before December 31, 2015, wherein the maximum height for any construction on the Expansion Site shall not exceed an elevation of 497 feet measured to the highest point on the roof, unless such design that includes constructing above the height limit is separately approved by both Omni and the Authority. In addition, if the second alternative is pursued, Omni, the Authority and the Country Music Hall of Fame and Museum will reasonably cooperate with one another in connection with the construction on the respective sites so as to minimize any interference or delay with each other's construction. Preliminary plans and specifications for Alternative B have been submitted by Omni and approved by the Authority (“Alternative B Plans”).

[c] In the event such mutually acceptable agreement to proceed with Alternative A has not been signed by Omni, the Authority and the Country Music Hall of Fame and Museum on or before the Decision Deadline, then it shall be deemed that the Parties have agreed to move forward with Alternative B.

[d] In the event the Parties move forward with Alternative B, Omni’s obligation to convey the Expansion Site is contingent on the appropriate approvals to allow for an overhang easement over Korean Veterans Boulevard as shown in the Alternative B Plans having been obtained. If such approvals are not obtained, then Omni shall not convey the Expansion Site and Omni may shift the Hotel location to the northwest so as to allow the Hotel to be developed in accordance with the Alternative B Plans without the Korean Veterans Boulevard overhang and the Authority shall approve any related changes to the Alternative B Plans.

[e] Nothing contained in this Agreement is intended to make the Country Music Hall of Fame and Museum a third-party beneficiary to this Agreement. As such, only the Authority is entitled to enforce the obligations of Omni with respect hereto.

2.3 Minimum Hotel Operating Standards. Throughout the Term of the Agreement, Omni agrees to operate the Hotel at a level consistent with the current operating criteria necessary for a hotel property to receive the American Automobile Association’s designation for Four-Diamond hotels, as further described on Exhibit C, and in accordance with the Omni brand standards (“Minimum Hotel Operating Standards”). Omni shall at no time be required to demonstrate receipt or maintenance of such Four-Diamond rating. The parties recognize that hotel operating practices may change during the Term of this Agreement and the Parties shall

work in good faith to agree to changes to the Minimum Hotel Operating Standards if the market and business practices dictate such changes.

2.4 Room Block Agreement. Simultaneous with the execution of this Agreement, the Parties have entered into the *Room Block Agreement*, attached as Exhibit D, whereby Omni agrees to reserve specific percentages of the Hotel's standard guest rooms and suites for specific periods of time for attendees, participants and planners of conventions and/or trade shows at the Music City Center.

2.5 Permits. Omni shall prepare and file all applications for, and pursue and use diligent efforts to obtain, all licenses, permits, approvals, consents and authorizations (collectively "Permits") that Omni is required to obtain from any governmental authority, including Metro Nashville and the Metropolitan Development and Housing Agency ("MDHA"), necessary for the Hotel.

2.6 Final Approval of Plans and Design. The Authority has approved the Alternative A Plans and the Alternative B Plans. After the selection of either Alternative A or Alternative B, pursuant to Section 2.2, above, the selected plans, whether the Alternative A Plans or the Alternative B Plans, shall be referred to herein as the "Plans." The Plans shall be further developed by Omni from preliminary plans to final plans. As part of the process of developing the final Plans, Omni will meet periodically with a committee designated by the Authority to discuss and receive comment with respect to each successive version of the preliminary Plans. The Authority shall have the right to approve each further version of the Plans, provided, however, such approval shall not be unreasonably withheld so long as the newer version of the plans does not materially differ from the earlier approved Plans or the Hotel Specifications. If the Authority does not notify Omni in writing of any concerns or objections that the Authority has with regard to any information or documents that must be approved by the Authority pursuant to this Section 2.6 within ten (10) business days following receipt of same ("Review Period"), the Authority shall be deemed to have approved any such information or documents. If the Authority does notify Omni in writing of any concerns or objections that the Authority has with regard to any such information or documents within the Review Period, Omni and the Authority will diligently work to resolve the Authority's concerns and objections. If Omni and the Authority are unable to resolve any such concerns within ten (10) business days following the end of the Review Period ("Design Resolution Deadline"), the Parties shall endeavor to resolve the dispute by mediation pursuant to Section 8.8, in which case the Completion Date shall be extended by the number of days that elapse between the Design Resolution Deadline and final resolution of the Authority's concerns and objections, whether by mediation or otherwise. If the parties are not able to resolve the dispute by mediation, the dispute shall be determined pursuant to and in accordance with the arbitration procedure set forth in Section 8.9. Omni agrees that it shall not make any material modification to the Plans and Hotel Specifications approved by the Authority unless it notifies the Authority in writing and receives approval from the Authority in accordance with the procedure set forth above.

2.7 Omni's Representations, Warranties and Covenants. In addition to those representations, warranties and covenants set forth herein, as an inducement to Authority to enter into this Agreement, Omni represents and warrants to, and covenants and agrees with, Authority, as follows:

[a] Omni is duly formed and validly existing under the laws of the State of Delaware, with all necessary power and authority to enter into this Agreement and to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by Omni of its obligations hereunder will not violate or constitute an event of default under any material terms or material provisions of any agreement, document, instrument, judgment, order or decree to which Omni is a party or by which Omni is bound.

[b] Omni has caused all proceedings required to be taken by or on behalf of Omni to authorize Omni to make and deliver this Agreement and to perform the covenants, obligations and agreements of Omni hereunder and that no further approval to the execution or delivery of this Agreement by Omni or the performance by Omni of its covenants, obligations and agreements hereunder is required from any board of directors, shareholder, creditor, investor, judicial, legislative or administrative body, governmental authority or other person, other than any such approval which already has been unconditionally given, and this Agreement will be binding upon Omni in accordance with its terms.

[c] Omni and TRT Holdings hereby represent and warrant to the Authority that they have the unconditional ability to finance the Hotel and this Agreement shall not be contingent upon Omni obtaining financing in any respect. Further, the Hotel shall not be delayed to accommodate any financing requirements of Omni.

[d] Omni agrees to comply in all material respects with all applicable federal, state and local laws and regulations for the construction and operations related to the Hotel, including but not limited to OSHA, ADA standards, building codes, wage requirements, zoning, stormwater and utility issues, and all related matters.

[e] Omni has established equal employment opportunities for all individuals so that no individual shall be excluded from employment by Omni because of race, creed, color, national origin, age or sex; agrees to comply with all applicable laws concerning the employment of individuals with disabilities; does not subscribe to any personnel policy which permits or allows the promotion, demotion, employment, dismissal or laying off of any individual due to his or her race, creed, color, national origin, age or sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities; and has posted in conspicuous places, that are available to all employees and applicants, notices of non-discrimination.

[f] Pertaining to this Agreement, Omni has not offered, given or agreed to give any Authority employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter.

[g] Omni has not retained any persons, to solicit or secure this Agreement upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

SECTION 3. OMNI COMMITMENT TO DIVERSIFIED BUSINESS ENTERPRISE INVOLVEMENT AND LOCAL PARTICIPATION.

Omni recognizes [i] that it is the policy of the Authority to promote full and equal business opportunities for all persons doing business with the Authority and Music City Center by increasing the purchase of goods and services from minority and women-owned businesses within the Nashville Metropolitan Statistical Area, as such are defined by the U.S. Office of Management and Budget and is the result of the application of published standards to Census Bureau data; and [ii] that the Authority has expressed a strong desire to ensure maximum local participation in all aspects of the construction, completion and operation of the Hotel.

3.1 Assistance to Small, Minority-Owned and Women-Owned Business Enterprises. Omni agrees to manage and produce a successful diversified business enterprise result and to assist small, minority-owned, and women-owned business enterprises with respect to their doing business with the Hotel, pursuant to the Authority's Procurement Nondiscrimination Program and the procedures adopted by the Authority. Accordingly, Omni commits to spend a minimum of twenty percent (20%) of the Hotel's Hard Construction Costs with small, minority-owned, and women-owned business enterprises as reasonably approved and certified by the Authority or other recognized organizations, reasonably acceptable to the Authority, that certify such business enterprises. If Omni fails to meet any of this spending requirement with the small, minority-owned, and women-owned business enterprises, the initial Annual Payment(s) shall be reduced or eliminated in an amount equal to the amount missed. Pursuant to Section 6.1, Omni agrees to meet with designated representatives of the Authority and the Authority's Business Assistance Office on a regular basis regarding its commitments in, and ongoing compliance with, this Section 3.1.

3.2 Preference to Local Businesses. Omni agrees to give local and regional business enterprises (meaning businesses with a significant business presence where employees are regularly based and that such place of business has a substantial role in the business' performance of a commercially useful function in the Nashville Metropolitan Statistical Area) first consideration and the maximum practical opportunity to participate in construction trade agreements and/or subcontracts it awards, to the full extent consistent with the efficient performance of the work, provided that such local and regional business enterprises offer competitive pricing, quality, work and service. Notwithstanding the foregoing preferences, Omni commits to spend a minimum of twenty percent (20%) of the Hotel's Hard Construction Costs with businesses with a significant business presence in the Nashville Metropolitan Statistical Area. If Omni fails to meet any of these spending requirements with local businesses, the initial Annual Payment(s) shall be reduced or eliminated in an amount equal to the amount missed. Monies spent with small, minority-owned, and women-owned business enterprises to the extent that they have a significant business presence in the Nashville Metropolitan Statistical Area shall be eligible to receive dual credit under Section 3.1 and Section 3.2. Pursuant to Section 6.1, Omni agrees to meet with designated representatives of the Authority and the Authority's Business Assistance Office on a regular basis regarding its commitments in, and ongoing compliance, with this Section 3.2.

3.3 Commitment to Local Hiring. Omni and/or the ultimate operator of the Hotel commits to hire a minimum of 300 full-time equivalent jobs (meaning one or more individuals employed by Omni and/or its operator for a period of forty (40) hours per week) to operate the Hotel, of which a minimum of 250 shall be filled by residents of the Nashville Metropolitan Statistical Area and a minimum of 200 of those shall be filled by residents of Davidson County. Residency of an employee shall be determined by the address of residence provided by the employee. If in any previous calendar year, Omni failed to meet any of its commitments to employ a minimum number of individuals, the Annual Payment shall be reduced (applied against the next scheduled payment) in an amount equal to \$10,000 for each full-time equivalent job missed.

3.4 Supply and Service Expenditure Commitments. Beginning with the first full calendar year after the Hotel is substantially complete and in each subsequent year, Omni and/or the ultimate operator of the Hotel will cause at least \$100,000 in expenditures to be made for supplies and services for the operation and maintenance of the Hotel with businesses that have a significant business presence in the Nashville Metropolitan Statistical Area and \$50,000 in supply and service expenditures with small, minority-owned, and women-owned business enterprises. Supply and service expenditures with small, minority and women-owned business enterprises that also have a significant business presence in the Nashville Metropolitan Statistical Area shall count toward both the \$100,000 and the \$50,000 amounts referenced above. If in the previous calendar year, Omni failed to meet any of its supplies and services expenditure commitments, the Annual Payment shall be reduced (applied against the next scheduled payment) in an amount equal to the amount missed times two.

SECTION 4. THE AUTHORITY'S OBLIGATIONS AND COMMITMENTS

The Authority covenants and agrees as follows:

4.1 Headquarters Hotel Designation. During the Term of the Agreement, as hereinafter defined, the Authority will designate the Hotel as the "headquarters hotel" for the Music City Center and the room block commitment agreement for the Hotel, set forth in Section 2.4 and as Exhibit D, shall be considered the primary room block commitment agreement for the Music City Center. In addition, pursuant to the *Intergovernmental Project Agreement (Convention Center Hotel Project)* between the Authority and Metro Nashville, attached as Exhibit E, for a period of seventy-eight (78) months from the Completion Date, the Authority and Metro Nashville agree that they will neither acquire, commence development of, issue debt for, provide other incentives in support of, or otherwise own another hotel in excess of four hundred rooms and within a one (1) mile radius of the Music City Center. Notwithstanding the foregoing provisions, neither the Authority nor Metro Nashville (including its governmental agencies such as the IDB and MDHA) shall be prohibited from providing property tax abatements or tax increment financing funded only with the property tax increment generated by the proposed development to another hotel at any time and within any distance from the Music City Center, or from entering into a room block commitment agreement for the Music City Center that is subordinate in all respects to the Hotel's room block commitment contained in the *Room Block Agreement*. In the event that either this Agreement or the *Room Block Agreement* are terminated prior to the expiration of seventy-eight (78) months from the Completion Date of the Hotel, then the limitations agreed to in this Section 4.1 shall be of no further force and effect.

4.2 Payment in Lieu of Taxes. Pursuant to the *Tax Agreement* attached as Exhibit F, Omni agrees to make payments in lieu of real and personal property taxes totaling thirty-seven and one-half percent (37.5%) of the real property and personalty taxes assessed by Metro Nashville's Assessor of Property for the Hotel (including the site) and during the term of the Project Lease ("Payment In Lieu of Taxes"). The Payment in Lieu of Taxes shall be made for so long as the Hotel Lease and the *Room Block Agreement*, respectively, are in full force and Omni is in compliance with its commitments set forth herein, including those set forth in Section 2.3 and Section 3, but in no event shall the Payment in Lieu of Taxes extend longer than twenty (20) years. In addition, should Omni assign, transfer or otherwise convey any of its rights and obligations in or to the Hotel to another party under this Agreement in accordance with Section 9, the Payment in Lieu of Taxes shall terminate.

4.3 Tax Increment Revenue Loan Payment. As partial reimbursement for the Site, the Authority agrees to pay or cause to be paid \$25 million to Omni on or before May 1, 2011, which is expected to be paid from the net proceeds of a tax increment revenue loan to MDHA. In the event this \$25 million payment is not made on or before May 1, 2011, Omni shall give a sixty (60) day written notice to the Authority of its intention to terminate the Agreement ("Grace Period") and during the Grace Period the Authority shall have the right and opportunity to cure any alleged failure on its part to perform its obligation to make the \$25 million payment within the Grace Period, bearing interest at a rate of eight percent (8.0%) per annum, and thereby cure or prevent such default. Upon the conclusion of the Grace Period, Omni may terminate the Agreement in addition to any other rights and remedies available to Omni.

4.4 Annual Payments. On the dates and in the full amount of the "Annual Payment Amount" as set forth on Exhibit G, the Authority agrees to pay to Omni the sums of money which have a net present value of \$103 million in the form of annual economic development payments and incentives, funded from a portion of the excess tourism tax revenues collected from the Hotel, over a twenty year period (the "Annual Payments"). The Annual Payments shall be made for so long as the *Room Block Agreement* has not been terminated by reason of a default by Omni beyond any applicable notice and cure period and Omni is in compliance in all material respects with its commitments set forth herein, including those set forth in Section 2.3, but in no event shall the Annual Payments extend longer than twenty (20) years. The Authority acknowledges that as a material inducement to Omni for entering into this Agreement, the Authority has entered into the *Intergovernmental Project Agreement (Convention Center Hotel Project)* with Metro Nashville, pursuant to which the Authority has the right to receive from Metro Nashville the Non-Tax Revenues (as defined in the *Intergovernmental Project Agreement (Convention Center Hotel Project)*) in the event Tourism Tax Revenues (as defined in the *Intergovernmental Project Agreement (Convention Center Hotel Project)*) are insufficient to meet the Authority's obligations hereunder. In that regard, the Authority covenants to enforce to the fullest extent permitted by law all of its rights and all of Metro Nashville's obligations under the *Intergovernmental Project Agreement (Convention Center Hotel Project)*. If the Authority is unable to make any Annual Payment when due under this Agreement as a result of insufficient revenues from the sources of payment described in this Agreement, then without waiving any right or remedy available to Omni under this Agreement or otherwise for such default, the Authority acknowledges that such Annual Payment shall not be waived, but shall bear interest at a rate of eight percent (8.0%) per annum until such revenues are sufficient to allow the Authority

to make such Annual Payment and such Annual Payment is in fact paid by the Authority. Pursuant to the *Intergovernmental Project Agreement (Convention Center Hotel Project)*:

[a] The Annual Payments, plus any interest payable by the Authority hereunder, shall be additionally secured by a pledge of the Non-Tax Revenues of Metro Nashville's General Services District General Fund, as more fully described in and defined in Section 1.1(d) of the *Intergovernmental Project Agreement (Convention Center Hotel Project)*;

[b] Such pledge will not be subject to annual appropriation by Metro Nashville (as evidenced by an opinion of outside counsel acceptable to Omni to be delivered on or before the signing of this Agreement);

[c] For so long as the Authority remains obligated to make any Annual Payments, Metro Nashville will not issue or incur, or permit to be issued or incurred, any indebtedness payable from or secured by a pledge of or lien on any of the Non-Tax Revenues ("Additional Secured Indebtedness"), nor will it pledge any of the Non-Tax Revenues or create a lien on or security interest in any of the Non-Tax Revenues to secure the indebtedness or obligation of Metro Nashville, the Authority, or any other entity, unless all the following conditions are met, in which case such Additional Secured Indebtedness may be issued on subordinate basis with respect to any Annual Payment: [i] the Authority and Metro Nashville shall be in substantial compliance with all of the covenants, agreements and terms of this Agreement; and [ii] following the issuance of such Additional Secured Indebtedness or the creation of such lien, pledge or security interest, the total amount of Non-Tax Revenues collected by Metro Nashville during the most recently concluded fiscal year of Metro Nashville equals or exceeds two and one-half (2½) times the maximum amount of any debt service payable on the 1998 Sports Authority Bonds, the 2004 Sports Authority Bonds, or the Series 2010B Bonds, any Annual Payment payable during any calendar year with respect to Development and Funding Agreement and any Additional Secured Indebtedness. Notwithstanding the foregoing, the limitations in this Section 4.4(c) shall not apply to any obligations issued on a parity with the 1998 Sports Authority Bonds, the 2004 Sports Authority Bonds, or the Series 2010B Bonds ("Parity Obligations"); so long as such Parity Obligations meet the requirements for the issuance of parity obligations under their respective indentures, and, with the exception of refunding Parity Obligations that reduce debt service or completion bonds issued pursuant to Section 3.02(d) of the Series 2010B Indenture, following the issuance of such Parity Obligations the total amount of Non-Tax Revenues collected by Metro Nashville during the most recently concluded fiscal year of Metro Nashville equals or exceeds two and one-half (2½) times the maximum amount of any debt service payable on the 1998 Sports Authority Bonds, the 2004 Sports Authority Bonds, or the Series 2010B Bonds, any Annual Payment payable during any calendar year with respect to Development and Funding Agreement, any Additional Secured Indebtedness and the Parity Obligations; and

[d] In addition, Metro Nashville will not repeal or amend any ordinances authorizing such pledge in such a manner as to reduce the amount of such revenues payable to the Authority pursuant to the *Intergovernmental Project Agreement (Convention Center Project)* or the *Intergovernmental Project Agreement (Convention Center Hotel Project)*.

4.5 Completion of Music City Center. The Authority agrees to complete, open and be operating the Music City Center by June 30, 2013, subject to force majeure and other events beyond the reasonable control of the Authority including without limitation, acts of God, fires, strikes, national disasters, wars, riots, material or labor restrictions, delays caused by unforeseen structural issues, weather delays, injunctions or other legal proceedings brought by third parties, and delays caused by unforeseen construction or site issues. Thereafter, the Authority will continuously operate the Music City Center in its present location in accordance with acceptable industry standards and in compliance with all development and operating covenants and conditions set forth in the trust indenture governing the issuance of the tourism tax revenue bonds issued to finance such project. In connection therewith, the Authority will use diligent efforts to book events at the Music City Center which are consistent with the character and quality of the operations at the Hotel and the Music City Center.

4.6 Approvals. The Authority agrees to cooperate with and assist Omni in securing the Permits and use commercially reasonable efforts to expedite the issuance of the Permits, including any approval related to or required for the Capitol Mall Redevelopment District, including access for the Hotel from Korean Veterans Boulevard, appropriate easements, and any release and/or relocation of utility and drainage easements and improvements consistent with the Plans and construction of the Hotel. However, nothing herein shall adversely affect, limit, restrict or reduce the right of any governmental authority, including Metro Nashville and MDHA, to exercise their respective governmental powers and authority.

4.7 Authority's Representations, Warranties and Covenants. As an inducement to Omni to enter into this Agreement, Authority represents and warrants to, and covenants and agrees with, Omni, as follows:

[a] The Authority is duly formed and validly existing under the laws of the State of Tennessee, with all necessary power and authority to enter into this Agreement and to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by Authority of its obligations hereunder will not violate or constitute an event of default under any material terms or material provisions of any agreement, document, instrument, judgment, order or decree to which Authority is a party or by which Authority is bound.

[b] The Authority has caused all governmental proceedings required to be taken by or on behalf of Authority to authorize the Authority to make and deliver this Agreement and to perform the covenants, obligations and agreements of Authority hereunder and that no further approval to the execution or delivery of this Agreement by Authority or the performance by Authority of its covenants, obligations and agreements hereunder is required from any board of directors, creditor, judicial, legislative or administrative body, governmental authority or other person, other than any such approval which already has been unconditionally given, and this Agreement will be binding upon the Authority in accordance with its terms.

[c] The Authority hereby designates Marty G. Dickens, its Board Chair, to be the Authority Representative (the "Authority Representative") for purposes of this Agreement. The Authority shall have the right, from time to time, to change the person who is the Authority Representative by giving Omni notice thereof. Any written approval, decision or determination hereunder to be made by Authority shall be made by the Authority Representative and the giving

of such approval or making of such determination or decision by the Authority Representative shall be confirmation that all necessary action of the Authority has been taken to make the same binding on the Authority. Omni shall have the unconditional right to rely on such approval, decision or determination of the Authority Representative.

SECTION 5. TERM OF AGREEMENT.

The term of this Agreement ("Term") shall commence on the date that the *Intergovernmental Project Agreement (Convention Center Hotel Project)* is approved by the Metropolitan County Council of the Metropolitan Government ("Metro Council") and executed by all required parties ("Effective Date") and, unless terminated earlier as provided by and in accordance with the terms of this Agreement, shall end on the date as of which the Authority has paid to Omni all of the Annual Payments, as defined in and pursuant to Section 4.4 and Exhibit G.

SECTION 6. PROGRESS REPORTS, AUDIT & INSPECTION.

6.1 Progress Reports. Omni, subject to the review of the Authority, shall establish cost control, accounting, audit and reporting systems for the Hotel. Omni agrees to make monthly progress reports in a mutually agreed upon form advising the Authority on all matters related to the Hotel, including information on [i] design, construction, and compliance with the Plans and Hotel Specifications; [ii] expenses and construction spending; [iii] supply and services spending; and [iv] employment data. In addition, Omni agrees to meet with designated representatives of the Authority and the Authority's Business Assistance Office on a regular basis regarding construction and development matters and matters related to spending requirements set forth in Section 3.

6.2 Audit Rights. Omni agrees that no more than once per year, the Authority will have the right to audit, at the Authority's expense, [i] the financial and business records of Omni that relate to the spending requirements set forth in Section 3 and Hard Construction Costs expended by Omni in constructing the Hotel; [ii] the employment records of Omni solely in order to ascertain the residency of any employees that Omni has claimed as Davidson County and Nashville Metropolitan Statistical Area residents; and [iii] the financial and business records of Omni with regard to the supply and service expenditures and those matters set forth in Section 3.

6.3 Inspection of Hotel. At any time during the construction of the Hotel (but no more frequently than monthly), following advance notice to Omni, the Authority shall have, and Omni shall provide or cause to be provided, access to the Hotel in order for the Authority and/or its authorized representatives to inspect the Hotel to ensure compliance with this Agreement. Omni may require that any individuals inspecting the Hotel be escorted at all times by an employee or authorized representative of Omni. Omni, its officers, agents, servants, employees, contractors and subcontractors shall cooperate fully with the Authority during any such inspection.

SECTION 7. COSTS AND EXPENSES.

Except as otherwise provided herein, Omni agrees to bear and be solely responsible for the costs and expenses of all pre-development and development expenses and activities incurred herein by Omni including, without limitation, design plans, engineering studies, legal costs, and acquisition of the Site.

SECTION 8. TERMINATION.

8.1 Failure to Complete Hotel. Subject to the *Completion and Performance Guaranty*, set forth in Section 1.6 and Exhibit B, Omni shall be in default under this Agreement if by the Completion Date, as such date may be extended, it shall have failed to complete the construction and opening of the Hotel. In such an event, the Authority shall notify Omni in writing of the existence of such default. If Omni has not cured such default within ninety (90) calendar days following receipt of such notice (or if such default is not reasonably curable within the ninety (90) calendar days, such additional time as may be reasonably necessary to cure the default, provided that Omni is diligently pursuing a cure), the Authority shall have the right to terminate this Agreement by notifying Omni in writing. Nothing contained in this Section 8.1 shall prohibit the Authority from enforcing any rights it may otherwise have pursuant to the *Completion and Performance Guaranty*.

8.2 Termination of Tax Agreement or Room Block Agreement. Upon any lawful termination of the *Tax Agreement* or the *Room Block Agreement* on account of an uncured breach or default by Omni in accordance with the respective terms and conditions of those agreements, the Authority shall have the right to terminate this Agreement by providing Omni at least ninety (90) calendar days' advance written notice.

8.3 Failure to Make Payments in Lieu of Taxes. An event of default shall occur under this Agreement if any payment in lieu of taxes attributable to the Hotel becomes delinquent and Omni does not either make such payment or properly follow the legal procedures for protest and/or contest of such payment. Upon the occurrence of such, the Authority shall notify Omni in writing and Omni shall have thirty (30) calendar days to cure such default. If the default has not been fully cured by such time, the Authority shall the right to terminate this Agreement immediately by providing written notice to Omni and shall have all other rights and remedies that may be available to it under the law with respect to the collection of such delinquent payments.

8.4 Failure to Comply with Minimum Hotel Operating Standards.

[a] *Initial Notification by the Authority.* If at any time during the Term of this Agreement the Authority believes that the Hotel is not being operated in accordance with all Minimum Hotel Operating Standards, as required by Section 2.3, the Authority shall provide written notice to Omni that specifically sets forth the basis of the Authority's opinion. If Omni agrees with the Authority's opinion, Omni shall have one (1) calendar year from the date of the Authority's notice to bring the Hotel into operating compliance with all Minimum Hotel Operating Standards, during which time the Authority will continue to make the Annual Payments in accordance with this Agreement. If Omni disagrees with the Authority's opinion or

fails within ten (10) business days of receipt to respond to the Authority's notice, the Authority shall submit the matter first to non-binding mediation in accordance with Section 8.8 and, if that is unsuccessful, then to binding arbitration in accordance with Section 8.9. If the Authority submits the matter to binding arbitration as provided in the immediately preceding sentence and the arbitrator ultimately determines that the Hotel has not been operated in accordance with all Minimum Hotel Operating Standards, then Omni shall have one (1) calendar year from the date of determination by the arbitrator to bring the Hotel into operating compliance with all Minimum Hotel Operating Standards, during which time the Authority will continue to make the Annual Payments in accordance with this Agreement.

[b] *Resumption of Minimum Hotel Operating Standards.* Once Omni determines that the Hotel has resumed operating in accordance with all Minimum Hotel Operating Standards, Omni will notify the Authority in writing. If the Authority notifies Omni in writing of its agreement with Omni's determination within ten (10) business days, the matter will be resolved and the Authority will continue to make all Annual Payments in accordance with this Agreement. If the Authority disagrees with Omni's determination or fails to respond to Omni's determination within ten (10) business days following receipt of Omni's notice, Omni may submit the matter first to non-binding mediation in accordance with Section 8.8 and, if that is unsuccessful, then to binding arbitration in accordance with Section 8.9. If the arbitrator finds the Hotel has resumed operating in accordance with all Minimum Hotel Operating Standards, the matter will be resolved and the Authority will continue to make the Annual Payments in accordance with the Agreement. If [i] the arbitrator finds that the Hotel has not resumed operating in accordance with all Minimum Hotel Operating Standards or [ii] Omni fails within one (1) calendar year following the Authority's initial notice to notify the Authority in writing that Omni believes that the Hotel has resumed operating in accordance with all Minimum Hotel Operating Standards, the Authority's obligation to make any Annual Payment shall be suspended until the Hotel has resumed operating in accordance with all Minimum Hotel Operating Standards (and Omni has notified the Authority of such as provided hereinabove).

[c] *Failure to Comply with Minimum Hotel Operating Standards.* If the Hotel is not operated in accordance with all Minimum Hotel Operating Standards, as determined by the arbitrator in accordance with Section 8.4, for a portion of any calendar year, then any Annual Payment that would be payable in the following calendar year shall be reduced by multiplying such amount by a fraction, to be expressed as a percentage, where [i] the numerator is the number of days in that year in which the Hotel was not operated in accordance with all Minimum Hotel Operating Standards, and [ii] the denominator shall be 365. Otherwise, If the Hotel is not operated in accordance with all Minimum Hotel Operating Standards, as determined by the arbitrator in accordance with Section 8.4, for a full calendar year, then the Authority will not be required to make any Annual Payment that would be payable in the following calendar year.

8.5 Failure to Meet Spending and Employment Commitments. Omni's failure to meet its commitment to [i] assist small, minority-owned, and women-owned business enterprises, as set forth in Section 3.1; [ii] provide preferences to local and regional business enterprises, as set forth in Section 3.2; [iii] achieve its commitment to local hiring to operate the Hotel, pursuant to Section 3.3; or [iv] make the minimum expenditures for supplies and services for the operation and maintenance of the Hotel, as set forth in Section 3.4, shall not constitute a default hereunder or provide the Authority with the right to terminate this Agreement, but rather,

shall only serve to reduce the amount of the Annual Payments that the Authority is required to pay pursuant to and in accordance with this Agreement and as more specifically set forth in the above referenced sections. [By way of illustration and for example purposes only, should Omni have actually spent \$30 million with small, minority-owned, and women-owned business enterprises but was obligated to spend \$32 million, the initial annual payment would be reduced by \$2 million.]

8.6 Failure to Submit Reports or Make Information Available to the Authority.

If Omni fails to submit all or any reports or make information available to the Authority, as the case may be and as required by Section 6.1 and Section 6.2, the Authority will notify Omni in writing and the Authority's obligation to pay any Annual Payments shall be suspended until Omni has provided such report(s) or made such information available for review by the Authority.

8.7 Other Breaches. In the event that Omni otherwise breaches this Agreement, the Authority shall notify Omni in writing, which notice shall specify the nature of the breach, and Omni shall have thirty (30) calendar days to cure the breach, or if such breach is not reasonably curable within the thirty (30) calendar days, such additional time as may be reasonably necessary to cure the breach provided that Omni is diligently pursuing cure. If the breach has not been fully cured within such time, the Authority shall have all rights and remedies available under the law or in equity, other than termination of this Agreement, including, but not limited to, the right to demand specific performance to cure the breach and to collect damages plus reasonable attorneys' fees incurred in the enforcement of this Agreement.

8.8 Mediation. If the Parties are in disagreement regarding any provision of this Agreement, the Parties, within thirty (30) days after the first notice given under this Agreement regarding such dispute, shall first submit such dispute to non-binding mediation in Nashville, Tennessee, with each party to bear their own costs and expenses and with each party to share the fees and expenses of the mediator equally. The duration of the mediation shall be limited to two business days and shall be concluded on or before thirty calendar days following the selection by the Parties of a mediator (or at such later date as the parties may agree). The Parties agree to meet with the mediator in good faith in an effort to resolve the dispute, and no Party may commence arbitration until completion of the mediation session. The Parties will cooperate [i] in selecting an independent mediator experienced in disputes of the subject and nature under dispute and [ii] in scheduling the mediation proceedings. No settlement reached by mediation will be binding unless agreed to in writing by the Parties. If mediation of the dispute fails to resolve the dispute, any such unresolved dispute shall then be submitted to arbitration in accordance with the provisions of Section 8.9. Notwithstanding the foregoing, nothing shall prevent the Parties from first attempting in good faith to resolve any such dispute promptly by negotiation between executives and/or appropriate representatives of each party who have authority to resolve the dispute.

8.9 Arbitration. In the event that mediation, as set forth in Section 8.8 is unsuccessful, the Parties shall submit such dispute to mandatory arbitration in accordance with the provisions of this Section 8.9; provided, however, the waiver in this Section 8.9 will not prevent the Authority or Omni from commencing an action in any court for the sole purposes of enforcing the obligation of the other party to submit to binding arbitration or the enforcement of

an award granted by arbitration herein. Any dispute between the Authority and Omni as to the interpretation of any provision of this Agreement or the rights and obligations of any party hereunder shall be resolved through binding arbitration as hereinafter provided in Nashville, Tennessee. If arbitration is required to resolve a dispute between the Authority and Omni, the Authority and Omni shall agree upon one (1) arbitrator to resolve the dispute. The arbitrator must be a neutral party having at least fifteen (15) years experience in the subject matter of the arbitration and must be mutually acceptable to both Parties. The arbitrator will establish the rules for proceeding with the arbitration of the dispute, which will be binding upon all Parties to the arbitration proceeding. The arbitrator may use the rules of the American Arbitration Association for commercial arbitration but is encouraged to adopt the rules the arbitrator deems appropriate to accomplish the arbitration in the quickest and least expensive manner possible. Accordingly, the arbitrator may [i] dispense with any formal rules of evidence and allow hearsay testimony so as to limit the number of witnesses required, [ii] minimize discovery procedures as the arbitrator deems appropriate, and [iii] limit the time for presentation of any party's case as well as the amount of information or number of witnesses to be presented in connection with any hearing. The arbitrator will have the exclusive authority to determine and award costs of arbitration and the costs incurred by any party for its attorneys, advisors and consultants. Any award made by the arbitrator shall be binding on the Authority, Omni and all Parties to the arbitration and shall be enforceable to the fullest extent of the law. In reaching any determination or award, the arbitrator will apply the laws of Tennessee. Except as otherwise permitted herein, the arbitrator's award will be limited to actual damages and will not include consequential, special, punitive or exemplary damages. Nothing contained in this Agreement will be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Agreement. All privileges under state and federal law, including, without limitation, attorney-client, work product and party communication privileges, shall be preserved and protected.

8.10 Injunctive/Ancillary/Emergency Relief. Notwithstanding any provision of Section 8 of this Agreement to the contrary, any party may seek injunctive relief or other form of ancillary relief at any time from any court of competent jurisdiction as specified in Section 11.3. In the event that a dispute or controversy requires emergency relief before the matter may be resolved under the arbitration procedures of Section 8, notwithstanding the fact that any court of competent jurisdiction specified in Section 11.3 may enter an order providing for injunctive or other form of ancillary relief, the Parties expressly agree that such arbitration procedures will still govern the ultimate resolution of that portion of the dispute or controversy not resolved pursuant to said court order.

SECTION 9. ASSIGNMENT.

Prior to the Completion Date and for three (3) years thereafter, Omni may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement or other definitive agreement related to the Hotel except to any corporation, limited liability company or partnership or other entity which shall control Omni, which is more than fifty percent (50%) owned by TRT Holdings, which is controlled by TRT Holdings or which is under the common control with TRT Holdings ("Affiliate"). Thereafter, provided that Omni is not in default of any of its material obligations under this Agreement or related agreements after the expiration of any applicable notice and cure period, it may assign, transfer or otherwise convey any of its rights

and obligations to another party upon receipt in advance of the written consent of the Authority, which consent shall not be unreasonably withheld or delayed, but conditioned on [i] the prior approval of the assignee or successor and a finding by the Authority that the proposed assignee or successor will operate and market the Hotel under a “first tier flag” brand name reasonably acceptable to the Authority (Westin, Sheraton, Marriott, Hilton, Renaissance, Hyatt or another national full-service hotel similar to Omni) and is financially capable of operating the Hotel in accordance with the Minimum Hotel Operating Standards set forth in Section 2.3 and [ii] prior execution by the proposed assignee or successor of a written agreement with the Authority under which the proposed assignee or successor agrees to assume all covenants and obligations of Omni. Notwithstanding the foregoing, in the event that Omni elects to finance any portion of the costs of the Hotel with an institutional lender, Omni shall have the right to collaterally assign its interest in the Agreement and other definitive agreements to its lender. Any such collateral assignment and the foreclosure thereon by such lender or a transfer in lieu of foreclosure shall be a permitted assignment. The Authority further agrees to enter into customary modifications to the foregoing restrictions and to agree to customary mortgagee protection provisions for the benefit of Omni's lender and its successors and assigns. Pursuant to Section 4.2, should Omni assign, transfer or otherwise convey any of its rights and obligations in or to the Hotel to another party (other than an Affiliate) under this Agreement, the Payment in Lieu of Taxes shall terminate.

SECTION 10. INDEMNIFICATION.

Omni agrees to defend, indemnify, and hold the Authority, its officers, board members, agents, servants and employees, harmless against any and all claims, lawsuits, actions, costs and expenses of any kind, including, but not limited to, those for property damage or loss (including alleged damage or loss to Omni's business and any resulting lost profits) and/or personal injury, including death, that may relate to, arise out of or be occasioned by [i] Omni's breach or any of the terms or provisions of this Agreement or [ii] any act or omission of Omni or any of its Affiliates, their officers, agents, associates, employees, contractors (other than the Authority) or subcontractors, related to the Hotel, any operations or activities of the Hotel or in any improvements thereon, or to the performance of this Agreement; except that the indemnity provided herein shall not apply to any liability resulting from the sole negligence of the Authority or its officers, board members, agents, employees or separate contractors, and in the event of negligence of both Omni and the Authority or its officers, board members, agents, employees or separate contractors, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Tennessee.

SECTION 11. MISCELLANEOUS.

11.1 Section Headings. The section headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision thereof.

11.2 Independent Contractor. It is expressly understood and agreed that Omni shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the Authority. Omni shall have the exclusive right to control all details and day-to-day operations relative to the Hotel and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Omni acknowledges that the doctrine of *respondeat superior* will not apply as

between the Authority and Omni, its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Omni further agrees that nothing in this Agreement will be considered as the creation of a partnership or joint enterprise between the Authority and Omni.

11.3 Governing Law. This Agreement is to be performed in Davidson County, Tennessee, and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with, governed by and enforced under the laws of the State of Tennessee. Any legal proceedings brought by any Party pursuant to the terms of this Agreement must be filed in the Tennessee State Courts or Federal Courts located in Davidson County, Tennessee.

11.4 Time is of the Essence. Time is of the essence with respect to all of the express conditions contained herein. The Parties acknowledge that failure by any Party to perform its obligations as set forth herein within the time limits stated may materially damage the ability of the other Party to go forward with the Hotel. Subject to delays caused by the failure of another Party to provide approvals or other necessary information on a timely basis or within the time periods specified in this Agreement, or other delays beyond its reasonable control, a Party's failure to timely perform its obligations hereunder shall be considered a breach of this Agreement.

11.5 Attorneys Fees. In the event of any dispute between the Parties hereto involving the covenants or conditions contained in this Agreement or arising out of the subject matter of this Agreement, the prevailing Party shall be entitled to recover reasonable expenses, including attorneys' fees and costs.

11.6 Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than Omni and the Authority and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provisions give any third persons any right of subrogation or action over or against any party to this Agreement.

11.7 Entire Agreement. This Agreement (including the documents referenced herein) constitutes the entire understanding and agreement of the Parties regarding the Hotel, integrates all of the terms and conditions mentioned herein or incidental hereto, supersedes all negotiations or previous agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof, and may be modified or waived only by a separate writing between the Parties expressly modifying or waiving this Agreement.

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

SECTION 12. NOTICES.

Notices given or to be given by the Authority or Omni to the other may be personally served upon the Authority or Omni or any person hereafter authorized by either in writing to

receive such notice or may be served by a reputable national overnight courier addressed to the appropriate address hereinafter set forth or to such other address as the Authority or Omni may hereafter designate by written notice. If served by overnight courier, service will be considered completed and binding on the other Party when placed in the hands of the overnight for delivery to recipient. All notices shall be in writing and shall be made as follows:

To the Authority: Convention Center Authority for the Government of
Nashville and Davidson County
Metropolitan Courthouse
1 Public Square, Suite 106
Nashville, Tennessee 37201
Attention: Chair

With a copy to: Metropolitan Government Finance Department
Metropolitan Courthouse
1 Public Square, Suite 106
Nashville, Tennessee 37201
Attention: Finance Director
E-mail: richard.riebeling@nashville.gov

With a copy to: Charles Robert Bone
Bone McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219
E-mail: crb@bonelaw.com

To Omni: Omni Nashville, LLC
600 East Las Colinas Blvd., Suite 1900
Irving, Texas 75039
Attn: James D. Caldwell
Fax: (214) 283-8514
E-mail: jcaldwell@trholdings.com

With a copy to: Omni Hotels Management Corporation
600 East Las Colinas Blvd., Suite 1900
Irving, Texas 75039
Attn: Michael G. Smith
Fax: (214) 283-8514
E-Mail: msmith@trholdings.com

With a copy to: Winstead PC
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270
Attn: T. Andrew Dow
Fax: (214) 745-5390
E-Mail: adow@winstead.com

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

AUTHORITY:

**CONVENTION CENTER AUTHORITY
OF THE METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY**

By: _____

Name: _____

Title: _____

OMNI:

OMNI NASHVILLE, LLC

By: _____

Name: _____

Title: _____

TRT HOLDINGS, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

[Development Budget]

	800 keys	
	<u>120' Offset from CMHF Scheme</u>	
	<u>ONH Current</u>	<u>\$/Key</u>
Site		
<u>Subtotal</u>	\$ 26,496,040	\$ 33,120
Consultants		
<u>Subtotal</u>	\$ 9,356,500	\$ 11,696
General & Administrative		
<u>Subtotal</u>	\$ 3,785,880	\$ 4,732
Hard Construction		
<u>Subtotal</u>	\$ 194,318,432	\$ 242,898
FFE / OSE		
<u>Subtotal</u>	\$ 25,769,976	\$ 32,212
Other		
<u>Subtotal</u>	\$ 6,165,000	\$ 7,706
Contingency @ 3%		
<u>Subtotal</u>	\$ 7,500,000	\$ 9,375
<u>Total</u>	\$ 273,391,828	\$ 341,740

EXHIBIT B

[Completion and Performance Guaranty - Attached]

EXHIBIT C

[American Automobile Association's criteria for Four-Diamond hotels]

EXHIBIT D

[Room Block Agreement - Attached]

EXHIBIT E

[Intergovernmental Project Agreement (Convention Center Hotel Project) - Attached]

EXHIBIT F

[Tax Agreement - Attached]

EXHIBIT G

[Schedule of Annual Payments]

<u>Payment Date</u>	<u>Annual Payment Amount</u>
7/31/2013	5,500,000
7/31/2014	8,000,000
7/31/2015	9,000,000
7/31/2016	10,000,000
7/31/2017	12,000,000
7/31/2018	12,000,000
7/31/2019	12,000,000
7/31/2020	12,000,000
7/13/2021	12,000,000
7/31/2022	12,000,000
7/31/2023	12,000,000
7/31/2024	12,000,000
7/31/2025	12,000,000
7/31/2026	15,000,000
7/31/2027	15,000,000
7/31/2028	15,000,000
7/31/2029	15,000,000
7/31/2030	15,000,000
7/31/2031	15,000,000
7/31/2032	15,000,000

The payment dates reflected above (the "Payment Dates"), including the first date of July 31, 2013, are estimated dates. The first Annual Payment shall be made by the Authority on or before the last day of the month following the month in which the Hotel opens for business (including the renting of rooms) to the public. Each subsequent Annual Payment shall be made on the anniversary of the first Annual Payment. Regardless of the ultimate determination of the Payment Dates hereunder, neither the Annual Payment Amounts nor the present value will be recalculated.

For example and illustration purposes only: Should the Hotel be completed on June 30, 2013, the first Annual Payment of \$5,500,000 will be due on July 31, 2013, and each of the subsequent nineteen (19) Annual Payments will be due on July 31st of each year thereafter. Should the Hotel be completed on September 15, 2013, the first Annual Payment of \$5,500,000 will be due on October 31, 2013, and each of the subsequent nineteen (19) Annual Payments will be due on October 31st of each year thereafter.

**INTERGOVERNMENTAL PROJECT AGREEMENT
(CONVENTION CENTER HOTEL PROJECT)**

This Agreement is made and entered into as of the ___ day of _____, 2010, by and between The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") and The Convention Center Authority of The Metropolitan Government of Nashville and Davidson County (the "Authority").

WITNESSETH:

WHEREAS, the Metropolitan County Council of the Metropolitan Government (the "Metropolitan Council") has determined that the construction of a new downtown convention center and related facilities (the "Convention Center") on property located within the Capitol Mall Redevelopment District will encourage and foster economic development and prosperity for the Metropolitan Government; and

WHEREAS, pursuant to Chapter 89, Title 7 of the Tennessee Code Annotated (the "Act"), the Metropolitan Council has created the Authority for the purpose of exercising all powers granted to a convention center authority by the Act, including, without limitation, the financing, constructing and operating of the Convention Center; and

WHEREAS, pursuant to the Act, the Metropolitan Council is authorized to aid or otherwise provide assistance to the Authority, for such term or terms and upon such conditions as may be determined by resolution of the Metropolitan Council, by granting, contributing or pledging revenues of the Metropolitan Government to or for the benefit of the Authority; and

WHEREAS, the Metropolitan Council has previously entered into an Intergovernmental Project Agreement with the Authority dated as of February 1, 2010, to facilitate the Authority's financing of the acquisition and construction of the Convention Center (the "Convention Center Intergovernmental Project Agreement"); and

WHEREAS, the Convention Center Intergovernmental Project Agreement provided that the Metropolitan Government was making available to the Authority the following revenues to facilitate the Authority's financing of the acquisition and construction of the Convention Center and the issuance by the Authority of up to \$250,000,000 of its Tourism Tax Revenue Bonds, Series 2010A (the "Series 2010A Bonds") and up to \$450,000,000 of the Authority's Subordinate Tourism Tax Revenue Bonds, Series 2010B (the "Series 2010B Bonds"):

- (1) 3% of the 6% Hotel/Motel Tax authorized by Section 7-4-102 of the Tennessee Code Annotated and Section 5.12.020 of the Metropolitan Code, less that portion of such tax required to be deposited to the Metropolitan Government General Fund pursuant to Section 7-4-102(b)(3) and Section 7-4-110(f) of the Tennessee Code Annotated (the "Hotel/Motel Tax Revenues"); and
- (2) \$2.00 of the \$2.50 Hotel Room Occupancy Tax authorized by Section 7-4-202 of the Tennessee Code Annotated and Section 5.12.120 of the Metropolitan Code (the "Room Occupancy Tax Revenues"); and

- (3) The entire \$2.00 Contracted Vehicle Tax authorized by Section 7-4-203 of the Tennessee Code Annotated and Section 5.16.130 of the Metropolitan Code (the "Airport Ground Transportation Tax Revenues"); and
- (4) The entire 1% Rental Vehicle Surcharge Tax authorized by Section 67-4-1908 of the Tennessee Code Annotated and Section 5.32.190 of the Metropolitan Code (the "Rental Car Tax Revenues"); and
- (5) the allocation of state and local sales and use taxes relating to sales made in the tourism development zone in the area projected to be affected by the development of the Convention Center as approved the State Building Commission on November 12, 2009, all in accordance with Section 7-88-101 *et seq.* of the Tennessee Code Annotated (the "TDZ Revenues"); and
- (6) an amount equal to the state and local tax revenue derived under Title 67, Chapter 6 of the Tennessee Code Annotated from the sale of admission, parking, food, drink and any other things or services subject to tax under such chapter, if such sales occur on the premises of the Convention Center or on the premises of one or two convention center hotels approved by the State Department of Finance and Administration in accordance with Title 67, Chapter 6 of the Tennessee Code Annotated (the "MCCA Redirect Revenues").

WHEREAS, the Hotel/Motel Tax Revenues, the Room Occupancy Tax Revenues, the Airport Ground Transportation Tax Revenues, the Rental Car Tax Revenues, the TDZ Revenues and the MCCA Redirect Revenues are herein referred to collectively as the "Tourism Tax Revenues"; and

WHEREAS, the Convention Center Intergovernmental Project Agreement further provided that to enhance the marketability of the Series 2010B Bonds and thereby reduce the interest costs thereon, the Metropolitan Government would make certain Non-Tax Revenues (as defined and described hereinbelow) available to the Authority for the payment of debt service on the Series 2010B Bonds in the event the Tourism Tax Revenues and other funds are insufficient therefor; and

WHEREAS, in order to further implement the public purposes enumerated in the Act, the Authority desires to create certain economic and public benefits for the Metropolitan Government and to enhance the Convention Center by facilitating the development of a premier headquarters hotel and related facilities (the "Hotel") by Omni Nashville, LLC, a Delaware limited liability company ("Omni") on two tracts of land consisting of approximately 3.327 acres located adjacent to the Convention Center (the "Hotel Site") for the purposes, among others, of (i) attracting additional convention and tradeshow business which require large quantities of hotel room bookings and stays; (ii) generating increased tourism; (iii) enhancing the financial coverage for the Series 2010A Bonds and the Series 2010B Bonds; (iv) increasing the MCCA Redirect Revenues pledged to the Authority pursuant to the Convention Center Intergovernmental Project Agreement; (v) providing increased employment opportunities for citizens of Davidson County and the Nashville Metropolitan Statistical Area; and (vi) providing

increased opportunities for small, minority-owned, women-owned business enterprises and local businesses; and

WHEREAS, in order to further implement the public purposes enumerated in the Act and in furtherance thereof to induce Omni to design, construct, finance and operate the headquarters hotel and related facilities on the Hotel Site, the Authority has entered into a Development and Funding Agreement with Omni, dated October __, 2010 (the "Development and Funding Agreement") which provides that Omni will receive certain tax abatements and financial incentives, including tax increment loan proceeds and annual payments for a period of twenty (20) years payable from the Tourism Tax Revenues received by the Authority pursuant to the Convention Center Intergovernmental Project Agreement (each an "Annual Payment"), to be further secured by a pledge of certain Non-Tax Revenues (as defined and described hereinbelow) pursuant to this Agreement; and

WHEREAS, in order to further implement the public purposes enumerated in the Act and in furtherance thereof to establish an obligation by Omni to hold certain blocks of rooms in the Hotel available in connection with certain city-wide events that will utilize space within the Convention Center, the Authority has entered into a Room Block Agreement with Omni, dated October __, 2010 (the "Room Block Agreement"); and

WHEREAS, the Metropolitan Council now desires to facilitate the development of the Hotel by Omni to be constructed and operated in accordance with the terms of the Development and Funding Agreement and the Room Block Agreement; and

WHEREAS, it is deemed necessary and desirable by the Metropolitan Council and the Board of Directors of the Authority that the parties enter into an agreement addressing the pledging of certain Non-Tax Revenues (as defined and described hereinbelow) and for the purpose of establishing the other agreements and rights of the parties hereunder.

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

1. Duties of the Metropolitan Government. The Metropolitan Government covenants and agrees as follows:

(a) The Convention Center Intergovernmental Project Agreement provides that the Authority will deposit the Tourism Tax Revenues received from the Metropolitan Government to the Revenue Fund established in the Series 2010A Indenture as defined in the Convention Center Intergovernmental Project Agreement, and such Tourism Tax Revenues will be used to pay debt service on the Series 2010A Bonds and to maintain a debt service reserve fund for the Series 2010A Bonds, all in accordance with the Series 2010A Indenture. The Convention Center Intergovernmental Project Agreement further provides that following application of such Tourism Tax Revenues as provided in the Series 2010A Indenture, the Authority will transfer the remaining Tourism Tax Revenues to the Revenue Fund established in the Series 2010B Indenture as defined in the Convention Center Intergovernmental Project Agreement (the "Series 2010B Revenue Fund"). The Convention Center Intergovernmental

Project Agreement further provides that moneys in the Series 2010B Revenue Fund, including any remaining Tourism Tax Revenues and Convention Center operating revenues, will be used first to pay Convention Center operating expenses, then to pay debt service on the Series 2010B Bonds; then to maintain a reserve fund for the Series 2010B Bonds; and then deposited to a surplus revenue fund (the "Surplus Revenue Fund"). The Convention Center Intergovernmental Project Agreement further provides that notwithstanding the foregoing, if at any time there are no obligations outstanding under the Series 2010A Indenture, then the Metropolitan Government will transfer Tourism Tax Revenues first to the Revenue Fund established under the Series 2010B Indenture for so long as there are obligations outstanding under the Series 2010B Indenture.

(b) The funds in the Surplus Revenue Fund shall be used by the Authority to the extent permitted by applicable law to fund the Annual Payment payable to Omni pursuant to the Development and Funding Agreement plus any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement. If the available funds in the Surplus Revenue Fund are insufficient to fund the Annual Payment plus any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement, the Metropolitan Government hereby pledges and agrees to transfer to the Authority for deposit into the Surplus Revenue Fund the Non-Tax Revenues at such times and in such amounts necessary to cure the deficiency.

(c) The Metropolitan Government's pledge of Non-Tax Revenues hereunder is subject and subordinate to the prior pledge of such Non-Tax Revenues in favor of The Sports Authority of the Metropolitan Government's (the "Sports Authority's") Taxable Public Improvement Revenue Bonds, Series 1998 (Arena Project) (the "1998 Sports Authority Bonds") and Public Improvement Revenue Bonds, Series 2004 (Stadium Project) (the "2004 Sports Authority Bonds") and the Authority's Series 2010B Bonds, and any bonds issued on a parity with the 1998 Sports Authority Bonds, the 2004 Sports Authority Bonds, or the Series 2010B Bonds.

(d) As used herein, the term "Non-Tax Revenues" shall mean all income and revenues of the Metropolitan Government which according to generally accepted accounting principles promulgated by the Governmental Accounting Standards Board and normal and customary accounting practices of the Metropolitan Government are deposited to and become assets of the General Services District General Fund of the Metropolitan Government, derived from any source other than income and revenues derived from the exercise by the Metropolitan Government of its powers to levy and collect taxes of any kind. The term "Non-Tax Revenues" does not include: ad-valorem property taxes; sales taxes; State-shared taxes; revenues of any agency or instrumentality of the Metropolitan Government; revenues which according to generally accepted accounting principles promulgated by the Governmental Accounting Standards Board and the normal and customary accounting practices of the Metropolitan Government, are deposited to and become assets of any proprietary fund or enterprise fund of the Metropolitan Government; payments made by the Department of Water and Sewerage Services of the Metropolitan Government in lieu of ad valorem taxes pursuant to Resolution No. R96-177 adopted by the Metropolitan County Council on February 29, 1996; lease payments payable to the Metropolitan Government from the stadium currently known as L.P. Field; parking revenues

from the parking lots surrounding L.P. Field; or ticket surcharge revenues collected by the Metropolitan Government or the Sports Authority from patrons of the Sports Authority's downtown arena currently known as the Bridgestone Arena.

(e) The Metropolitan Government authorizes the Authority to pledge its rights under this Agreement and to the Tourism Tax Revenues and the Non-Tax Revenues, as security for its obligation to make the Annual Payments pursuant to the Development and Funding Agreement plus any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement.

(f) For so long as the Authority remains obligated to make any Annual Payments pursuant to the Development and Funding Agreement or pay any interest pursuant to Section 4.4 of the Development and Funding Agreement, the Metropolitan Government will transfer the Tourism Tax Revenues and the Non-Tax Revenues (to the extent required) to the Authority as described herein and will not repeal or amend the ordinances authorizing the collection of the Tourism Tax Revenues in such a manner as to reduce the amount of Tourism Tax Revenues payable to the Authority pursuant to the Convention Center Intergovernmental Project Agreement or this Agreement.

(g) For so long as the Authority remains obligated to make any Annual Payments pursuant to the Development and Funding Agreement or pay any interest pursuant to Section 4.4 of the Development and Funding Agreement, the Metropolitan Government will not issue or incur, or permit to be issued or incurred, any indebtedness payable from or secured by a pledge of or lien on any of the Non-Tax Revenues ("Additional Secured Indebtedness"), nor will it pledge any of the Non-Tax Revenues or create a lien on or security interest in any of the Non-Tax Revenues to secure the indebtedness or obligation of the Metropolitan Government, the Authority, or any other entity, unless all the following conditions are met, in which case such Additional Secured Indebtedness may be issued on subordinate basis with respect to any Annual Payment:

(A) the Authority and the Metropolitan Government shall be in substantial compliance with all of the covenants, agreements and terms of the Development and Funding Agreement and this Agreement; and

(B) following the issuance of such Additional Secured Indebtedness or the creation of such lien, pledge or security interest, the total amount of Non-Tax Revenues collected by the Metropolitan Government during the most recently concluded fiscal year of the Metropolitan Government equals or exceeds two and one-half (2½) times the maximum amount of any debt service payable on the 1998 Sports Authority Bonds, the 2004 Sports Authority Bonds, or the Series 2010B Bonds, any Annual Payment payable during any calendar year with respect to Development and Funding Agreement and any Additional Secured Indebtedness.

Notwithstanding the foregoing, the limitations in this Section 1(g) shall not apply to any obligations issued on a parity with the 1998 Sports Authority Bonds, the 2004 Sports Authority Bonds, or the Series 2010B Bonds (the "Parity Obligations"); so long as such Parity Obligations meet the requirements for the issuance of parity obligations under their respective indentures,

and, with the exception of refunding Parity Obligations that reduce debt service or completion bonds issued pursuant to Section 3.02(d) of the Series 2010B Indenture, following the issuance of such Parity Obligations the total amount of Non-Tax Revenues collected by the Metropolitan Government during the most recently concluded fiscal year of the Metropolitan Government equals or exceeds two and one-half (2½) times the maximum amount of any debt service payable on the 1998 Sports Authority Bonds, the 2004 Sports Authority Bonds, or the Series 2010B Bonds, any Annual Payment payable during any calendar year with respect to Development and Funding Agreement, any Additional Secured Indebtedness and the Parity Obligations.

(h) The Metropolitan Government agrees not to seek reimbursement from the Authority for any payments of the Non-Tax Revenues made by the Metropolitan Government for debt service on the Series 2010B Bonds unless the budget for the Convention Center for the period encompassing the next scheduled Annual Payment, plus any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement, reflects that such reimbursement would not impair the ability of the Authority to make the next scheduled Annual Payment, plus any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement, from amounts on deposit in the Surplus Fund.

2. Duties of the Authority. The Authority covenants and agrees as follows:

(a) The Authority will cause the construction of the Hotel to be undertaken and completed by Omni in accordance with the terms of the Development and Funding Agreement.

(b) The Authority will cause the Hotel to be operated by Omni in accordance with the terms of the Development and Funding Agreement and the Room Block Agreement.

(c) The Authority will deposit the Tourism Tax Revenues received from the Metropolitan Government to the Revenue Fund established in the Series 2010A Indenture for application as provided therein. The Authority will deposit any Tourism Tax Revenues remaining after application pursuant to the Series 2010A Indenture, together with Convention Center operating revenues to the Revenue Fund established in the Series 2010B Indenture for application as provided therein. The Authority will utilize moneys in the Series 2010B Revenue Fund, including any remaining Tourism Tax Revenues and Convention Center operating revenues, to first to pay Convention Center operating expenses, then to pay debt service on the Series 2010B Bonds; then to maintain a reserve fund for the Series 2010B Bonds; and then any remaining funds shall be deposited into the Surplus Revenue Fund.

(d) After the Authority has made any payments from the Surplus Revenue Fund as required by the Series 2010B Indenture, with the exception of reimbursement to the Metropolitan Government for any payments of the Non-Tax Revenues made by the Metropolitan Government for debt service on the Series 2010B Bonds which shall be paid pursuant to Section 1(h), the Authority shall utilize the funds in the Surplus Revenue Fund to pay to Omni the Annual Payment pursuant to the Development and Funding Agreement on the date provided in on Exhibit G to the Development and Funding Agreement (the "Annual Payment Date"), plus any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement. In the event the funds in the Surplus Revenue Fund are insufficient at the close of

business on the twentieth (20th) day prior to such Annual Payment Date to pay the Annual Payment coming due on such Annual Payment Date plus any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement, the Authority shall immediately notify the Metropolitan Government of such event and the amount of such insufficiency that exists in the Surplus Revenue Fund. Upon being so notified by the Authority of the deficiency, the Metropolitan Government shall deposit with the Authority an amount of Non-Tax Revenues equal to such insufficiency no later than one (1) Business Day prior to such Annual Payment Date. The Authority shall establish a Non-Tax Revenues Account within the Surplus Revenue Fund. Immediately upon receipt of such funds from the Metropolitan Government, the Authority shall deposit such Non-Tax Revenues into the Non-Tax Revenues Account of the Surplus Revenue Fund and shall use such funds on the next Annual Payment Date, along with all other funds on deposit in the Surplus Revenue Fund, to pay the Annual Payment coming due on such Annual Payment Date plus any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement. In the event other funds become available to the Authority to pay the Annual Payment on such Annual Payment Date plus any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement and all or a portion of the funds in the Non-Tax Revenues Account in the Surplus Revenue Fund are not applied to the payment of the Annual Payment and any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement, then, the Authority shall transfer such unused Non-Tax Revenues back to the Metropolitan Government not later than the Business Day next following the Annual Payment Date.

(e) The Authority will utilize any excess funds in the Surplus Revenue Fund, after the payment of the Annual Payment payable pursuant to the Development and Funding Agreement and any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement, and after payment of any reimbursement of the Metropolitan Government for any payments of the Non-Tax Revenues made by the Metropolitan Government for debt service on the Series 2010B Bonds, to repay the Metropolitan Government for any amounts of Non-Tax Revenues used to pay any Annual Payment payable pursuant to the Development and Funding Agreement and any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement; provided however no reimbursement of the Metropolitan Government shall be required unless the budget for the Convention Center for the period encompassing the next scheduled Annual Payment plus any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement reflects that such reimbursement would not impair the ability of the Authority to make the next scheduled Annual Payment plus any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement from amounts on deposit in the Surplus Fund.

3. Term.

(a) The duties and responsibilities of the parties hereunder shall commence as of the date hereof and shall continue until the Annual Payments payable pursuant to the Development and Funding Agreement and any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement are paid in full.

(b) Notwithstanding anything to the contrary herein, termination of this Agreement shall not be permitted if such termination would impair in any way the ability or capacity of any of the parties hereto to fully and timely fulfill its obligations under any contract or agreement with any third party, including the holder or owner of any notes, bonds or other indebtedness described herein.

4. Default. Subject to Section 3(b) above, in the event any of the parties hereto shall fail to perform any of its obligations hereunder or shall become unable to perform by reason of bankruptcy, insolvency, receivership or other similar event, then the non-defaulting party, so long as said party is not itself in default hereunder, may seek specific performance, mandamus or other extraordinary relief to compel the defaulting party to perform hereunder.

5. Additional Hotel Financing and Room Block Agreements. For a period of seventy-eight (78) months from the Completion Date of the Hotel, the Authority and the Metropolitan Government agree that they will neither acquire, commence development of, issue debt for, provide other incentives in support of, or otherwise own another hotel in excess of four hundred (400) rooms and within a one (1) mile radius of the Convention Center. For purposes of this Agreement "Completion Date" shall have the meaning ascribed to that term in the Development and Funding Agreement. Notwithstanding the foregoing provisions, neither the Authority nor the Metropolitan Government (including its governmental agencies such as the Industrial Development Board and the Metropolitan Development and Housing Agency) shall be prohibited from providing property tax abatements or tax increment financing funded only with the property tax increment generated by the proposed development to another hotel at any time and within any distance from the Convention Center, or from entering into a room block commitment agreement for the Convention Center that is subordinate in all respects to the Hotel's room block commitment contained in the Room Block Agreement. In the event that either the Development and Funding Agreement or the Room Block Agreement are terminated prior to the expiration of seventy-eight (78) months from the Completion Date of the Hotel, then the limitations agreed to in this Section 5 by the Authority and the Metropolitan Government shall be of no further force and effect.

6. Establishment of Funds. The Authority and the Metropolitan Government agree to establish such other funds and accounts as shall be determined necessary and advisable by the Director of Finance and the Chairman of the Authority to account for and manage the revenues and receipts described herein and provide for the payment of the costs of operating, maintaining and repairing the Convention Center and paying the Annual Payments pursuant to the Development and Funding Agreement and any interest payable by the Authority pursuant to Section 4.4 of the Development and Funding Agreement.

7. Severability. If a court of competent jurisdiction or an arbitrator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

9. Entire Agreement. This Agreement contains the entire understanding among the parties with respect to the matters contained herein, and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. Notwithstanding the foregoing, to the extent this Agreement or any of the terms hereof shall conflict with the terms of any of the other documents or agreements referenced herein, the terms of said documents or agreements shall control.

10. Headings. The paragraph headings are inserted only as a matter of convenience and for references and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

11. Authorized Representatives. Any action required of or permitted to be taken pursuant to this Agreement by any of the parties hereto may be performed by an authorized representative of the respective party without further action by the governing body of such party.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: _____
Karl Dean
Metropolitan Mayor

ATTEST:

By: _____
Marilyn S. Swing
Metropolitan Clerk

APPROVED AS TO AVAILABILITY OF FUNDS
BY:

Richard Riebeling
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

THE CONVENTION CENTER AUTHORITY OF
THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: _____
Chairman

ATTEST:

By: _____
Secretary

COMPLETION AND PERFORMANCE GUARANTY

In consideration of entering into that certain Development and Funding Agreement (as same may be amended from time to time, the "Agreement") dated as of October ____, 2010, between the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County ("Authority") and Omni Nashville, LLC, a Delaware limited liability company ("Omni"), relating to the development of a hotel and a parking garage (collectively, the "Project") located in Nashville, Tennessee and more specifically described in the Agreement, TRT Holdings, Inc. (the "Guarantor") hereby unconditionally guarantees the timely completion of Omni's construction obligations under the Agreement and relative to the Project and payment of all of Omni's costs and monetary obligations associated with construction of the Project at no cost to the Authority (collectively, the "Guaranteed Obligations" and each a "Guaranteed Obligation"). Guarantor further promises to pay all of Authority's costs and expenses (including reasonable attorneys' fees) incurred in endeavoring to enforce the Guaranteed Obligations or incurred in enforcing this Guaranty, which costs and expenses are included in the term "Guaranteed Obligations".

1. If the Authority enforces this Completion and Performance Guaranty (this "Guaranty") against Guarantor for any Guaranteed Obligation and Guarantor is timely performing such Guaranteed Obligation hereunder, then, notwithstanding any provision of the Agreement to the contrary, the Authority may not terminate the Agreement and may not reduce the amount of any payments under the Agreement on account of Omni's failure to timely complete or pay all costs associated with construction of the Project.

2. Authority may at any time and from time to time, without notice to or consent by Guarantor, take any or all of the following actions without affecting or impairing the liability and obligations of Guarantor under this Guaranty:

- (a) grant an extension or extensions of time for performance of any Guaranteed Obligation or otherwise amend or modify the Agreement or the Project;
- (b) grant an indulgence or indulgences in the performance of any Guarantee Obligation;
- (c) accept other guarantees or guarantors; and/or
- (d) release any person primarily or secondarily liable hereunder or under the Agreement or under any other guaranty.

The liability of Guarantor under this Guaranty will not be affected or impaired by any failure or delay by Authority in enforcing the Guaranteed Obligation or this Guaranty or any security therefor or in exercising any right or power in respect thereto, or by any compromise, waiver, settlement, change, subordination, modification or disposition of the Guaranteed Obligation or of any security therefore, or by any bankruptcy, liquidation, reorganization, winding-up, or similar proceeding with respect to Omni. In order to hold Guarantor liable

hereunder, there will be no obligation on the part of Authority, at any time, to resort to Omni or to any other guaranty or to any security or other rights and remedies for performance, and Authority will have the right to enforce this Guaranty irrespective of whether or not other proceedings or actions are pending or being taken seeking resort to or realization upon or from any of the foregoing. Omni's and Guarantor's liability for the Guaranteed Obligations is joint and several.

3. This Guaranty is a guaranty of performance and payment, not collection. Guarantor waives all diligence in collection or in protection of any security, presentment, protest, demand, notice of dishonor or default, notice of acceleration or intent to accelerate, notice of acceptance of this Guaranty, notice of any extensions granted or other action taken in reliance hereon and all demands and notices of any kind in connection with this Guaranty or any Guaranteed Obligation.

4. Guarantor hereby acknowledges full and complete notice and knowledge of all the terms, conditions, covenants, obligations and agreements relating to the construction of the Project set forth in the Agreement.

5. This Guaranty will be continuing, absolute and unconditional and will remain in full force and effect until all Guaranteed Obligations are performed and all obligations under this Guaranty are fulfilled and shall extend to any assignment or other transfer of Omni's interest under the Agreement, whether or not Guarantor consented thereto.

6. This Guaranty will be governed by and construed according to the laws of the State of Tennessee. The situs for the resolution (including any judicial proceedings) of any disputes arising under or relating to this Guaranty will be the jurisdiction where the Project is located.

7. Authority and Guarantor intend and believe that each provision of this Guaranty comports with all applicable law. However, if any provision of this Guaranty is found by a court to be invalid for any reason, the remainder of this Guaranty will continue in full force and effect and the invalid provision will be construed as if it were not contained herein, and if such a finding reduces or eliminates any benefit to Authority hereunder, the Authority and Guarantor will mutually work together in good faith to amend this Guaranty promptly so that the full intended benefit to the Authority provided hereunder is restored.

8. This Guaranty and Guarantor's liability hereunder is only related to the Guaranteed Obligations and nothing set forth herein shall be deemed to impose on Guarantor any liability or obligation to guaranty the performance of any other obligations or covenants of Omni under the Agreement or under any other agreement entered into between the Authority and Omni.

9. This Guaranty will terminate, and Guarantor will be released from all liability hereunder relating thereto, when the Project's hotel is open for business (including the renting of rooms) to the public and all Guaranteed Obligations have been completed, paid in full, or otherwise extinguished and released.

10. If, during the term of this Guaranty, Guarantor's net worth, as shown on Guarantor's statement of its shareholder equity determined in accordance with generally accepted accounting principles consistently applied, decreases to an amount equal to Three Hundred Million Dollars (\$300,000,000.00) or less, the Authority may require Guarantor to obtain payment and performance bonds in form reasonably acceptable to the Authority to secure the construction of and full payment for construction of the Project, by delivering written notice to Guarantor. Within thirty (30) days after receipt of such notice, Guarantor shall cause such bonds to be delivered to the Authority. If Guarantor has not delivered such bonds to the Authority within such time period, Authority may obtain such bonds on Guarantor's behalf, the cost of which will become a Guaranteed Obligation; provided, however, before obtaining such bonds, the Authority must first meet and consult with Guarantor to determine the status of Guarantor's efforts in obtaining the bonds. If Guarantor delivers the bonds as required by this Paragraph 10, Guarantor shall be released of all further liability under this Guaranty with respect to the Guaranteed Obligations. The Authority shall have the right, no more often than once per calendar quarter, to verify the net worth of Guarantor by requesting an updated copy of Guarantor's statement of its shareholder equity determined in accordance with generally accepted accounting principles consistently applied and a quarterly compliance certificate attesting to Guarantor's compliance within such minimum net worth covenant.

11. Guarantor acknowledges that its undertakings hereunder are given in consideration of the Authority's execution and delivery of the Agreement and that the Authority would not have executed the Agreement without the concurrent execution and delivery of this Guaranty.

12. This Guaranty contains the entire agreement of Guarantor with respect to the subject matter hereof and all prior oral and written discussions and all contemporaneous oral discussions and agreements with respect to the subject matter hereof are hereby superseded and replaced by this Guaranty, and this Guaranty may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and the Authority.

[Signature page follows.]

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty this ____ day of _____, 2010.

GUARANTOR:

TRT HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

GUARANTOR'S ADDRESS:

TRT Holdings, Inc.
600 East Las Colinas Blvd.
Suite 1900
Irving, Texas 75062
Attn: President

**TAX AGREEMENT
(OMNI NASHVILLE, LLC)**

This **TAX AGREEMENT** (the "Agreement") is made and entered into as of the ___ day of _____, 2010, by and between **THE INDUSTRIAL DEVELOPMENT BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Board"), a public, nonprofit corporation organized and existing under and by virtue of the laws of the State of Tennessee; and **OMNI NASHVILLE, LLC**, a Delaware limited liability company ("Omni").

WITNESSETH:

WHEREAS, The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") is vitally interested in the economic welfare of its citizens and wishes to provide the necessary leadership to enhance this area's capabilities for growth and development; and

WHEREAS, the Metropolitan Government has established the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (the "Authority") pursuant to Title 7, Chapter 89, Part 1, Tennessee Code Annotated, as amended (the "Convention Center Authorities Act"), to, among other things, construct convention center facilities along with associated hotel accommodations in order to promote and further develop tourism, convention and employment opportunities and thereby provide a means to attract conventions, public assemblies, conferences, trade exhibitions or other business, social, cultural, scientific and public interest events, enhance the Metropolitan Government's image as a convention destination, and encourage and foster economic development and prosperity and employment; and

WHEREAS, in order to implement the public purposes enumerated in the Convention Center Authorities Act, the Authority has undertaken the construction of a new convention center (the "Music City Center"), to be owned and operated by the Authority; and

WHEREAS, in order to further implement the public purposes enumerated in the Convention Center Authorities Act, the Authority has entered into a Preliminary Development Agreement (the "Preliminary Development Agreement") with Omni regarding the process the parties will follow to reach certain definitive agreements governing the development by Omni of a premier headquarters hotel, to be operated to AAA's Four Diamond Standard, for the Music City Center, with a minimum of 800 rooms, restaurants, an exercise facility, pool, business facility and other supporting facilities and amenities necessary for a full-service hotel and additional ballroom and meeting space (collectively the "Hotel"); and

WHEREAS, the Preliminary Development Agreement provides that the Hotel is intended to include a structured parking facility with approximately 560 parking spaces and certain public areas (along with the Hotel referred to as the "Hotel Project"); and

WHEREAS, the Authority anticipates that the proposed Hotel Project will have an estimated total development cost in excess of \$250 million and will be constructed on two tracts of land located within the Downtown Central Business Improvement District established pursuant to Ordinance No. BL2007-1312 (the “Hotel Site”); and

WHEREAS, the Preliminary Development Agreement further provides that the Authority and Omni will enter into a Room Block Agreement whereby Omni will agree to reserve specific percentages of the Hotel’s blocks of rooms for specific periods of time for users/attendees of the Music City Center (the “Room Block Agreement”); and

WHEREAS, the Authority anticipates that the Hotel Project will benefit the residents of Davidson County by creating a significant number of jobs during the construction phase and upon completion of the construction of the Hotel Project, hire a minimum of 300 full-time equivalent jobs to operate the Hotel Project; and

WHEREAS, the provision of jobs to area citizens by local business is both necessary and vital to the economic well-being of the Metropolitan Government; and

WHEREAS, pursuant to the Industrial Development Corporations Act, currently codified at Tenn. Code Ann. § 7-53-101 through 314 (such act, as heretofore or hereafter amended, the “Industrial Development Act”), the General Assembly of the State of Tennessee (the “General Assembly”) has authorized the incorporation of public corporations known as “industrial development boards” in municipalities in the State of Tennessee (the “State”); and

WHEREAS, the Board has been duly organized and incorporated in compliance with the Industrial Development Act; and

WHEREAS, the General Assembly has found and declared in the Industrial Development Act that the Board is performing a public function on behalf of The Metropolitan Government of Nashville and Davidson County (the “Metropolitan Government”) and that the Board is a public instrumentality of the Metropolitan Government; and

WHEREAS, the Supreme Court of Tennessee (the “Supreme Court”) has found that the Board is an agency or instrumentality of the Metropolitan Government; and

WHEREAS, the Industrial Development Act expressly incorporates by reference the statement of public policy set forth in Section 3 of Chapter 209 of the Public Acts of 1955; and

WHEREAS, Chapter 209 of the Public Acts of 1955 states that the declared purpose of the Industrial Development Act is to do that which the State welfare demands and that which the State public policy requires to alleviate the problems of unemployment, to raise family income, to provide a means by which the citizens of the community may promote and develop industry in their area so as to obtain a balanced economic development highly essential to the welfare of the State, and to promote the development of commercial, industrial, agricultural and manufacturing enterprises by the several municipalities so as to be given local benefits peculiar to each and general benefits to the entire State; and

WHEREAS, the General Assembly also has declared that the purposes of the Industrial Development Act include maintaining and increasing employment opportunities by promoting industry, trade, and commerce by inducing manufacturing, industrial, financial, service, and commercial enterprises to locate or remain in the State; and

WHEREAS, the Board is empowered pursuant to the Industrial Development Act to acquire, whether by purchase, exchange, gift, lease or otherwise, and to improve, maintain, equip and furnish, "projects" (as defined in the Industrial Development Act), and to lease such projects to others; and

WHEREAS, Tenn. Code Ann. § 7-53-101(13)(B)(i) provides that a "project" includes a hotel, including any conference or convention center facilities related to such hotel, that is located within an area that could provide substantial sources of tax revenues or economic activity to the municipality; and

WHEREAS, pursuant to Tenn. Code Ann. § 7-53-305, all properties owned by the Board are exempt from ad valorem taxation in the State of Tennessee; and

WHEREAS, to induce Omni to acquire the Hotel Site and construct, equip and operate the Hotel Project, the Board will undertake to cause Omni to acquire the Hotel Site and construct the Hotel Project on the Hotel Site (the land and building being referred to as the "Facility"), and to cause Omni to equip the Hotel Project with such furniture, fixtures and equipment as it needs or desires for its operations (the "Equipment"), which Facility is to be owned by the Board and leased by the Board to Omni pursuant to a certain Facility Lease Agreement (the "Facility Lease"), and which Equipment is to be owned by the Board and leased by the Board to Omni pursuant to a certain Equipment Lease Agreement (the "Equipment Lease"); and

WHEREAS, the Board is authorized by law and has deemed it necessary to acquire the Facility and acquire the Equipment (the Facility and the Equipment being sometimes referred to as the "Hotel Project") as aforesaid, which acquisition has occurred of even date herewith; and

WHEREAS, pursuant to Tenn. Code Ann. § 7-53-305(b), the Metropolitan County Council (the "Council") has adopted Ordinance No. BL2010-764, delegating to the Board the authority to negotiate and accept from Omni payments in lieu of ad valorem taxes with respect to the Facility and the Equipment encompassing the Hotel Project; and

WHEREAS, the Board and Omni now desire to enter into this Agreement with respect to the payment of ad valorem and in lieu of ad valorem taxes with respect to the Facility and the Equipment encompassing the Hotel Project.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, it is agreed as follows:

1. **In Lieu of Tax Payments.** Omni shall make or caused to be made with respect to the property leased under the Facility Lease and the Equipment Lease, in addition to any and all other payments required under such leases, in lieu of ad valorem tax payments to the Metropolitan Government (the "In Lieu of Tax Payments"), as follows:

(a) For the purposes of this Agreement, the In Lieu of Tax Payments shall begin on January 1 following the acquisition of the Hotel Site by Omni and shall continue for twenty (20) full years thereafter (the "PILOT Period"). During the PILOT Period, the In Lieu of Tax Payments for each year beginning January 1 and ending December 31 shall be 37.5% of the amount of the Applicable Ad Valorem Taxes for each such year which shall be paid to the Metropolitan Government. Prior to the PILOT Period and following the PILOT Period, the In Lieu of Tax Payments shall be 100% of the Applicable Ad Valorem Taxes for such years which shall be paid to the Metropolitan Government. In the event that either (i) the Room Block Agreement is terminated as a result of a default by Omni prior to the end of the PILOT Period, or (ii) Omni assigns, transfers or otherwise conveys prior to the end of the PILOT Period any of its rights and obligations in or under the Facility Lease or the Equipment Lease except to an Affiliate, then the PILOT Period shall terminate as of the date of any such termination of the Room Block Agreement or the date of the assignment, transfer or conveyance any of Omni's rights and obligations in or under the Facility Lease or the Equipment Lease except to an Affiliate.

(b) The term "Affiliate" shall mean any corporation, limited liability company or partnership or other entity which shall control Omni, which is more than fifty percent (50%) owned by TRT Holdings, Inc., a corporation organized under the laws of the State of Delaware ("TRT Holdings"), which is controlled by TRT Holdings or which is under the common control with TRT Holdings.

(c) The term "Applicable Ad Valorem Taxes" shall mean any ad valorem taxes that, but for ownership of the Project by the Board, would have been due and payable to the Metropolitan Government pursuant to Tenn. Code Ann. § 67-5-102 and Tenn. Code Ann. § 67-5-103 with respect to the Facility and with respect to the Equipment.

(d) Notwithstanding the foregoing, the In Lieu of Tax Payments for such calendar year shall be reduced by the amount of ad valorem taxes for such year actually paid by Omni by reason of Omni's leasehold interest in the Facility.

2. Permitted Contests. It is agreed and understood that Omni, or any other person (a "Contesting Party"), may, in good faith at its own expense, contest the Applicable Ad Valorem Taxes, or the amount of any In Lieu of Tax Payments based thereon, after giving notice of its intention to do so to the Board. In the event of any such contest, the Contesting Party may permit the In Lieu of Tax Payments so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Board shall notify the Contesting Party, that by non-payment the Hotel Project, or any part thereof, may be imminently subject to loss or forfeiture, in which event such taxes, In Lieu of Tax Payments, assessments or charges shall be promptly paid or secured by the Contesting Party's posting a bond in form and substance satisfactory to the Board.

3. Reports and Document Filing.

(a) Tax Reporting – Personal Property. As required by Tennessee law, on or before the first (1st) day of each March, Omni shall, on behalf of itself, file a Tangible Personal Property Schedule (State Form) with respect to any personal property owned by Omni that is in service on the immediately preceding January 1, and that is not "Equipment" leased to Omni

under the Equipment Lease and is, therefore, subject to ad valorem taxation. In addition, on or before the first (1st) day of each March, Omni shall file with the Board a Tangible Personal Property Schedule (State Form), with the words "EXEMPT PERSONAL PROPERTY" typed above the name of the document, with respect to all Equipment that is in service on the first (1st) day of the immediately preceding January, that is leased by the Board under the Equipment Lease and that is, therefore, not subject to ad valorem taxation, but with the form completed and the Applicable Ad Valorem Taxes calculated based thereon as if the Equipment had been owned by Omni, and disclosing the date that the Equipment was placed in service. For the Equipment leased under the Equipment Lease an In Lieu of Tax Payment shall be made as set forth in the manner described in Section 1(a) of this Agreement.

(b) Annual Report Pursuant to the Industrial Development Act. Annually, Omni shall file the report required to be filed pursuant to Section 7-53-305(e) of the Industrial Development Act on or before October 1 of each year. A copy of this report shall also be filed with the Assessor of Property of the Metropolitan Government.

(c) Cost Versus Benefits Analysis. Omni hereby submits the "Cost Versus Benefits Analysis For Payment In Lieu of Ad Valorem Tax" form attached hereto as Exhibit A and incorporated herein by this reference as required by Section 7-53-305(b) of the Industrial Development Act.

4. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of Tennessee, and if any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, legality or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed the same as if such invalid, illegal or unenforceable provision had never been contained herein.

5. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and which together shall constitute one and the same agreement.

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

BOARD:

**THE INDUSTRIAL DEVELOPMENT
BOARD OF THE METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

OMNI:

**OMNI NASHVILLE, LLC, a Delaware
limited liability company**

By: _____
Name: _____
Title: _____

ROOM BLOCK & MEETING SPACE AGREEMENT

Between

**THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN
GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

"Authority"

and

OMNI NASHVILLE, LLC

"Owner"

DATED: _____, 2010

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ROOM BLOCK & MEETING SPACE AGREEMENT

THIS ROOM BLOCK & MEETING SPACE AGREEMENT (the "**Agreement**") is made as of _____ (the "**Effective Date**"), by and between THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a public, nonprofit corporation and a public instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee (the "**Authority**") and OMNI NASHVILLE, LLC, a Delaware corporation ("**Owner**"). Owner and Authority are herein collectively referred to as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, the Authority has undertaken the construction of a new convention center, including an approximate 350,000 square foot exhibit hall, approximately 75,000 square feet of ballroom space (consisting of a 57,000 square foot grand ballroom and an 18,000 square foot junior ballroom), approximately 90,000 square feet of meeting rooms, and 31 loading docks, to be owned and operated by the Authority (hereinafter called the "**Music City Center**"); and

WHEREAS, in order to further implement the public purposes enumerated in Title 7, Chapter 89, Part 1, Tennessee Code Annotated, as amended (the "**Act**"), the Authority desires to create certain economic and public benefits for the city and surrounding area of Nashville, Tennessee (the "**City**") and to enhance the Music City Center by facilitating the development of a first class, full service hotel in the vicinity of the Music City Center; and

WHEREAS, Owner has committed to develop a first class convention center hotel of at least 800 rooms (the "**Hotel**") to be located adjacent to the Music City Center; and

WHEREAS, the Authority and Owner have entered into a Development and Funding Agreement (the "**Development Agreement**") under which the Parties agreed to, among other things, enter into a room block agreement pursuant to which specific percentages of the Hotel's standard guest rooms and suites will be reserved for specific periods of time for attendees, participants and planners of conventions and/or trade shows at the Music City Center; and

WHEREAS, the Authority and Owner intend for this Agreement to satisfy the above-referenced obligation of the Parties to the Development Agreement, and Omni is entering into this Agreement in exchange for the Authority providing certain tax abatements and financial incentives to Omni as set forth in the Development Agreement; and

WHEREAS, Owner shall grant to any successor and to any party which operates the Hotel on Owner's behalf (the "**Operator**") the authority and responsibility to administer, on behalf of Owner and as the Owner's agent, this Agreement; and

WHEREAS, the Authority and the Owner desire to enter into this Agreement for their mutual benefit;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

TERMS AND DEFINITIONS

In addition to terms defined in the body of this Agreement, the following terms have the meaning set forth in this Article I.

1.01 Agreement. As defined in the Recitals of this Agreement.

1.02 Authority. As defined in the preamble to this Agreement (or its successor) acting by and through the Director. Unless provided otherwise in this Agreement, the interests of the Authority are represented by the Director in this Agreement.

1.03 Binding Contract. The contract between Potential Convention Center Customer and Owner that sets forth the terms and conditions under which Owner will make an Event Room Block available to the attendees of a specific City-Wide Event.

1.04 Business Days. Each day other than a Saturday, Sunday, or any legal holiday recognized as such by Authority.

1.05 City. As defined in the Recitals of this Agreement.

1.06 City-Wide Event. A convention, trade show or other event to be held at the Music City Center during which a Potential Convention Center Customer, in anticipation of the event, requests that hotels in Nashville, Tennessee (including the Hotel) and the surrounding metropolitan areas provide, in the aggregate, a minimum of 1,000 guest rooms, using the guest room inventory of the Hotel and at least one additional hotel and utilizing the exhibit and/or meeting space in the Music City Center for one day or more while the event is being held.

1.07 Development Agreement. As defined in the Recitals of this Agreement.

1.08 Director. The Executive Director of the Music City Center or such person designated as such by the Authority's Board.

1.09 Effective Date. The date set forth in the preamble of this Agreement.

1.10 Exhibit A. Exhibit A is the first exhibit to this Agreement and specifies the functional procedures for administering the day-to-day requirements under the Agreement.

1.11 Event Night. A night during a City-Wide Event when the out-of-town participants of such City-Wide Event would reasonably be staying overnight in Authority.

1.12 Event Room Block. A block of guest rooms at the Hotel, offered to or reserved for the planners/attendees of City-Wide Events.

1.13 Exempt Inventory. The difference between (i) the actual number of guest rooms at the Hotel and (ii) the Maximum Event Room Block.

1.14 Gate Show. An exhibition open to the public usually requiring an entrance fee such as an admission ticket.

1.15 Governmental Functions. Any regulatory, legislative, permitting, zoning, enforcement (including policy power), licensing or other functions which Authority is authorized or required to perform in its capacity as a governmental authority in accordance with Legal Requirements.

1.16 Hotel. As defined in the Recitals of this Agreement.

1.17 Hotel Free-Sell Calendar. Dates, as mutually agreed to from time-to-time by the Owner and Authority, available to the Hotel to sell that are outside the parameters of the Room Block Agreement where Owner must hold inventory open for the Authority. Initially and until further modified by the parties, these dates shall include move-in/move-out dates; dates where the Music City Center is occupied by attendees utilizing room blocks in other hotels and not the Hotel; dates when the Music City Center is having a Gate Show; and broken time patterns unable to be sold by the Music City Center. Also initially included, and until further modified by the Parties, are (i) the following holiday dates encompassing no more than a total of three (3) days each: Memorial Day, Labor Day, Good Friday, and Easter and (ii) the period December 20-25. While the Authority is not required to agree to any subsequent or substitute dates for the Hotel Free-Sell Calendar, and may do so from time to time in its sole discretion and without creating any permanent exceptions to the room block commitment requirements set forth in this Agreement, the Authority is obligated to consider such free-sale requests based on the course of dealing and high level of cooperation, integration, and harmony that the Parties are obligated to maintain hereunder.

1.18 Initial Offer. Initial Offer shall have the meaning ascribed to it in Paragraph 2 of Exhibit A.

1.19 Legal Requirements. All laws, statutes, acts (including, without limitation, the Tennessee Open Records Act), ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all governments, quasi-governmental or regulatory authorities, that now or hereafter may be applicable to, (i) the Hotel and the operation thereof, including those relating to employees, zoning, building, health, safety and environmental matters, and accessibility of public facilities, (ii) Owner, (iii) Owner's business operations, and/or (iv) Authority and (b) the requirements of all documents properly filed in the real property records against the Hotel as of the date of this Agreement and delivered to Owner prior to the Effective Date.

1.20 Maximum Event Room Block. The Maximum Event Room Block for a City-Wide Event whose first Event Night is scheduled to occur thirty-six (36) calendar months or

more from the Initial Offer shall be eighty percent (80%) of the inventory of Suites plus eighty percent (80%) of the Standard Guest Rooms at the time of inquiry, and the Maximum Event Room Block for a City-Wide Event whose first Event Night is scheduled to occur between twenty-four (24) calendar months to the end of the thirty-fifth (35th) calendar month from the Initial Offer shall be fifty percent (50%) of the inventory of Suites plus fifty percent (50%) of the Standard Guest Rooms. In each case, the Maximum Event Room Block shall include up to the same proportion of the Meeting Facilities in the Hotel as the percentage of inventory included in the Maximum Event Room Block, plus the proportional amount of circulation and support area for those Meeting Facilities. Commensurate food and beverage minimums and room rentals can also be applied to the Maximum Event Room Block.

1.21 Meeting Facilities. The rentable function space in the Hotel, including without limitation, ballrooms, and meeting rooms.

1.22 Midweek. Monday through Friday.

1.23 Minimum Hotel Operating Standard. The operating criteria necessary to operate the Hotel at a level consistent with the current operating criteria necessary for a hotel property to receive the American Automobile Association's designation for Four-Diamond hotels, as further described and set forth in the Development Agreement. Owner shall at no time be required to demonstrate receipt or maintenance of such Four-Diamond rating.

1.24 Music City Center. As defined in the preamble to this Agreement and better defined as the convention center facility located at 5th Avenue South and Demonbreum Street, Nashville, Tennessee.

1.25 NCVB. The Nashville Convention & Visitors Bureau or its successor.

1.26 Notice or notice. Each and every communication, request, reply, or advice required or permitted to be given, made or accepted by any party to this Agreement to any other party to this Agreement, each of which shall be given in writing, and deemed received by the intended recipient, in accordance with Section 7.02 below.

1.27 Opening Date. The date upon which the Hotel opens to the public.

1.28 Other Omni Hotels. All hotels and resorts in the United States that are owned or managed by Owner under the name "Omni".

1.29 Owner. As defined in the preamble to this Agreement.

1.30 Party. As defined in the preamble to this Agreement.

1.31 Parties. As defined in the preamble to this Agreement.

1.32 Potential Convention Center Customer. A person, entity, group or association (or any combination thereof) which is planning a City-Wide Event.

1.33 Rate Quote. Rate Quote shall have the meaning ascribed to it in Paragraph 2 of Exhibit A.

1.34 Room Block Request Notice. Room Block Request Notice shall have the meaning ascribed to it in Paragraph 1 of Exhibit A.

1.35 Standard Guest Rooms. The Hotel's entire inventory of single-bay sleeping rooms.

1.36 Suite. Any guest room comprised of multiple guest room bays.

1.37 Term. The Term of this Agreement shall be consistent with that set forth in Article V below.

1.38 Weekend. Saturdays and Sundays.

ARTICLE II

REPRESENTATIONS

2.01 Representations of Authority. The Authority hereby represents to Owner that as of the Effective Date:

(A) The Authority is a duly created and existing public, nonprofit corporation and is authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) do not, to the best of its knowledge, constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Authority and, constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

(D) The execution, delivery and performance of this Agreement by the Authority does not require the consent or approval of any person which has not been obtained.

2.02 Representations of Owner. The Owner hereby represents to Authority that as of the Effective Date:

(A) The Owner has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Owner.

(B) The Hotel will be managed by Omni Hotels Management Corporation, or an Affiliate of the Owner, as defined in the Development Agreement, which is knowledgeable and experienced in managing, operating and promoting first class hotels and resorts, including specifically convention center hotels

(C) In the event Owner enters into a Management Agreement, such Management Agreement shall have been approved in writing by Authority and conditioned on (i) the prior approval of the assignee or successor and a finding by the Authority that the proposed operator will operate and market the Hotel under a "first tier flag" brand name reasonably acceptable to the Authority (Westin, Sheraton, Marriott, Hilton, Renaissance, Hyatt or another national full-service hotel similar to Omni) and is financially capable of operating the Hotel in accordance with the Minimum Hotel Operating Standard and (ii) the prior execution by the proposed assignee or successor operator of a written agreement with the Authority under which the proposed operator agrees to assume all covenants and obligations of Owner. The Authority's consent shall not be unreasonably withheld or delayed.

(D) This Agreement has been duly authorized, execute and delivered and constitutes a legal, valid and binding obligation of the Owner, enforceable in accordance with its terms.

ARTICLE III

SPECIAL OBLIGATIONS OF AUTHORITY

3.01 Authority Requirements. The Authority shall own, operate and maintain the Music City Center in a manner consistent with the operation and condition of competing convention center facilities of a similar size and quality. If the Authority fails to maintain and operate the Music City Center in accordance with the foregoing requirement, the remedies set forth in Article VI will be available to Owner. Improvements to the Music City Center will include, but not be limited to, the purchase of new furnishings, fixtures and equipment as needed to keep the Music City Center in a marketable condition. In order to maintain consistency and accountability, Authority shall not assign this contract and the obligations listed herein to any other entity, except to another agency, department or instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee. The Authority agrees to price the Music City Center space competitively with competing convention center facilities and, in accordance with Section 7.09.

3.02 Records. The Authority hereby covenants that it shall keep reasonable and accurate records relating to events held at the Music City Center. On a monthly basis, Director will submit to Owner a summary of all applicable and actual potential bookings at the Music City Center in a manner that would enable a reasonable person to readily determine the future demand for rooms inventory at the Hotel, the Potential Convention Center Customer type (i.e., out-of-town, local, or gate), and move-in/move-out dates, to allow for Owner to manage its inventory.

3.03 Hotel Use of Music City Center Space. The Parties acknowledge that the Hotel may book certain events which are outside the scope of this Agreement but nevertheless require the use of certain Music City Center space. Likewise, the Authority may need Hotel space. In that regard, the Parties agree to cooperate with each other in providing space when space is available, following the applicable Party's booking guidelines and at the applicable Party's established rental rates.

3.04 Compliance with Obligations Set Forth in Exhibits. At all times during the Term, Authority covenants that it shall comply with all of its obligations set forth in Exhibit A which is attached hereto and hereby made a part of this Agreement for all purposes.

3.05 Headquarters Hotel. As set forth in the Development Agreement, during the Term, the Authority will designate the Hotel as the "headquarters hotel" for the Music City Center and the Hotel shall have right of first refusal for all Event Room Blocks, unless otherwise requested by the Potential Convention Center Customer and/or the Hotel would not be able to satisfy the Potential Convention Center Customer's requirements. Notwithstanding the foregoing provisions, the Authority shall not be prohibited from entering into a room block commitment agreement for the Music City Center that is subordinate in all respects to this Agreement.

ARTICLE IV

SPECIAL OBLIGATIONS OF OWNER

4.01 Records. Owner shall keep reasonable and accurate records relating to the provision of services provided hereunder. Owner shall prepare and submit to the Director, with a copy to the NCVB, on a monthly basis, a summary of all applicable actual and potential bookings at the Hotel under this Agreement in a manner that would enable a reasonable person to readily determine the future room's inventory at the Hotel available to Authority under this Agreement.

4.02 Hotel Standards. Owner shall operate and maintain the Hotel in accordance with the Minimum Hotel Operating Standard.

4.03 Designated Representative. At all times during the Term, Owner will ensure that there is a designated representative available and authorized by Owner to perform the obligations set forth in this Agreement.

4.04 Compliance with Obligations Set Forth in Exhibits. At all times during the Term, Owner shall comply with all obligations of Owner that are set forth in Exhibit A which is attached hereto and hereby made a part of this Agreement for all purposes.

ARTICLE V

TERM AND TERMINATION

5.01 Commencement of the Term of this Agreement. The Term of this Agreement shall commence on the Effective Date.

5.02 Termination of the Term of this Agreement. The Term of this Agreement shall automatically terminate, without prior notice on the December 31st immediately following the later of either (i) the twentieth (20th) anniversary of the Hotel's Opening Date or (ii) the final installment of the Annual Payment made under the Development Agreement.

5.03 Periodic Renovation/Restoration of Hotel and Music City Center. Upon at least twelve (12) months' written notice from one Party to the other, Owner and Authority shall mutually determine a schedule by which Owner may close portions of the Hotel and Authority may close portions of the Music City Center for renovation and restoration. Except in the event of a casualty loss or a hazard to the public health, the Music City Center shall not close more than fifty percent (50%) of the Music City Center and no more than three (3) floors of the Hotel shall be closed at one time. Notwithstanding the foregoing notice requirements and closing limitations, the Parties agree to provide as much advance notice as possible and to take all commercially reasonable efforts to minimize the above-referenced closures. The Parties agree that during renovation or restoration of the Hotel, the number of rooms which are subject to this Agreement shall be proportionately reduced based on the number of rooms being renovated or restored. During such renovation or restoration, all reasonable efforts shall be made by each party to minimize disruption of events that are already booked at the Music City Center or recurring events at the Music City Center that the Parties anticipate are likely to be booked.

ARTICLE VI

EVENTS OF DEFAULT

6.01 Default. A default under the terms of this Agreement shall occur if any Party hereto shall materially breach any of the terms, conditions or covenants contained in this Agreement to be performed or observed by it, or materially breaches any of the terms of the Development Agreement, including but not limited to the Authority's failure to pay Owner any sum of money that is due, and such Party does not remedy such default within thirty (30) days after Notice or, if the default is of such character as to require more than thirty (30) days to remedy, then if such Party fails to commence to cure and correct the default within said thirty (30) day period and thereafter prosecute such corrective action diligently and without interruption and complete the cure thereof within ninety (90) days unless extended by mutual consent following the original Notice of such default (an "**Event of Default**"). Any Notice of Default shall be provided to Owner (and to operator, if different than the Owner) and shall also be given to Owner's mortgagee (if applicable and provided such mortgagee has provided Notice

to the Authority and the director of its name and address where Notices to it hereunder are to be sent).

6.02 Remedies. If an Event of Default is not cured as provided in Section 6.01 hereof, then the non-defaulting Party shall have the right, as its sole and exclusive remedies, to either (i) initiate and thereafter prosecute an action in equity for the specific performance of any covenants or obligations to be performed by the defaulting Party hereunder or (ii) recover from the defaulting party for actual (but not punitive, special or consequential) damages. As to a Party's right to obtain specific performance under this Agreement, each Party acknowledges and agrees that its covenants, obligations and representations as set forth in this Agreement are a material and fundamental inducement to the other Party's agreement to enter into this Agreement such that actual damages may not be an adequate remedy at law for the breach hereof and each Party recognizes and agrees that monetary damages could not be calculated to compensate the non-defaulting Party for any material breach by the defaulting Party of the covenants and agreements contained in this Agreement.

6.03 Owner's Reservation of Rights. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall in no way limit Owner's rights and remedies against a Potential Convention Center Customer resulting from such Potential Convention Center Customer's default under a Binding Contract with Owner.

6.04 No Liability to NCVB or Authority. In no event shall NCVB, Authority, The Metropolitan Government of Nashville and Davidson County, Tennessee, or any other entity, except to another agency, department or instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee be in any way responsible or liable for the performance by any Potential Convention Center Customer of such customer's obligations under its Binding Contract with the Owner or for any charges, liabilities or other sums owed by, or liabilities of, such Potential Convention Center Customer (or for those for whom it blocks rooms) due to Owner.

6.05 Mediation. If the Parties are in disagreement regarding any provision of this Agreement, the Parties, within thirty (30) days after the first notice given under this Agreement regarding such dispute, shall first submit such dispute to non-binding mediation in Nashville, Tennessee, with each party to bear their own costs and expenses and with each party to share the fees and expenses of the mediator equally. The duration of the mediation shall be limited to two business days and shall be concluded on or before thirty calendar days following the selection by the Parties of a mediator (or at such later date as the parties may agree). The Parties agree to meet with the mediator in good faith in an effort to resolve the dispute, and no Party may commence arbitration until completion of the mediation session. The Parties will cooperate (i) in selecting an independent mediator experienced in disputes of the subject and nature under dispute and (ii) in scheduling the mediation proceedings. No settlement reached by mediation will be binding unless agreed to in writing by the Parties. If mediation of the dispute fails to resolve the dispute, any such unresolved dispute shall then be submitted to arbitration in accordance with the provisions of Section 6.06. Notwithstanding the foregoing, nothing shall prevent the Parties from first attempting in good faith to resolve any such dispute promptly by

negotiation between executives and/or appropriate representatives of each party who have authority to resolve the dispute.

6.06 Arbitration

(A) In the event that mediation, as set forth in Section 6.05 is unsuccessful, the Parties shall submit disputes to mandatory arbitration in accordance with the provisions of this Section 6.06; provided, however, the waiver in this Section 6.06 will not prevent the Authority or Owner from commencing an action in any court for the sole purposes of enforcing the obligation of the other party to submit to binding arbitration or the enforcement of an award granted by arbitration herein. Any dispute between the Authority and Owner as to the interpretation of any provision of this Agreement or the rights and obligations of any party hereunder shall be resolved through binding arbitration as hereinafter provided in Nashville, Tennessee. Notwithstanding the foregoing, prior to submitting any dispute hereunder to arbitration, the Authority and Owner shall first attempt in good faith, for thirty (30) days after the first notice given under this Agreement regarding such dispute, to resolve any such dispute promptly by negotiation between executives of each party who have authority to settle the dispute, which shall include an in person meeting between such executives in Nashville, Tennessee.

(B) If arbitration is required to resolve a dispute between the Authority and Owner, the Authority and Owner shall agree upon one (1) arbitrator to resolve the dispute. The arbitrator must be a neutral party having at least fifteen (15) years experience in the subject matter of the dispute and must be mutually acceptable to both Parties.

(C) The arbitrator selected pursuant to Section 6.06(B) above will establish the rules for proceeding with the arbitration of the dispute, which will be binding upon all Parties to the arbitration proceeding. The arbitrator may use the rules of the American Arbitration Association for commercial arbitration but is encouraged to adopt the rules the arbitrator deems appropriate to accomplish the arbitration in the quickest and least expensive manner possible. Accordingly, the arbitrator may (1) dispense with any formal rules of evidence and allow hearsay testimony so as to limit the number of witnesses required, (2) minimize discovery procedures as the arbitrator deems appropriate, and (3) limit the time for presentation of any party's case as well as the amount of information or number of witnesses to be presented in connection with any hearing. In any event, the arbitrator (A) shall permit each side no more than two (2) depositions (including any deposition of experts), which depositions may not exceed four (4) hours each, one set of 10 interrogatories (inclusive of sub-parts) and one set of five (5) document requests (inclusive of sub-parts), (B) shall not permit any requests for admissions, (C) shall limit the hearing, if any, to two (2) days, and (D) shall render his or her decision within sixty (60) days of the filing of the arbitration.

(D) The arbitrator will have the exclusive authority to determine and award costs of arbitration and the costs incurred by any party for its attorneys, advisors and consultants.

(E) Any award made by the arbitrator shall be binding on the Authority, Owner and all Parties to the arbitration and shall be enforceable to the fullest extent of the law.

(F) In reaching any determination or award, the arbitrator will apply the laws of the state in which the Hotel is located. Except as permitted under Section 6.06(D) above, the arbitrator's award will be limited to actual damages and will not include consequential, special, punitive or exemplary damages. Nothing contained in this Agreement will be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Agreement. All privileges under state and federal law, including, without limitation, attorney-client, work product and party communication privileges, shall be preserved and protected. All experts engaged by a party must be disclosed to the other party within fourteen (14) days after the date of notice and demand for arbitration is given.

6.07 Other. Prior to commencing mediation, arbitration, or exercising the non-defaulting Party's remedies as outlined in Sections 6.02, 6.05 and 6.06, the Parties as a prerequisite to the above, shall have a face-to-face meeting with the appropriate representatives of the Owner, including its President, and the appropriate representatives of the Authority, including its Director, within fifteen (15) days of a request by the non-defaulting party to attempt to resolve the Parties differences. Only after a meeting of the Parties can the non-defaulting Party exercise its remedies.

6.08 Injunctive/Ancillary/Emergency Relief. Notwithstanding any provision of Sections 6.05-6.07 of this Agreement to the contrary, any party may seek injunctive relief or other form of ancillary relief at any time from any court of competent jurisdiction. In the event that a dispute or controversy requires emergency relief before the matter may be resolved under the procedures above, notwithstanding the fact that any court of competent jurisdiction may enter an order providing for injunctive or other form of ancillary relief, the Parties expressly agree that such arbitration procedures will still govern the ultimate resolution of that portion of the dispute or controversy not resolved pursuant to said court order.

ARTICLE VII

MISCELLANEOUS

7.01 Severability. If any provision of this Agreement or any application thereof is held to be invalid or unenforceable by any court of competent jurisdiction for any reason, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect. This Agreement shall be construed and enforced as if such invalid or unenforceable provision had never comprised a part of this Agreement.

7.02 Notices. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be given to the other Party at the following addresses:

AUTHORITY: Convention Center Authority for the Government of
Nashville and Davidson County
Metropolitan Courthouse
1 Public Square, Suite 106
Nashville, Tennessee 37201
Attention: Chair

with a copy to: Metropolitan Government Finance Department
Metropolitan Courthouse
1 Public Square, Suite 106
Nashville, Tennessee 37201
Attention: Finance Director

OWNER: Omni Nashville Hotel
Attn: General Manager
Omni Hotels Management Corporation
420 Decker Drive
Suite 200
Irving, Texas 75062
Attn: President
Fax: (972) 871-5666

with a copy to: TRT Holdings, Inc.
600 East Las Colinas Blvd.
Suite 1900
Irving, Texas 75039
Attn: General Counsel

Any mortgagee, trustee or beneficiary under any mortgage or deed of trust on the Hotel may, by Notice to the Parties set forth hereinabove, designate an address to which notices to it hereunder shall be sent. Any such party may from time to time by Notice as herein provided, designate a different address to which Notices to it shall be sent.

Any such notice or communication shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either Party may change the above address by sending written notice of such change to the other Party in the manner provided above. With the written consent of the receiving Party, notice may be given by facsimile transmission or electronic mail.

7.03 Amendments. This Agreement may not be amended or modified unless such amendment or modification is reflected in a written document that is signed by the Parties hereto.

7.04 Successors and Assigns. All covenants and agreements contained by or on behalf of the Authority in this Agreement shall bind its successors and assigns and shall inure to the

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benefit of the Owner and its successors and assigns. Owner may assign its rights, duties and obligations under this Agreement without the consent of the Authority so long as such assignee or successor to Owner assumes all the covenants and obligations of Owner under this Agreement in writing, as further provided in Section 7.10 of this Agreement. Upon any such assignment and assumption, Owner shall be relieved from all liability under this Agreement.

7.05 Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attaché hereto unless otherwise stated.

The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

7.06 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Tennessee.

7.07 Nature and Extent of Agreement. This Agreement contains the complete agreement of the Parties as to the matters contained herein. There are no oral or written conditions, terms, understandings or other agreements pertaining to the booking policy obligations of Owner and Authority that have not been incorporated herein. The laws of the State of Tennessee shall govern the validity, interpretation, performance and enforcement of this Agreement, without regard to conflicts of law principles.

7.08 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

7.09 Additional Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. In addition, the Parties acknowledge and agree that the successful operation of the Music City Center and the Hotel will be greatly affected by the future cooperation between the Authority and Owner. The Parties hereby agree to maintain a course of dealing with one another based on a high level of cooperation, integration and harmony between the Music City Center and the Hotel. In that regard, the Parties agree that representatives of the Hotel, the Music City Center and/or Authority and NCVB will meet on a not less than monthly basis to share information with respect to the ongoing and future operations of the Music City Center and the Hotel in an effort

to provide the level of cooperation that will lead to the success of both the Music City Center and Hotel. In addition, the Parties acknowledge that the rights and the obligations of the Parties under this Agreement may need to be modified from time to time to conform to the then current industry standards. Each party agrees to be reasonable in connection with any request by the other to revisit provisions of this Agreement which may no longer comport with the then current industry standards, including pricing of both Hotel rooms and Music City Center meeting space. Authority and Owner agree to deliver to each other on at least an annual basis with their capital improvement plans for the Music City Center and Hotel, respectively, and allow the other party to review and comment on same.

7.10 Transfer of Owner's Interest. In the event of the sale, assignment or transfer by Owner of its fee interest in the Hotel (other than a collateral assignment to secure a debt of Owner) to a successor in interest, any successor to Owner hereunder shall in all respects be obligated to honor any contract or agreement previously executed with a Potential Convention Center Customer and shall be bound by any outstanding offers.

7.11 Owner and Operator Responsibility under the Binding Contract. Nothing contained in this Agreement shall relieve the Owner (or its respective successors) from the contractual obligations to provide services to a Potential Convention Center Customer under a Binding Contract, irrespective of whether this Agreement has been terminated at the time services are to be rendered or whether this Agreement is terminated after the effective date of the Binding Contract but before the time services are to be rendered.

7.12 Gender; Singular and Plural. As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership or other legal entity when the context so requires. The singular number includes the plural, and vice versa, whenever the context so requires.

7.13 Binding Effect. Subject to express provisions hereof to the contrary, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns during the Term hereof and during any extensions or renewals of said Term.

7.14 Estoppel Certificate. Within twenty (20) days after receipt of written request therefor by another Party hereto, the other Party shall execute and deliver to the requesting Party (and to such other person as the requesting Party may designate) a statement reasonably satisfactory to the requesting Party certifying any facts that this Agreement is unmodified and is in full force and effect (or if there have been modifications, stating that this Agreement is in full force and effect as modified), that the requesting Party is not in default hereunder (or stating the nature of any alleged default), that there are no defenses or offsets to the Agreement claimed by the other Party, and further certifying any matters reasonably requested by the requesting Party. A failure by a Party to execute, acknowledge and deliver upon request the certified statement described above within twenty (20) days from receipt of such request shall constitute acknowledgment by the Party to whom the request is directed to all persons entitled to rely on the statement that this Agreement is unmodified and in full force and effect and that no default by the requesting Party exists hereunder. Notwithstanding anything to the contrary set forth in

this Section 7.14, neither Party will be required to execute such an estoppel certificate more often than two (2) times in any twelve (12)-month period.

7.15 No Waiver. The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

7.16 Casualty. In the event of a casualty loss to the Hotel which causes all or a portion of the Hotel to close pending repair or reconstruction, any failure by Owner to perform its obligations hereunder as a direct result thereof shall be waived until such time as the damage has been repaired, provided Owner agrees to use commercially reasonable and diligent efforts to effectuate such repair.

Signatures on next page

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

OMNI NASHVILLE, LLC,
a Delaware corporation

By: _____
Name: Mike Garcia
Title: Chief Financial Officer and Senior Vice
President

CONVENTION CENTER AUTHORITY OF THE
METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY

By: _____
Name: _____
Title: _____

Room Block And Meeting Space Agreement Signature Page

EXHIBIT A
CONVENTION ROOM BLOCK COMMITMENT AND PROCEDURES

During the Term, the Authority, acting through the Director or the Authority's designated representative, may request Owner to offer an Event Room Block to Potential Convention Center Customers in accordance with this Agreement provided that the total number of rooms requested to be blocked does not exceed the number of rooms available for the Event Room Block on such night, as provided in Paragraph 2 below. The right to request that Owner offer the Event Room Block will be exercised in accordance with the following procedures:

1. The Director or his designated representative will notify Owner that a Potential Convention Center Customer is seeking offers from local hotels to accommodate, among other needs, the guest room needs of the Potential Convention Center Customer for a City-Wide Event (the "**Room Block Request Notice**"). The Room Block Request Notice will (i) identify the Potential Convention Center Hotel Customer, (ii) if the same is generally available to Authority, set forth a documented history of the group's room block events for the most recent three year period including a comparison of the number of rooms blocked and the actual number of rooms actually used, (iii) specify each specific date for which the Potential Convention Center Customer will require blocks of guest rooms (including those dates commonly known as "move in" and "move out" dates; the rate for groups whose stay consists of both Midweek and Weekend days shall be determined in accordance with Owner's booking policies described in Paragraph 2 below), and (iv) specify the number of guest rooms the Potential Convention Center Customer is seeking to block on each of the specific dates. Notwithstanding the definition of "**Notice**" set forth above, the Room Block Request Notice will be communicated to Owner by Director or his designated representative via email or fax to the specific email address or fax number designated by Owner for the purpose of receiving Room Block Request Notices.

2. Within three (3) Business Days after Owner's receipt of the Room Block Request Notice for a City-Wide Event, Owner shall deliver to the Potential Convention Center Hotel Customer (with a copy to the Sales Representative and the Director) an initial written offer in response to the Room Block Request Notice (the "**Initial Offer**"). In the Initial Offer, Owner will (i) offer to the Potential Convention Center Customer to block, on each specific date that the Potential Convention Center Customer requires a block of guest rooms as specified in the Room Block Request Notice, the lesser of (y) the actual number of the guest rooms in the Room Block Request Notice for each specific date, or (z) the Maximum Event Room Block, less any previously offered room blocks under this Agreement for other City-Wide Events covering such dates, which offers have either been accepted or are still outstanding, and (ii) quote a room rate for both a standard single and double room (the "**Rate Quote**"). In making the Rate Quote, Owner will take into account seasonality (i.e., using group event guest room rates received in a calendar month as the basis for quotes for the same month in subsequent calendar years) as well as Midweek versus Weekend rates; provided, that, "**seasonality**" shall not take into account special events that occur in a particular month which inflate group event room rates such as the Super Bowl or similar special events (if such event actually occurs again the same month in a subsequent year, then it shall be taken into account for purposes of the seasonality adjustment for such month in such subsequent year). While the amount of the Rate Quote in the Initial Offer will be at the sole but good faith discretion of Owner, the Owner agrees that the Rate Quote shall

be reasonable in accordance with Section 7.09 and competitive with (i) comparable convention center hotels in competing city markets and (ii) comparable hotels in the City with a similar product quality. The Initial Offer shall remain open for acceptance for a period of time agreed to by Owner and Authority, in consultation with the NCVB. If the Parties are unable to agree on the period of time for which the Initial Offer shall remain open, then it shall be for an initial period of 75 days. If after the time the Initial Offer expires, the Potential Convention Center Customer has not accepted the Initial Offer, the Initial Offer can be extended by mutual agreement for an additional 60 days wherein if the Parties mutually agree, the Potential Convention Center Customer will have a right of first refusal on the block of rooms offered at the Rate Quote which must be exercised within five (5) business days of being provided such notice.

3. After reviewing the Initial Offer, the Director or his designated representative may consult with Owner regarding the Rate Quote contained in the Initial Offer; however, the Owner has sole discretion to quote room rates and meeting space allocations.

4. If the Initial Offer is accepted by the Potential Convention Center Customer within the required time period established in accordance with Paragraph 2 of this Exhibit A, then Owner shall use its best efforts to promptly negotiate a binding contract with the Potential Convention Center Customer, applying Owner's customary booking policies to the block, including policies relating to contracts, advance deposits, cancellation, attrition and food and beverage minimums provided that these policies shall adhere in all material respects to the general customs employed by Owner at its other Omni Hotels.

5. If the Customer has not executed a binding contract within thirty (30) days following the acceptance by the Customer of the Initial Offer, then the Initial Offer will expire unless extended by Owner at its sole discretion. Upon expiration, Owner shall have no further obligation to the Authority or Potential Convention Center Customer in regard to such City-Wide Event under the Initial Offer.

6. If a Potential Convention Center Customer signs a binding contract with Owner but provides written notice to the Owner that it is terminating the contract on a date that is less than twenty-four (24) months before the first Event Night, then the cancelled room and meeting space block will be returned to hotel inventory at the time of effective cancellation and availability will be subject to the terms of this Agreement. Authority recognizes that the Owner may be entitled to collect cancellation fees from such Potential Convention Center Customer under the terms of the Binding Contract with such Customer, and Authority hereby consents thereto and agrees that such fees are the sole property of the Hotel's. Similarly, Owner recognizes that Authority may be entitled to collect cancellation fees from such Potential Convention Center Customer pursuant to the contract between Authority and the Potential Convention Center Customer for the Music City Center, and Owner hereby consents thereto and agrees that such fees shall be the sole property of Authority. Neither Party has the authority to negotiate with a Potential Convention Center Customer the other Party's cancellation fee.

7. If Owner desires to commit a block of more than twenty percent (20%) of the rooms in the Hotel to non-City Wide Customer business for a date more than thirty-six (36)

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Exhibit A

months in the future, or a block of more than fifty percent (50%) of the rooms in the Hotel to non-Potential Convention Center Customer business for a date more than twenty-four (24) and less than thirty-six (36) months in the future, Owner can request by Notice to the Director that Authority release that block from this Agreement and Authority may (but shall have no obligation to) approve such a release of such requested block. The Authority or Director will respond to the Owner's Notice within ten (10) Business Days. Notwithstanding the above, the Owner will be allowed up to nine (9) booking exceptions for group events to occur in each rolling twelve (12) month period from the date of the receipt of the booking inquiry/lead for a group event. The Owner will inform the Authority, Director and NCVB of these exceptions as they become tentative and will further confirm these exceptions as they become definite with the Owner. These exceptions are exclusive of the exceptions available through the Hotel Free-Sell Calendar.

8. Owner shall have the unrestricted right to commit up to twenty percent (20%) of the total number of rooms within the Hotel on any given date (and any other rooms that are not subject to being blocked by Authority pursuant to this Agreement) to the Hotel's commercial or group guests. Owner shall also have the unrestricted right to commit any and all rooms not subject to a room block commitment pursuant to this Agreement for any period less than twenty-four (24) months in advance. Owner shall also have the unrestricted right to commit rooms that fall within the Hotel Free-Sell Calendar.

9. If Owner has a potential booking that would not be permitted under the terms of this Agreement, Owner may by notice to the Director request that it be entitled to make such booking. The Director shall have three (3) Business Days in which to respond to such request by Notice to Owner.

10. Owner shall have the right to freely book all rooms within the Hotel on any day which the Music City Center cannot accommodate a City-Wide Event because less than one-fourth of the meeting and/or exhibit space is available on such day for use by a Potential Convention Center Customer.

11. At any time, Owner may request space from the Music City Center for its customers, the Director shall have three (3) Business Days in which to respond to such request by Notice to Owner.

12. Notwithstanding the foregoing, if a Potential Convention Center Customer has a documented history of causing material property damage in connection with group events or poor credit, then Owner shall have the right to decline a Room Block Request for such customer hereunder upon notice to the Director given within ten (10) Business Days following the date of the Room Block Request Notice. In the event of any disagreement by the Parties, the Parties agree to meet and attempt in good faith to reach agreement as to whether to accept or decline the Potential Convention Center Customer.

LODGING

Approval Requirements &

Diamond Rating Guidelines

Introduction

Dear Hospitality Professional,

On behalf of AAA, I am pleased to introduce to you the latest edition of the *Lodging Approval Requirements & Diamond Rating Guidelines*. This year marks the 30th anniversary of the AAA Diamond Ratings, as well as the 20th anniversary of the *Diamond Rating Guidelines*.

Since its inception in 1902 as a federation of independent motor clubs, AAA has existed to provide information, safety, security, and peace of mind to its now more than 50 million members. AAA's services have evolved to encompass roadside assistance, insurance and financial services, safety education, and public affairs. AAA is also an undisputed leader in travel information and services.

In 1937, the first AAA field representatives were hired to inspect lodgings and restaurants, and in 1963, AAA began assigning lodging ratings from 'good' to 'outstanding'. In 1977 — AAA's 75th (diamond) anniversary — the Diamond Rating system was introduced for lodgings, with restaurants included in 1989.

In 1987, the first *AAA Lodging Diamond Rating Guidelines* booklet was introduced for industry review. Prior to this date, only minimum approval requirements were printed and distributed upon request.

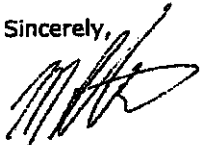
The new edition of the *AAA Approval Requirements and Diamond Rating Guidelines* was designed with two objectives in mind:

- To ensure that our ratings program is accurate and consistent when compared to meeting the travel needs of over 50 million AAA members.
- To provide hospitality professionals a valuable reference so they may be successful in achieving their goal as it relates to AAA Approval and our proprietary *Diamond Rating Process*.

To that end, we feel that it is important to partner with the hospitality industry by gathering input, discussing the meaning of our ratings, and openly sharing how the Diamond Rating Process is applied at the property level. We strongly urge property representatives to take full advantage of the information provided by AAA inspectors during an evaluation, since our experts are exposed to a wide range of properties throughout the United States, Canada, Mexico and the Caribbean. AAA evaluates more than 32,000 accommodations, 28,000 restaurants and nearly 11,000 campgrounds as key content for over 168 million copies of travel-related materials annually. AAA travel products are wide-ranging and include 26 regional *TourBook*® guides, 11 regional *CampBook*® guides, *AAA.com*— including the well-known *TripTik*® Travel Planner—as well as, numerous retail guidebooks, atlases and maps.

We look forward to your continued service on behalf of AAA members at large and appreciate your participation in AAA programs.

Sincerely,



Michael Petrone, CEC
Director/AAA Tourism Information Development

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Section One

The Diamond Rating Process

Defining AAA Approval Requirements and AAA Diamond Rating Guidelines

It is important to note the difference between AAA Approval Requirements and Diamond Rating Guidelines as this concept is often misunderstood. The evaluation process is made up of three parts: Approval Requirements, objective Diamond Rating Guidelines, and subjective elements based on the professional experience and training of AAA Inspectors — who visit over 32,000 lodgings each year.

The essential AAA Approval Requirements are common-sense qualifications that AAA members have told us are important to them and, similarly, that most professional operators routinely employ. **All properties must first meet this set of criteria in order to be considered for AAA Approval and Diamond Rating.**

The Diamond Rating Guidelines are not rating requirements, but are components used to determine the appropriate Diamond Rating level. Diamond Rating guidelines are simply a reflection of what is typically seen throughout the various market segments of the lodging industry. Therefore, failure to meet some of the components listed for the ratings categories does not necessarily preclude the achievement of that rating. During our evaluation, inspectors will assess the strengths and weaknesses of the property and assign the most appropriate rating that will provide the best match in meeting AAA member expectations.

Furthermore, not all of the Diamond Rating Guidelines will apply to all property types. For example: meeting rooms would not be expected at a Bed & Breakfast property, but would be essential at a convention-oriented hotel. Also, the availability and type of swimming pool will be dictated by climatic influences and/or the property classification. AAA inspectors will only use the sections of the Diamond Rating Guidelines that are appropriate for the property classification in assessing the overall Diamond Rating.

Applying for a AAA Diamond Rating

AAA CONSIDERS ALL VALID APPLICATIONS FOR EVALUATION. To be considered a valid applicant for AAA evaluation, lodging properties must meet all of the **Approval Requirements** for their property category. These minimum requirements reflect members' basic expectations.

Prior to completing an *Application For Evaluation* (provided at: www.AAA.biz/Approved), please review the requirements to verify your property's eligibility to apply. **Currently listed establishments need not reapply, as our inspectors will routinely conduct an evaluation of your property on a continual basis.**

Include recent and accurate pictures of the exterior, public areas, as well as examples of a standard guest unit and bathroom, and return to AAA. Please note that if our research indicates past disqualifying issues, you may be asked to provide written documentation of the corrective action taken since then.

As of August 1, 2006, lodging properties that request evaluation by AAA are charged a nonrefundable application fee: \$150 for first-time applicants and \$300 for repeat applicants that previously failed an evaluation or were disassociated from AAA for any reason. The fee does not apply to currently **Approved and listed** establishments that remain in good standing.

Please do not send a payment with the initial application. On receipt of your *Application For Evaluation*, AAA will provide written notice regarding the status of your application and, if accepted for further consideration, an invoice for your application fee. On receipt of payment, AAA will schedule your property for an unannounced evaluation within one year.

All application fees should be made in U.S. funds and are nonrefundable and will have no bearing on the outcome of evaluations. AAA conducts property evaluations as a service to members, and does not guarantee that all applicants will be **Approved** and listed in member publications.

Basic listings are provided without charge to **Approved** properties.

AAA does not guarantee an immediate evaluation of all properties that apply, but does guarantee a fair review of all applications. Additionally, AAA reserves all rights to apply priority consideration to those properties demonstrating traits that provide the highest degree of AAA member value. Through ongoing member research, AAA has developed criteria reflecting key elements of consideration in making travel-related decisions. Some examples of AAA member value criteria are:

- LOCATION
- NEWLY BUILT / RENOVATED
- HIGH DEGREE OF CLEANLINESS AND COMFORT
- APPROPRIATELY MAINTAINED CONDITIONS
- PRICE (willingness to provide a discount or best rate available)

Once your property is approved, it will be evaluated at least once per evaluation cycle by a AAA inspector. All evaluations are unannounced to ensure that our inspectors see your property just as our members would see it. The conditions noted at the time of the annual evaluation will be the basis of the decision to list or rate a property. This decision is at the sole discretion of AAA. **By applying for an evaluation, you agree to allow AAA to publish your property information and the respective Diamond Rating in our travel publications.** AAA will make every effort to ensure that your property is fairly represented.

If, after continued review, or up to and including the end of one year, the property is determined to be of limited AAA member value, a letter will be sent advising that the property has been released from any further consideration.

AAA Approval Requirements

AAA APPROVAL REQUIREMENTS REFLECT THE MINIMUM ACCEPTABLE CONDITIONS AS ESTABLISHED THROUGH MEMBER SURVEYS AND CONTINUOUS FEEDBACK.

To be AAA Approved and Diamond Rated, an establishment must meet the following requirements:



Cleanliness and Condition

1. All facilities directly associated with a property must be clean and well-maintained throughout.
2. At a minimum, each guest unit must be thoroughly cleaned, with complete bed and bath linens changed between guest stays.
3. Fresh linens, maid services, and bathroom supplies must be available upon request.

Management Style of Operation

4. A property may not use AAA trademarks—including but not limited to the AAA logo and Diamond Rating, without AAA's prior written consent.
5. The property must be appropriately located for business or leisure travel.
6. The establishment must be a primarily transient operation with four or more units available for AAA members.
7. The establishment must provide AAA room rates for travel publications as requested.
8. The establishment must assist AAA in the resolution of member complaints.
9. The establishment must accommodate unannounced AAA property evaluations within 20 minutes of notice.
10. All property staff must conduct business in a professional and ethical manner providing attentive, conscientious service to guests.
11. A property must only place AAA members in AAA inspected and approved guest units—overflow buildings or guest units (associated with the property but not approved by AAA) are unacceptable.
12. Property management, or their representative, must be readily accessible at all times for guest needs or requests.
13. Guests must have easy access to 24-hour incoming and outgoing phone service, ensuring prompt guest unit message delivery. *Emergency messages must be delivered to the guest immediately upon receipt.*
14. Management will readily provide property information as requested by AAA on a continual basis for the purpose of maintaining the most accurate travel information for AAA publications.
15. The establishment must be in compliance with all local, state, and federal codes.

Exterior and Public Areas

16. Properties must have accurate, legible signage in appropriate areas.
17. All facilities directly associated with a property (such as a restaurant, health club, gift shops, recreation facilities, etc.) provided for guest's use must meet all appropriate AAA Approval Requirements.
18. Adequate illumination is required in all public areas. This includes sufficient lighting in all corridors, walkways, stairways, landings, parking areas, etc.

Guest Rooms

19. Each guest unit must contain a comfortable bed with a mattress pad, two sheets, two pillows with pillowcases, and an appropriate bed covering.
20. Each guest unit must have a nightstand or equivalent by each bed, a chair, a writing surface, a waste container, clothes-storage space, and clothes-hanging facilities with hangers for two guests.
21. Each guest unit must have adequate shades, drapes, or blinds to cover all windows or other transparent areas to provide the guest with privacy.
22. The level of soundproofing must be adequate to muffle outside noises and normal sounds in adjacent units and public areas.
23. Each guest unit must have an active light switch at the main entry.
24. Each guest unit must have good illumination at a writing surface, a sitting area, and at each bed.
25. Each guest unit door must be equipped with **both** a primary lock and a secondary deadbolt lock.

A **primary lock** is defined as a device that permits a guest to enter a unit using some form of key and allows the door to be locked while the unit is occupied and when the guest leaves the unit. Passkeys assigned to appropriate staff members will function to operate only these locks.

A **secondary lock** is defined as a mortised, deadbolt-locking device with a throw that extends at least one inch from the edge of the door into the door frame. This permits a guest an extra measure of security against any unwanted intrusions. Unlike the primary lock, deadbolt master keys will not be provided to guests or to staff. **Master key systems will be acceptable when the emergency master key is only available to top management and security personnel.**

Secondary Lock Variances

In certain instances, the requirement for secondary locks may be modified to meet a variety of exceptions. The most common are noted below. AAA claims the right of final arbitrator in all decisions of this nature.

Sliding Glass Doors - Each sliding door must be equipped with an effective locking device. A secondary security lock is required on all ground floor doors and those which are accessible from common walkways and adjoining balconies.

French Doors - In addition to the deadbolt lock requirements, surface-mounted slide bolts must be provided at the top and bottom to secure the stationary/auxiliary door. These bolts must extend into the upper doorframe and the lower doorframe or floor and must be strong and sturdy mechanisms.

26. Each door to connecting guest units or maintenance corridors must be equipped with a deadbolt lock.
27. Each guest unit entry door must have a viewport or window convenient to the door.
28. Each window overlooking a common walkway or in a ground floor unit must be equipped with a functional lock.
29. Each guest unit must have an operational, single station smoke detector. Hard-wired smoke detectors are preferred. When battery-operated detectors are used, there must be an adequate maintenance program to routinely test and replace batteries.

Guest Bathrooms

30. Each guest unit must have its own private bathroom.
31. All bathrooms must contain a toilet, a sink with a well-lit mirror and a convenient electrical outlet, adequate shelf space, and a tub or a shower with a non-slip surface.
32. Each bathroom must be equipped with toilet tissue, a cloth bath mat, and two bars of soap or equivalent—furthermore, each guest must be provided a bath towel, hand towel, face cloth, and a drinking tumbler.
33. All toilet area surfaces (floors, walls, baseboards, etc.) must be non-porous to facilitate proper sanitation. (For example, carpeting is not acceptable in the toilet area.)

The AAA Evaluation and Diamond Rating Process

The AAA Evaluation and Diamond Rating Process primarily consists of three parts:

- **INTRODUCTION, INTERVIEW**
- **PROPERTY TOUR AND PRACTICAL APPLICATION OF THE APPROVAL REQUIREMENTS AND DIAMOND RATING GUIDELINES**
- **ASSESSMENT SUMMARY**

First, all establishments must meet **AAA Approval Requirements** and be determined to provide member value. This validation is conducted through a combined process of applications, inspections, referrals, and media research.

If a property is presumed to qualify, one of our inspectors will visit and observe the curbside appeal, exterior, and other factors pertaining to the basic foundation of the establishment. This preliminary review will verify that this property clearly exhibits characteristics that would appeal to AAA members.

If satisfied, our representative will contact the owner, general manager, or property designee for a brief interview. This interview is an extremely important part of the evaluation, as factual data is gathered for inclusion into our travel information inventory with potential use in AAA's worldwide printed and electronic publications. This session also gives the property representative a chance to advise AAA of any plans for improvement that may be forthcoming.

Following the interview, the inspector will tour the establishment with the property representative to assess the **AAA Approval Requirements & Diamond Rating Guidelines**. The tour will include an evaluation of all public areas and a cross section of rooms. The inspector will discuss both strengths and weaknesses of the property as it relates to our Guidelines. *This dialogue is unique to the AAA Diamond Rating Process and is a valuable resource to any property.*

The overall evaluation process will include the review of six key areas:

- **CLEANLINESS AND CONDITION**
- **MANAGEMENT AND STAFF**
- **EXTERIOR, GROUNDS, AND PUBLIC AREAS**
- **GUESTROOM DECOR, AMBIANCE, AND AMENITIES**
- **BATHROOMS**
- **GUEST SERVICES (if applicable)**

Cleanliness and condition

All establishments must be clean, comfortable, and well-maintained. The inspector will evaluate the overall condition of the property to determine if the property meets above average standards and should be considered for a Diamond Rating.





Management and staff

Properties will receive a mark of 'Pass' or 'Fail' based on the manner of interaction with all property representatives. The inspector will be evaluating the overall level of hospitality, professionalism, and deportment. It is critical to receive a passing mark to be considered for a Diamond Rating.

Exterior, grounds, and public areas

This area is assigned a specific rating overall based on the components listed under the applicable Diamond Rating Guidelines section. Varying weights are applied based on the classification of the property. For example, the exterior, grounds, and public areas at a resort carry more weight than at a downtown hotel.



Guestroom décor, ambiance, and amenities

This area is assigned a specific rating overall based on the components listed under the applicable Diamond Rating Guidelines section. Varying weights are applied based on the classification of the property. For example, the room décor, ambiance, and amenities at a hotel carry more weight than at an outdoor vacation resort.

Bathrooms

This area is assigned a specific rating overall based on the components listed under the applicable Diamond Rating Guidelines section. Weights remain relatively the same regardless of classification.



Guest services

A high level of guest services is the hallmark of the coveted AAA Four and Five Diamond Ratings. All properties must first match the physical guidelines respective of the Four or Five Diamond levels to qualify for a series of anonymous visits by AAA inspectors. Our overnight hospitality assessment includes a review of twelve critical areas and measures approximately 300 guest interaction points. All properties must achieve at least a Four Diamond Rating in

guest services to be considered for a Four Diamond Rating overall; similarly, a property must achieve a Five Diamond Rating in guest services to be considered for a Five Diamond Rating overall.

THE ACHIEVEMENT OF A AAA DIAMOND RATING MEANS THAT AN ESTABLISHMENT IS ONE OF AN EXCLUSIVE GROUP THAT HAS SUCCESSFULLY COMPLETED THIS THOROUGH EVALUATION PROCESS.

If a property is approved, the inspector will assign, or recommend, a Diamond Rating or FYI designation as appropriate based on conditions that exist at the time of the evaluation. The inspector will provide the property representative a written summary of the evaluation, including the rating decision. The frequency of subsequent AAA evaluations varies slightly, depending on the classification and the assigned rating of each establishment.

Section Two

The Diamond Rating Guidelines

AAA DIAMOND RATINGS REPRESENT A COMBINATION OF THE OVERALL QUALITY, THE RANGE OF FACILITIES, AND THE LEVEL OF HOSPITALITY OFFERED BY A PROPERTY. These widely recognized and trusted symbols help AAA members choose lodgings that will meet their needs and expectations.

AAA inspectors are responsible for determining a property's Diamond Rating based on established standards that are developed with input from our trained professionals, AAA members, and various lodging industry professionals.

AAA's Diamond Rating Guidelines indicate what is typically found at each rating level. However, the size, age, and overall appeal of an establishment are also considered, as well as regional architectural style and design. Diamonds are assigned based on the average of all property characteristics, with a focus on overall guest impression rather than on individual elements. Therefore, not meeting a guideline (in one area) may not necessarily affect the overall Diamond Rating.

The final factor in determining the Diamond Rating for a property is professional judgment, which is a very important part of the rating assessment. Our inspectors are North America's travel experts based upon ongoing training and experience in conducting more than 32,000 lodging evaluations per year.

What the Diamond Ratings Mean

One Diamond



These establishments typically appeal to the budget-minded traveler. They provide essential, no-frills accommodations. They meet the basic requirements pertaining to comfort, cleanliness, and hospitality.

Two Diamond



These establishments appeal to the traveler seeking more than the basic accommodations. There are modest enhancements to the overall physical attributes, design elements, and amenities of the facility - typically at a moderate price.

Three Diamond



These establishments appeal to the traveler with comprehensive needs. Properties are multifaceted with a distinguished style, including marked upgrades in the quality of physical attributes, amenities, and level of comfort provided.

Four Diamond



These establishments are upscale in all areas. Accommodations are progressively more refined and stylish. The physical attributes reflect an obvious enhanced level of quality throughout. The fundamental hallmarks at this level include an extensive array of amenities combined with a high degree of hospitality, service, and attention to detail.

Five Diamond



These establishments reflect the characteristics of the ultimate in luxury and sophistication. Accommodations are first class. The physical attributes are extraordinary in every manner. The fundamental hallmarks at this level are to meticulously serve and exceed all guest expectations while maintaining an impeccable standard of excellence. Many personalized services and amenities enhance an unmatched level of comfort.

GLOSSARY:

- ▶ **Climate controlled** – Heat, ventilation and/or air conditioning and cooling.
- ▶ **Dated** – Marked by features of the past, showing the effects of long use or wear; unfashionable.
- ▶ **Form** – The essence of design or configuration.
- ▶ **Function** – The action for which something is fundamentally fitted or purposed.
- ▶ **Plus** – When you see this term used (such as **3D, plus**), it means that the rating includes the **bolded** elements of the previous columns in addition to elements of the current column.
- ▶ **Residential** – Of, or relating to, or connected with, residential style; invokes a personal presence of home.

Diamond Rating Guidelines – Exterior

EXTERIOR					
	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
GENERAL CURB APPEAL	<p>1D: Clean, well-maintained exterior; no visible damage or deterioration; no clutter; no graffiti; no peeling paint or rust; no overgrown plants or weeds; no clutter; no graffiti; no peeling paint or rust; no overgrown plants or weeds.</p>	<p>2D: Clean, well-maintained exterior; no visible damage or deterioration; no clutter; no graffiti; no peeling paint or rust; no overgrown plants or weeds; no clutter; no graffiti; no peeling paint or rust; no overgrown plants or weeds.</p>	<p>3D: Clean, well-maintained exterior; no visible damage or deterioration; no clutter; no graffiti; no peeling paint or rust; no overgrown plants or weeds; no clutter; no graffiti; no peeling paint or rust; no overgrown plants or weeds.</p>	<p>4D: Clean, well-maintained exterior; no visible damage or deterioration; no clutter; no graffiti; no peeling paint or rust; no overgrown plants or weeds; no clutter; no graffiti; no peeling paint or rust; no overgrown plants or weeds.</p>	<p>5D: Clean, well-maintained exterior; no visible damage or deterioration; no clutter; no graffiti; no peeling paint or rust; no overgrown plants or weeds; no clutter; no graffiti; no peeling paint or rust; no overgrown plants or weeds.</p>
Landscaping	<p>Limited quantity and variety of landscaping; Basic design</p>	<p>Enhanced quantity, function, and variety of landscaping; Coordinated design</p>	<p>Various landscape features are well-coordinated for form, function, and seasonality; An ample quantity and variety of plants are integrated with buildings, walkways, parking lots, courtyards, gardens, etc.</p>	<p>3D, plus: Excellent variety of mature plants; Obviously professionally planned and manicured</p>	<p>4D, plus: Elegant and extensive variety of landscaping, with meticulous attention to detail in placement and care</p>

EXTERIOR

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Building Structure; Design	Basic or dated in style	Modest enhancements to form and function via roofing, windows, siding, or some other architectural feature(s)	Significantly enhanced in form and function with some residential appointments, such as: enhanced roofs, intricate moldings, window treatments, balconies, chimneys, etc.	3D. plus: Obviously upscale	4D. plus: Extraordinary with unique architectural features
Main Entrance	No drive-through covered entry	Drive-through covered entry; Limited capacity (one-car width)	2D. plus: Increased capacity (two-car width); Structure is decorative	3D. plus: Oversized capacity (two-car width and depth); Upscale design and appointments	4D. plus: Elegant design and appointments
Parking	Varied surfaces; Illumination is adequate	1D. plus: Paved and marked areas	2D. plus: Lighting is well-positioned, from multiple sources, and provides a good level of overall illumination	3D. plus: Lighting fixtures reflect upscale characteristics with respect to the design of the property Valet parking upon request or some other upgraded feature, such as: covered/indoor parking, shuttle service, or evidence of added security	4D. plus: Valet parking is automatic

GLOSSARY:

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- ▶ **Form** – The essence of design or configuration.
- ▶ **Function** – The action for which something is fundamentally fitted or purposed.
- ▶ **Plus** – When you see this term used (such as **2D. plus**), it means that the rating includes the **bolded** elements of the previous columns in addition to elements of the current column.
- ▶ **Residential** – Of, or relating to, or connected with; residential style; Invokes a personal presence or home.

Diamond Rating Guidelines – Public Areas

PUBLIC AREAS					
	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
GENERAL DÉCOR STYLE	Basic materials, simple finishes, and minimal decorative elements.	Enhanced materials, simple finishes, and minimal decorative elements.	Enhanced materials, simple finishes, and minimal decorative elements.	Enhanced materials, simple finishes, and minimal decorative elements.	Enhanced materials, simple finishes, and minimal decorative elements.
Floor Coverings	Basic material, such as: linoleum, painted concrete, or low density pile carpet with padding that provides little or no comfort underfoot (floor feels hard)	Enhanced material, such as: wood laminates and vinyl, or medium density pile carpet with padding that provides average comfort underfoot	2D. plus: Wood laminates or carpet with enhanced design, such as: patterns, textures, or inlays; Decorative tile (ceramic, stone, concrete, terra cotta, etc.); Hard surfaced floors have decorative area rugs as appropriate	3D. plus: High grade wood, marble, granite, or other upscale stone floors, or high density pile carpet with padding that provides exceptional comfort underfoot	4D. plus: Custom inlays or textured enhancements that provide an overall design that is obviously elegant and unique; Area rugs are luxurious and unique

PUBLIC AREAS

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Wall Coverings including Interior Corridors (if applicable)	Walls are of basic material and design, such as: cinder block with a plain paint finish, standard grade wood, prefab modular laminate paneling, or wallpaper	Wall treatments are modestly enhanced, such as: drywall with basic paint finish or plain vinyl coverings; Rubber or vinyl baseboards	Decorative wall treatments, such as: drywall with textured and painted finish, decorative vinyl coverings, or select grade wood/stone; Chair rails and carpeted baseboards	3D, plus: At least one significant upscale design enhancement, such as: accent wall(s), furniture-finish wood paneling, soft wall coverings, ceiling trim, architectural feature, wainscot, etc.; Wood baseboards	4D, plus: Wall finishes are of the highest grade materials; Accented with multiple luxurious design enhancements
Ventilation		Climate controlled	Climate controlled	Climate controlled	Climate controlled
Exterior Corridors (if applicable)	Building structure and design is basic or dated in style	Weather appropriate (Provides protection and comfort with respect to climatic elements); Building structure shows modest enhancements to design and function via roofing, windows, siding, or some other architectural feature(s)	2D, plus: Building structure and design is significantly enhanced in form and function with some residential appointments, such as: enhanced roofs, moldings, window treatments, etc.	3D, plus: Building structure and design is obviously upscale	4D, plus: Extraordinary with unique architectural features
Landscaping (Relating to Exterior Corridors)	Limited quantity and variety of landscaping; Basic design	Enhanced quantity, function, and variety of landscaping; Coordinated design	Various landscape features are well-coordinated for form, function, and seasonality; An ample quantity and variety of plants are integrated with buildings, walkways, parking lots, courtyards, gardens, etc.	3D, plus: Excellent variety of mature plants; Obviously professionally planned and manicured	4D, plus: Elegant and extensive variety of landscaping, with meticulous attention to detail in placement and care

PUBLIC AREAS

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Wall Hangings/ Decorative Enhancements		Poster(s) or commercial artwork with thin, un-enhanced wood, metal, or plastic frame(s)	Matted artwork (common or commercial) in enhanced frame(s) or other decorative appointments	Variety of matted and framed or unframed canvas artwork (varied sizes and scenes) or other appointments that provide a distinctive or thematic upscale appeal	4D. plus: Variety of styles and accent pieces, such as: limited edition prints, canvas art, tapestries, or lithographs with enhanced matting and preservation frames, assorted artisan pieces or sculptures, floral displays or plants
Ceilings	Basic material and design, such as: drop tile, concrete, or standard grade wood	Modest enhancements to material and design, such as: enhanced drop tile, painted drywall, popcorn finish, sand textured concrete, etc.	Predominant use of decorative elements to painted drywall, such as: an advanced textured finish (knockdown, orange peel, comb, slap brush, etc.) or select grade wood/stone	3D. plus: One architectural or design feature, such as: treys, beams, medallions, vaulted/volume, murals/stencils, tin tiles or skylights, ceiling fans, special effect lighting, etc.	4D. plus: Multiple architectural or design features
Illumination	Basic lighting fixtures that provide an adequate level of overall illumination	Lighting fixtures are modestly enhanced in style, positioning, and function to provide a good level of overall illumination	2D. plus: Lighting fixtures are decorative and well-coordinated for form and function	3D. plus: Lighting fixtures reflect upscale design and provide an excellent level of overall illumination	4D. plus: Custom lighting fixtures of outstanding quality provide a unique illumination effect
Signage	Basic design in limited locations throughout the property	Modestly enhanced design in appropriately placed locations throughout the property	2D. plus: Decorative enhancements in design	3D. plus: Upscale design in ample locations	4D. plus: Custom design creatively placed for a unique effect

PUBLIC AREAS

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Lobby/ Registration Area	Obviously restricted by size and/or placement of appointments; Basic counter registration with limited or no seating capacity	Modest restrictions due to size and/or placement of appointments; Seating arrangement for one small group, such as: a sofa and two arm chairs	No restrictions, as placement of appointments is well-proportioned to area size; Expanded seating arrangement accommodating two small groups; Placement of appointments is well-proportioned to area size and traffic flow	Area size and placement of appointments provide an obvious degree of spaciousness allowing increased ease of movement for many guests; Multiple conversational groupings, including one or more privacy areas; Identifiable guest service area and bell stand	Area size and placement of appointments provide a free flowing abundance of space that contributes to the ultimate level of comfort and relaxation for many guests; Identifiable concierge area
Furniture	If available, predominantly basic materials, such as: particle board, laminate, or vinyl finishes; Dated styles with limited coordination; Provides an adequate level of comfort	An increased level of coordination; Modest enhancements in materials, design, and function; Provides an enhanced level of comfort	Decorative and well-coordinated for form and function; Overall construction and design reflects current industry trends, such as: Melamine resins, solid wood trim, or upgraded laminate finishes; Provides an obvious degree of comfort	3D, plus: Modern or antique upscale style and materials, such as: solid wood, polished metals, leather, designer fabric, veneer finishes with solid wood accents, laminate insets, etc.; Provides an exceptional degree of comfort	4D, plus: Luxurious, unique, and elegant custom design and workmanship
Ice, Vending, Sundries & Shops	Ice machine(s) available Vending machine(s) available	Multiple sealed ice machines Basic hygiene amenities, such as: toothbrush/paste, razors, mouthwash, shower caps, combs, etc., available at the front desk or in vending machine	2D, plus: Located in a recessed area Dedicated sundry area offering a variety of merchandise, such as: health and beauty needs, food, beverage, and reading materials	3D, plus: Conveniently located and appropriately soundproofed Upscale gift shop	Specialized service, delivery or in-room honor bar Variety of first-class shops

PUBLIC AREAS

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Business Center		Personal computer, with Internet access, available in lobby for guests' use	Dedicated open area (out of traffic pattern) with desk and chair, to include at least three business-related items, such as: PC, printer, copier, fax machine, supplies, etc.	3D. plus: Well-appointed, enclosed area; Multi-guest capability with comprehensive office supplies	4D. plus: Luxurious surroundings include the latest business technology; Professionally staffed area
Elevator		Elevator is available for guests' use in multi-story buildings	2D. plus: Primarily dedicated to guests' use; Prompt response, quick moving, and spacious; Elevator includes decorative appointments; Landing includes a limited (four) amount of decorative furnishings, such as: tables, lamps, phone, artwork, chair, mirror, flowers, etc., and is recessed from the lobby and guestroom corridors	3D. plus: Multiple elevators include upscale appointments; Landings include a variety of upscale furnishings (five), such as: sofa table, lamps/wall sconce, phone, artwork, chair, coffee table, mirror, flowers/plants, etc.; Additional service elevator is available for staff's use	4D. plus: Elevator cabs have dual call button panels; landings are elegant with luxurious, unique, and artistic appointments
Miscellaneous		Artificial or live plants in limited locations	Good variety of live plants or artificial floral arrangements used as appropriate for decorative accents throughout the property	Abundant variety of live plants, silk, or dried floral arrangements used as appropriate to enhance an upscale theme throughout the property	Garden-fresh condition, outstanding variety of live plants and flowers that are uniquely arranged to provide a luxurious appeal throughout the property

PUBLIC AREAS

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Miscellaneous (cont'd)		Limited (washer and dryer only) coin-operated laundry facilities	Expanded coin-operated laundry facilities, such as: multiple machines, vending supplies, folding table, etc. -or- valet laundry	Valet laundry and pressing available	4D, plus: Personalized services available, such as: one hour pressing, shoeshine, tailoring or alterations, etc.
		Luggage carts available	2D, plus: Design enhancements, such as: solid construction, larger, smooth tracking wheels, and bumper guards	3D, plus: Upscale design enhancements, such as: brass or metal finish, carpeted base, and multiple hanging capabilities. Luggage assistance available upon request	Luggage assistance upon arrival is automatic
Meeting Rooms		Private meeting room available; Basic audiovisual equipment available, such as: projectors, microphones, television, sound system, etc.	Expanded meeting space with decorative appointments; Increased variety of audiovisual equipment available, such as: dropdown projector and screen, smart lectern, controlling lights and surround sound, multi-casting, wireless communication, etc.; Some conference services available, such as: planning assistance, catering, and most technology needs	A variety of meeting rooms, such as: ballroom, boardroom, theatre, and/or meeting rooms of various sizes, with upscale appointments; All audiovisual equipment is state-of-the-art; Full conference services available including on-site professional conference planner and technical support	4D, plus: Luxuriously appointed, first-class facilities; Custom conference services

PUBLIC AREAS

ONE
DIAMOND

TWO
DIAMOND

THREE
DIAMOND

FOUR
DIAMOND

FIVE
DIAMOND

Economy

Mid-Scale

Mid-Scale Plus

Upscale

Ultra-Luxury

Food & Beverage:

Restaurant
(if applicable)

OR



Breakfast Area

Expanded Continental - At minimum, two items in each of the following categories: juice, coffee, fresh fruits, low sugar breads, sweet breads, and cereals with milk.

One full-service outlet or food court (comparable to a one diamond restaurant) onsite:

2D, plus: (comparable to a two diamond restaurant); Lounge or bar area

Upscale, full-service restaurant (comparable to a three diamond restaurant); **Separate lounge or bar area;** Room service available for breakfast, lunch, and dinner

4D, plus: Multiple outlets (at least one is comparable to a four diamond restaurant); Room service available 24/7

OR



Standard continental breakfast (minimum: juice, pastry, and hot beverage) is served in a dedicated area with modest restrictions due to size and/or placement of appointments; Limited seating is available

OR



Expanded continental breakfast, or more, is served in a dedicated area that is distinctly separate from the lobby traffic; Appointments are well-proportioned to area size, with appropriate seating for the size of the establishment; Television

Recreational Facilities:

Swimming Pool

Pool area with a limited amount of furniture of basic or mixed styles; Property location determines seasonal availability

Weather appropriate pool (usable at least nine months annually); Area is well-appointed with a good variety of decorative, comfortable pool furniture; Hot tub or whirlpool spa

3D, plus: Pool area reflects the use of upscale building materials and design, with a variety of pool furniture; **Hot tub or whirlpool spa, steam room, or sauna;** **Food and beverage service is available poolside**

4D, plus: Pool area is of elegant design, with unique appointments, such as: sculptures, waterfalls/features, exotic plants and gardens, stone/tile surfaces with designer inlays, etc.; Outstanding variety of luxurious furniture; Cabanas; Full-time professional attendant is on duty

PUBLIC AREAS

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Spa				Full spa services available	Full spa onsite
Exercise Room		Two pieces of equipment on site in a designated room	2D, plus: Three or more pieces of equipment; Room is enhanced with at least three purposeful appointments, such as: mirrored walls, television, water cooler, bathroom, towels, clock, scales, etc.	3D, plus: Five or more pieces of state-of-the-art equipment, including cardio and weight training capability	4D, plus: Ten or more pieces of equipment; Luxurious health club environment; dressing area includes: lockers, showers, and restrooms; Full-time professional attendant is on duty; In-room exercise equipment available
Additional Facilities/ Programs (Golf, tennis, boating, horseback riding, children's activities, babysitting, etc.)			Multiple facilities/ programs onsite; Some with off-site privileges	3D, plus: Arrangements are made for off-site services	4D, plus: First-class facilities/ programs with custom concierge services provided
Restrooms		One unisex	Separate gender restrooms in a convenient location (If property has expanded meeting facilities, then additional restrooms are available in proportion)	3D, plus: Upscale appointments	4D, plus: First-class with luxurious appointments

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- ▶ **Residential** – Of, or relating to, or connected with, residential style; invokes a personal presence of home.

Diamond Rating Guidelines – Guestroom

GUESTROOM					
	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
GENERAL DÉCOR STYLE	<p>Decorative elements are dated and/or worn. Furniture is dated and/or worn. Bedding is dated and/or worn. Linens are dated and/or worn. Bathrooms are dated and/or worn. Overall appearance is dated and/or worn.</p>	<p>Decorative elements are dated and/or worn. Furniture is dated and/or worn. Bedding is dated and/or worn. Linens are dated and/or worn. Bathrooms are dated and/or worn. Overall appearance is dated and/or worn.</p>	<p>Decorative elements are dated and/or worn. Furniture is dated and/or worn. Bedding is dated and/or worn. Linens are dated and/or worn. Bathrooms are dated and/or worn. Overall appearance is dated and/or worn.</p>	<p>Decorative elements are dated and/or worn. Furniture is dated and/or worn. Bedding is dated and/or worn. Linens are dated and/or worn. Bathrooms are dated and/or worn. Overall appearance is dated and/or worn.</p>	<p>Decorative elements are dated and/or worn. Furniture is dated and/or worn. Bedding is dated and/or worn. Linens are dated and/or worn. Bathrooms are dated and/or worn. Overall appearance is dated and/or worn.</p>
Free Floor Space	<p>Obviously restricted by size and/or placement of appointments; however, provides guest an adequate level of comfort</p>	<p>Modest restrictions due to size and/or placement of appointments</p>	<p>No restrictions, as placement of appointments is well-proportioned to room size</p>	<p>Room size and placement of appointments provide an obvious degree of spaciousness, allowing increased ease of movement for multiple guests</p>	<p>Room size and placement of appointments provide a free flowing abundance of space that contributes to the ultimate level of comfort and relaxation for multiple guests</p>

GUESTROOM

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Floor Coverings	Basic material, such as: linoleum or low density pile carpet with padding that provides little or no comfort underfoot (floor feels hard)	Enhanced material, such as: wood laminates and vinyl, or medium density pile carpet with padding that provides average comfort underfoot	2D. plus: Wood laminates or carpet with enhanced design, such as: patterns, textures, or inlays; Decorative tile (ceramic, stone, concrete, terra cotta, etc.); Hard surfaced floors have decorative area rugs as appropriate	3D. plus: High grade wood, marble, granite, or other upscale stone floors, or high density pile carpet with padding that provides exceptional comfort underfoot	4D. plus: Custom inlays or textured enhancements that provide an overall design that is obviously elegant and unique; Area rugs are luxurious and unique
Wall Coverings	Basic material and design, such as: cinder block with a plain paint finish, standard grade wood, prefab modular laminate paneling, or wallpaper	Wall treatments are modestly enhanced, such as: drywall with basic paint finish or plain vinyl coverings; Rubber or vinyl baseboards	Decorative wall treatments, such as: drywall with textured and painted finish, decorative vinyl coverings, or select grade wood/stone; Carpeted baseboards	3D. plus: At least one significant upscale design enhancement, such as: accent wall(s), furniture-finish wood paneling, soft wall coverings, ceiling trim, architectural feature, wainscot, chair rails, etc.; Wood baseboards	4D. plus: Wall finishes are of the highest grade materials; Accented with multiple luxurious design enhancements
Wall Hangings/ Decorative Enhancements		Poster(s) or commercial artwork with thin, un-enhanced wood, metal, or plastic frame(s)	Matted and framed artwork (common or commercial) in enhanced frame(s) or other decorative appointments	Variety of matted and framed artwork (varied sizes and scenes) or other appointments that provide a distinctive or thematic upscale appeal	4D. plus: Variety of styles and accent pieces, such as: limited edition prints, canvas art, tapestries, or lithographs with enhanced matting and preservation frames, assorted artisan pieces or sculptures, floral displays or plants

GUESTROOM

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Ceilings	Basic material and design, such as: drop tile, concrete, or standard grade wood	Modest enhancements to material and design, such as: enhanced drop tile, painted drywall, popcorn finish, sand textured concrete, etc.	Predominant use of decorative enhancements to painted drywall, such as: an advanced textured finish (knockdown, orange peel, comb, slap brush, etc.) or select grade wood/stone	3D, plus: One architectural or design feature, such as: trays, beams, medallions, vaulted/volume, murals/stencils, tin tiles or skylights, ceiling fans, special effect lighting, etc.	4D, plus: Multiple architectural or design features
Window Coverings	Basic drapes, blinds, or shades offering limited blackout effect from the sun or outside light sources	1D, plus: Full blackout effect	2D, plus: Two design enhancements, such as: blinds, shutters, sheers, fabric side panels, valance, glass treatment, cornice, etc., provides a professional design effect	3D, plus: Three or more design enhancements	4D, plus: Elaborate, luxurious, and unique visual effect
Bed	No headboard -or- headboard and mattress are of basic materials and plain design (vinyl flat top); Box spring or bed base	Headboard and mattress are of modestly enhanced material and design (quilted, soft top); Box spring or bed base	2D, plus: Decorative headboard	Upscale headboard, bed base and mattress which includes a comfort enhancement, such as: pillow top, memory foam padding, adjustable comfort level, etc.	4D, plus: Elaborate, luxurious, and unique visual appeal
Bedding	Bed coverings are of basic style; Bed linens are of common blends and thread counts (sheer, coarse to touch); Pillows are of a standard grade (thin Polyester batting)	Bed coverings are quilted or modestly enhanced in style; Bed linens are of average (180-250) thread count, closely woven and smooth to touch; Pillows are of an enhanced grade (thick Cluster Fiber)	2D, plus: Two accent features, such as: comforter, duvet, dust ruffles, bed throw/scarf, multiple pillows, accent pillows/shams or triple sheeting	Bed coverings include three or more accent features (see 3D); Bed linens are of increased thread count (>250), tightly woven, crisp, and very soft to the touch; Pillows are of an upscale grade, such as: down or feather	4D, plus: ≥ 300 thread count bed linens (Egyptian cotton, satin, silk or similar) provide a super soft, silk-like feel; Choice of pillow fills, such as: silk, wool, cashmere, premium foams, latex or goose down, etc., is provided

GUESTROOM

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Clothes Storage Hang Space	Open wall-mounted clothes rack with simple wire or non-detachable hangers	Semi-enclosed area with detachable wood, plastic, or heavy metal hangers	Fully-enclosed with at least six open-hook wood or heavy gauge, sculptured plastic matching hangers; Some with skirt or pant hanging attachments; Closet depth is 22 inches (at minimum) and can enclose full length apparel	3D, plus: At least eight hangers	4D, plus: At least ten hangers (two of which are satin or similar); One or more designer features, such as: drawers, shelves, shoe rack, walk-in capability, etc.; Closet is illuminated
Additional Storage Space	Open clothes storage space	Multiple enclosed drawers; Total storage space can accommodate the needs of two or more guests	2D, plus: Sufficient space for one piece of luggage, such as: folding metal rack, bench, or credenza top	3D, plus: Sufficient space for two pieces of luggage (upgraded wooden racks or designer-style benches); Total storage space can accommodate the needs of three or more guests	4D, plus: Total storage space can accommodate the needs of four or more guests
Illumination	Two or more well-positioned basic lighting fixtures; Provide an adequate level of overall illumination	Three or more lighting fixtures; Modestly enhanced in style, positioning, and function; Provide a good level of overall illumination	Four or more well-positioned lighting fixtures; Decorative and well-coordinated for form and function; Provide a good level of overall illumination at each location	3D, plus: Predominantly freestanding fixtures of upscale design; Provide an excellent level of overall illumination	4D, plus: Custom lighting fixtures of outstanding quality; Custom function(s), such as: dimmers, point lighting, multiple switches, and/or natural light sources; Provide a unique illumination effect
Furniture	Predominantly basic materials, such as: particle board, pressboard, laminate, or vinyl finishes; Dated styles with limited coordination; Provides an adequate level of comfort	1D, plus: An increased level of coordination; Modest enhancements in materials, design, and function; Provides an enhanced level of comfort	Predominantly freestanding; Decorative and well-coordinated for form and function; Overall construction and design reflects current industry trends, such as: Melamine resins, solid wood trim, or upgraded laminate finishes; Provides an obvious degree of comfort	3D, plus: Modern or antique upscale style and materials, such as: solid wood, polished metals, leather, designer fabric, veneer finishes with solid wood accents, laminate insets, etc.; Provides an exceptional degree of comfort	4D, plus: Luxurious, unique, and elegant custom design and workmanship

GUESTROOM

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Seating	One chair (typically placed as part of a duplex, triplex, or task table)	1D, plus: Additional seating for one guest; Vinyl or fabric upholstery	Comfortable seating for two guests - to include desk chair with arms and partial upholstery, such as: vinyl, leather, or fabric; Plus one additional fully upholstered easy/lounge chair that is positioned for television viewing	3D, plus: Comfortable seating for three guests; Upscale materials and design in an expanded setting, such as: a loveseat, sofa, or oversized chair with ottoman	4D, plus: Luxurious materials and design; Additional furniture pieces, such as: end tables, coffee or occasional tables
Work Space/ Writing Surface	Duplex, triplex, or small task table that provides adequate work space (e.g., enough space for a laptop computer and an 8x10 inch reference material item)	Desk or medium task table that provides good work space (e.g., enough space for a laptop computer and two 8x10 inch reference material items)	Desk or large task table that provides very good work space (e.g., enough space for a laptop computer and three 8x10 inch reference material items); One electrical outlet (not in use) conveniently placed at the desk	Large desk that provides ample work space (e.g., enough space for a laptop computer, three 8x10 inch reference material items, and a portable printer); Multiple electrical outlets (not in use) conveniently placed at the desk	4D, plus: Desktop enhancements, such as: desk blotter, pull-out writing surface, stationery, and other office supplies
Ventilation	Heat and/or air conditioning available on a seasonal basis as needed; Window style air-conditioning units	1D, plus: Conveniently located through-wall units	2D, plus: Heat and air conditioning available on demand; Modern, quiet, with easily accessible controls in each guestroom	Heat and air conditioning available on demand; Central system with thermostat control	4D, plus: Digital thermostat control
Telephone	Touch-tone telephone	1D, plus: Message light on telephone	2D, plus: Voice messaging	3D, plus: Multiple telephones; Two-line telephone or separate Internet capability	4D, plus: Cordless telephone; Expanded phone features, such as: pre-programmed dialing keys, speaker capability, personalized display or voicemail

Items stored on a writing surface decrease the available working space. A writing surface is judged, in part, on the basis of available space.

GUESTROOM

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Internet	Dial-up capability	High-speed access (cable or wireless) available in some rooms	High-speed cable access available in all rooms	High-speed wireless access available in all rooms	4D. plus: Available in some public areas of the property
Television Type and Placement <i>CRT (Cathode Ray Tube)</i> <i>LCD (Liquid Crystal Display)</i> <i>SED (Surface-conductor Electron-emitter Display)</i>	Standard CRT TV (curved screen); Wall-mounted; Limited viewing angles; Basic cable	1D. plus: Standard CRT TV (curved screen) with remote control; Located on credenza, dresser, or other furniture piece without a swivel base; Limited viewing angles; Channel directory	2D. plus: ≥ 25 inch screens with portable full function remote control; With swivel/pull-out base; Multiple viewing angles; Multiple televisions in suites; Expanded Cable channel selection (at least 35 channels); Plus one additional feature, such as: free movie channel, pay-per-view movie channels, video games, etc.	3D. plus: ≥ 25 inch Flat Screen CRT or Flat Panel TV (such as: LCD, Plasma, SED, etc.); Located on credenza, dresser, or on/in other furniture piece with a swivel/pull-out base or wall mounted; Cables and cords are hidden from view	4D. plus: Custom, decorative enhancement (e.g., framing, mantle placement, remote enclosure, mirrored screen, etc.); High-definition channels available
Other Electronics	Clock	Standard clock radio	2D. plus: Decorative design	3D. plus: Digital display DVD player (in lieu of pay-per-view movies)	4D. plus: CD player with at least one CD selection; MP3 docking station; Surround sound audio DVD Player; DVD library available

GUESTROOM

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Guest Information	Local telephone directory	1D. plus: Local Business flyers (food, attractions, transportation, etc.); Notepad and pencil	2D. plus: Guest-service directory; Complimentary daily newspaper available; Notepad and pen	3D. plus: Enhanced guest-service directory in folder, binder, or digital format; Complimentary daily newspaper delivered to room; Additional reading materials, such as: magazines, books, etc.; Upgraded stationery package (envelopes, postcards, writing paper)	4D. plus: Uniquely appointed guest-service directory in folder, binder or digital format; In-room comfort menu providing exercise, spa, butler, or other personalized services; Assortment of complimentary daily newspapers available for delivery to room
Comfort	Basic ice bucket (polystyrene foam, plastic, cardboard, etc.) with disposable cups	Plastic ice bucket with lid and disposable cups Iron & board available Full-length mirror	Insulated plastic ice bucket with lid and disposable cups Full-size iron and board Refrigerator available Microwave oven available Extra pillows and blankets available In-room safe Coffee maker and supplies, including tea bags Framed or beveled full-length mirror	Ice bucket with lid of upscale design, such as: insulated and padded vinyl, acrylic or metal; Glass tumblers 3D. plus: In-room snacks, mini bar, or a refrigerator that can be custom stocked upon request In-room safe that is large enough for a standard 12" laptop computer	Ice bucket of luxurious design, such as: designer glass, silver, brushed or glossy metal finish, rings or handles, etc.; Selection of glassware; Ice tongs 4D. plus: Two robes; Two pairs of slippers Umbrella In-room comfort menu providing exercise, spa, butler, or other personalized services

GLOSSARY:

- ▶ **Climate controlled** – Heat, ventilation and/or air conditioning and cooling.
- ▶ **Dated** – Marked by features of the past, showing the effects of long use or wear; unfashionable.
- ▶ **Form** – The essence of design or configuration.
- ▶ **Function** – The action for which something is fundamentally fitted or purposed.
- ▶ **Plus** – When you see this term used (such as 2D, plus) it means that the rating includes the **bolded** elements of the previous columns in addition to elements of the current column.
- ▶ **Residential** – Of, or relating to, or connected with, residential style; invokes a personal presence of home.

Diamond Rating Guidelines – Bathroom

BATHROOM					
	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
GENERAL DECOR STYLE	<p>Formal or traditional decor with simple appointments; residential style is not evident.</p>	<p>Moderate proportion of appointments; residential style is evident.</p>	<p>Proportionately residential style with decorative appointments; residential style is evident.</p>	<p>Residential style with decorative appointments; residential style is evident.</p>	<p>Residential style with decorative appointments; residential style is evident.</p>
Free Floor Space	<p>Obviously restricted by size and/or placement of appointments; however, provides guest an adequate level of comfort</p>	<p>Modest restrictions due to size and/or placement of appointments</p>	<p>No restrictions, as placement of appointments is well-proportioned to room size</p>	<p>Room size and placement of appointments provide an obvious degree of spaciousness, allowing increased ease of movement for multiple guests</p>	<p>Room size and placement of appointments provide a free flowing abundance of space that contributes to the ultimate level of comfort and relaxation for multiple guests</p>
Floor Coverings	<p>Basic material, such as: linoleum, painted concrete, plain resin, or poured composite surface</p>	<p>Vinyl or ceramic tile</p>	<p>Decorative tile (ceramic, stone, concrete, terra cotta, etc.)</p>	<p>Marble, granite, or other upscale stone floors; Area rug(s) as appropriate</p>	<p>4D, plus: Custom inlays or textured enhancements provide an overall design that is obviously elegant and unique</p>

BATHROOM

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Wall Coverings	Basic material and design, such as: cinder block with a plain paint finish, standard grade wood, prefab modular laminate paneling, dated ceramic tile or wallpaper	Wall treatments are modestly enhanced, such as: drywall with basic paint finish or plain vinyl coverings; Rubber, vinyl, or ceramic tile baseboards	Decorative wall treatments, such as: drywall with textured and painted finish, decorative vinyl coverings, or select grade wood/stone; Wood or decorative ceramic tile baseboards	3D, plus: At least one significant upscale design enhancement, such as: accent wall(s), furniture-finish wood paneling, soft wall coverings, ceiling trim, architectural feature, wainscot, etc.; Wood or high-end stone baseboards	4D, plus: Wall finishes are of the highest grade materials; Accented with multiple luxurious design enhancements
Wall Hangings/ Decorative Enhancements				Matted and framed artwork or other appointments that provide a distinctive or thematic upscale appeal	4D, plus: Variety of styles and accent pieces, such as: limited edition prints, canvas art, tapestries, or lithographs with enhanced matting and preservation frames, assorted artisan pieces or sculptures, floral displays or plants
Ceilings	Basic material and design, such as: drop tile, concrete, or standard grade wood	Modest enhancements to material and design, such as: enhanced drop tile, painted drywall, popcorn finish, sand textured concrete, etc.	Predominant use of decorative enhancements to painted drywall, such as: an advanced textured finish (knockdown, orange peel, comb, slap brush, etc.) or select grade wood/stone	3D, plus: One architectural or design feature, such as: treys, beams, moldings, medallions, raised/vaulted/volume, murals/stencils, tin or skylights, ceiling fans, special effect lighting, etc.	4D, plus: Multiple architectural or design features

BATHROOM

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Tub	<p>Basic rectangular style, size (4½ ft. length and 14 in. depth) and materials (fiberglass, acrylic, or porcelain on steel); Simple design (straight sided)</p>	<p>1D. plus: Modest design enhancement</p>	<p>2D. plus: Decoratively enhanced in design, or augmented for comfort or function</p>	<p>Enhancements to size (>4½ ft. length and >14 in. depth), design, and/or style, such as: oval, round, or free form</p>	<p>4D. plus: Obvious enhancements in comfort, design, function, and/or material, such as: larger, two person capability, contoured backs, built-in lumbar back support, water jets, enamel-coated cast iron, natural marble, stone, or other designer features</p>
Shower	<p>If separate from tub (or shower only), base is of basic material (metal or fiberglass) and of plain design</p> <p>Basic square size (≤9 sq. ft.)</p>	<p>1D. plus: If separate from tub (or shower only), base is of enhanced material (acrylic or ceramic tile)</p> <p>Modest enhancement to design -or- irregular shape (rectangular, rounded corner or neo angle)</p>	<p>If separate from tub (or shower only), base is decorative ceramic tile, cultured marble/granite, or poured acrylic</p> <p>Very good size (>9 sq. ft.)</p>	<p>If separate from tub (or shower only), base is of upscale material, such as: marble, granite, stone, or porcelain tiles.</p> <p>Oversized (>12 sq. ft.)</p>	<p>4D. plus: Separate shower stall in addition to the tub; base is of outstanding material and artistic design, such as: marble, granite, stone, or porcelain tiles with complementary inlays or treatments</p>
Tub/Shower Surround	Fiberglass or metal	Acrylic or ceramic tile	Acrylic with enhancements for comfort, style, or function -or- decorative ceramic tile or other solid surface, such as: cultured marble/granite, poured acrylic, etc.)	Marble, granite, stone, or porcelain tiles; Enhanced solid surface; Tub and shower height soap dishes	<p>4D. plus: Luxurious material and artistic design, such as: marble, granite, stone, or porcelain tiles with complementary inlays or treatments; Seating is integrated into design</p>
Shower Curtain/Door	Lightweight vinyl curtain	Heavyweight vinyl curtain or plexi-glass door with aluminum frame	Decorative vinyl, polyester, or nylon curtains with curved shower rod; -or- lightweight glass door with aluminum frame; -or- effective door-less design	<p>3D. plus: Double curtains -or- heavyweight glass door with/without metal frame</p>	<p>4D. plus: Fixed door enclosure (framed or frameless); Enhanced (etched, frosted, embossed, tinted, etc.) glass</p>

BATHROOM

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Shower Fixtures	Traditional, single function shower head	Multiple setting shower head	Multiple setting shower head with metal finish	Enhanced style, of modern design, fixed shower head	Custom water features, such as: body jets, hand-held sprayers, multiple shower heads, rain showers, or gentle flow environmentally friendly features
Toilet	Two-piece, round; Basic style	1D. plus: Enhanced style	Two-piece, elongated; Basic style	3D. plus: Enhanced style or function	4D. plus: Distinct toilet-only area; Enclosed or semi-enclosed
Vanity Area Size and Location (includes: Sink, Counter / Shelf Space, Mirror, Cabinetry and Fixtures)	Combined with toilet area within an enclosed space that is restricted by size and/or placement of appointments	1D. plus: Modest restrictions due to size and/or placement of appointments OR If vanity area is separate from the toilet area, it is positioned in plain view of the guestroom	2D. plus: No restrictions, as placement of appointments are well-proportioned to room size OR If vanity area is separate from the toilet area, it is positioned in restricted view from the rest of the guestroom	3D. plus: Vanity is well-integrated into the overall scheme of the bathroom for convenience and comfort; Room size and placement of appointments provide an obvious degree of spaciousness, allowing increased ease of movement for multiple guests	4D. plus: Room size and placement of appointments provide a free flowing abundance of space that contributes to the ultimate level of comfort and relaxation for multiple guests
Sink	Wall-mounted, basic style, porcelain	Standard self-rimming porcelain or porcelain on steel	Seamless (Poured acrylic or cultured marble/granite/quartz) -or- Under-mounted porcelain or porcelain on steel	Porcelain or porcelain on steel, with an upscale counter enhancement, such as: wall faucets or upscale counter-mounted faucets	4D. plus: Multiple sinks of ornate design, such as: above counter vessel or pedestal -or- of designer materials, such as: glass, stainless steel, vitreous china, enameled cast iron, fireclay, brass, nickel, copper, marble, or either real/synthetic stone

BATHROOM

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Available Counter/Shelf Space	Small size (<2 sq. ft.) shelf of basic material, such as: glass, metal, or sheet laminate	Moderate size (≥ 2 sq. ft.) laminate counter	Very good size (≥4 sq. ft.) counter space of solid surface, such as: poured acrylic, cultured marble/granite/quartz, or ceramic tile	Oversized (≥ 6 sq. ft.) counter space of excellent quality, such as: marble, granite, or other solid stone	4D, plus: Multiple counters and/or shelves; Artistic design, such as: marble, granite, solid stone, or porcelain tiles with complementary inlays or treatments
Mirror	Small (1½ ft. x 2 ft.) mirror	Medium-sized (>3 sq. ft.) mirror	2D, plus: Beveled or decoratively framed mirror	Large (3 ft. x 5 ft.) mirror with an upscale frame	4D, plus: Artistic design enhancement
Cabinetry		Skirting partially conceals plumbing	Enhanced skirting conceals plumbing	Upscale, furniture-finished skirting	4D, plus: Elaborate design features, cabinetry, multiple shelving, and/or drawers
Illumination	Basic design and function, such as: bulb and cover; Provide an adequate level of overall illumination	Modest design enhancements, such as: box/egg crate style or enhanced glass cover; Provide a good level of overall illumination	Decorative, well-coordinated for form and function; Multiple bulbs and covers provide a good level of overall illumination	3D, plus: Upscale design; Multiple locations; Illuminated shower; Provide an excellent level of overall illumination at each location	4D, plus: Designer fixtures; Custom function(s), such as: dimmers, point lighting, multiple switches, and/or natural light sources; Provide a unique illumination effect
Other Fixtures	Standard function; Basic materials of plain design	1D, plus: Modest design enhancements	2D, plus: Metal with decorative finishes, such as: chrome, pewter, brass, nickel, gold, etc.	Upscale design enhancements, such as: satin or enamel finishes, two or more metal combinations, embossing, etc.	4D, plus: Designer materials and style; Unique appointments
Towels	Basic, lightweight; Rough to touch; Limp feel; Low absorbency; Displayed on caddies	1D, plus: Modest enhancements in design; Displayed on bars and/or shelves	Medium weight; Soft to touch; Medium absorbency	Heavyweight; Plush to touch; Firm, self-supporting feel; Premium cotton with high absorbency	4D, plus: Generous sized towels or bath sheets; Luxurious appearance, with intricate and detailed enhancements to design

BATHROOM

	ONE DIAMOND	TWO DIAMOND	THREE DIAMOND	FOUR DIAMOND	FIVE DIAMOND
	Economy	Mid-Scale	Mid-Scale Plus	Upscale	Ultra-Luxury
Personal Care	Two small (< ¾ oz.) bars of soap (or equivalent)	Two medium (≥ ¾ oz.) bars of soap (or equivalent); one packet or bottled item; modest presentation	Four-piece personal care package, includes: one large (≥ 1¼ oz.) and one medium (≥ ¾ oz.) bars of soap (or equivalent); two (≥ ¾ oz.) bottled items; Decorative presentation; Additional amenities (such as: toothpaste/brush, comb, sewing kit, mouthwash, etc.) are available onsite	3D. plus: Seven-piece personal care package; Toiletries are enhanced by fragrance, natural supplement, packaging, etc.; Includes: two large (≥ 1¼ oz.) bars of soap (or equivalent), three (≥ 1 oz.) bottled items, and two additional items; Upscale presentation; Freestanding soap dish at sink	4D. plus: Ten-piece personal care package of designer/spa toiletries; Ample sized (≥ 1½ oz.) bars of soap and bottled items (≥ 1¼ oz.); Unique presentation
	Facial tissues	1D. plus: Wall-mounted with chrome covers	Facial tissues inset in vanity (no chrome)	Facial tissues freestanding in decorative container	4D. plus: Custom designed container
			Wall-mounted hair dryer	Freestanding hair dryer; Makeup mirror	4D. plus: Illuminated makeup mirror; Scale; vanity seating
Other			Night-light	3D. plus: Landline or cordless telephone available	4D. plus: Television

The AAA Four and Five Diamond Rating

These prestigious ratings are achieved by less than four percent of all Approved properties—typically the most luxurious and pampering properties throughout North America. Less than one third of one percent of lodgings receives the Five Diamond® Rating while approximately three and one half percent receives the Four Diamond® Rating. Establishments must consistently reflect upscale and extraordinary characteristics (respectively) in both physical attributes and level of guest services.

If the AAA inspector determines that your establishment meets our Four or Five Diamond Guidelines, the property will next be scheduled for an anonymous hospitality evaluation. Only the Four and Five Diamond evaluations incorporate a review of twelve critical service areas and measure over 300 guest interaction points into the overall rating. In addition, all Five Diamond Rating recommendations are forwarded to AAA's Five Diamond Committee for further review. Once the committee's assessment is concluded, the establishment will be advised in writing of the outcome.

Four and Five Diamond Service Expectations

IN ADDITION TO THE FOLLOWING GUEST SERVICE INTERACTION POINTS, each section is assessed a subjective point value based on the overall levels of competency, refinement, and hospitality.

Reservation Services			
Service Level	5D	4D	
	Reservation Services	X	X
X		X	Operator answers phone promptly within three rings
X		X	Operator provides a warm and sincere greeting
X		X	Reservationist thanks caller for contacting the property
X		X	Reservationist provides an introduction
X		X	Reservationist asks for caller's name
X			Reservationist addresses caller by name prior to closing
X			Reservationist anticipates caller's needs or offers a personalized recommendation
X		X	Reservationist provides rate structure and room availability
X		X	Reservationist provides an overview of facilities and services
X			Reservationist exhibits competent knowledge of all associated facilities and hours of operation
X		X	Reservationist collects registration information
X		X	Reservationist explains deposit and cancellation policies
X		X	Reservationist explains unusual payment options
X		X	Reservationist reviews reservation request
X			Reservationist exhibits a sincere desire and compliance to all guest requests
X		X	Reservationist provides confirmation number or contact's name
X			Reservationist is efficient yet unhurried and sensitive to the manner of the guest
X		X	Reservationist provides a warm and sincere thank you to guest for calling
X			Operator addresses guest by name during closing
X	X	The guest feels well served	
X		Property offers follow-up reservation confirmation to guest in advance of arrival	

Arrival Services

Service Level	
5D	4D
X	Cars in queue are acknowledged and directed as appropriate upon arrival
X	X Uniformed attendant promptly opens the car door
X	X Attendant provides a warm and sincere welcome greeting
X	X Attendant makes a proper introduction
X	X Attendant inquires about the guest's name
X	Attendant uses guest's name at least once prior to closing
X	X Attendant explains parking procedure
X	Valet parking is automatic
X	X Attendant promptly unloads luggage
X	X Attendant explains luggage handling procedure
X	X Attendant provides direction to registration area
X	Attendant anticipates guest's needs or offers a personalized recommendation
X	Attendant is efficient yet unhurried and sensitive to the manner of the guest
X	Attendant exhibits a sincere desire and compliance to all guest requests
X	Attendant escorts guest to appropriate area
X	X Attendant provides a warm and sincere closing
X	Attendant addresses guest by name during closing
X	X The guest feels well served
X	Lobby greeters are available to escort guest to appropriate area

Check In Services

Service Level	
5D	4D
X	X Attendant provides a warm and sincere greeting; recognizes guest appropriately
X	X Attendant inquires about guest's name
X	Attendant addresses guest by name during initial greeting without inquiry
X	Attendant uses guest's name at least once prior to closing
X	Staff associate acknowledges (with a warm and welcoming greeting) guests waiting in line
X	X Registered guests are not asked for duplicate information
X	X Attendant confirms rate and type of room
X	X Attendant provides room number discreetly
X	Attendant places all registration materials into the guest's hand
X	Attendant exhibits a sincere desire and compliance to all guest requests
X	Attendant anticipates guest's needs or offers a personalized recommendation
X	Attendant is efficient yet unhurried and sensitive to the manner of the guest
X	X Attendant arranges escort of guest and belongings to room
X	Attendant provides introduction to escort
X	X Attendant provides a warm and sincere closing
X	Attendant addresses guest by name during closing
X	X The guest feels well served

4.

Bell Services (Check In)

**Bell Services
(Check In)**

Service Level	
5D	4D
X	X Escort provides a warm and sincere greeting
X	Escort uses guest's name at least once prior to closing
X	X Escort is able to provide information about facilities when asked
X	Escort takes the initiative in providing information about all facilities
X	Escort anticipates guest's needs or offers a personal recommendation
X	Escort exhibits a sincere desire and compliance to all guest requests
X	X Escort places luggage on luggage stand or in appropriate area
X	X Escort explains features and functions of room
X	X Escort offers to fill ice bucket
X	X Escort is efficient yet unhurried and sensitive to the manner of the guest
X	X Escort provides a warm and sincere closing
X	Escort addresses guest by name during closing
X	X The guest feels well served

Evening Housekeeping Services

Evening Housekeeping Services

Service Level	
5D	4D
X	Evening housekeeping service is automatic
X	Attendant folds back or removes bedspread
X	Attendant turns up pillows
X	Attendant straightens bathroom
X	Attendant re-points tissues
X	Attendant cleans soiled surfaces
X	Attendant replaces or straightens (Green Program) used towels
X	Attendant replenishes used amenities
X	Attendant empties wastebasket
X	Attendant adjusts drapes
X	Attendant adjusts room lighting
X	Attendant delivers gift amenity, such as: goodnight wish, chocolates, etc.
X	Attendant refreshes ice
X	Attendant replaces used glasses
X	Attendant displays evening services, such as: robe on bed, laundry, shoeshine, etc.
X	Attendant leaves personalized message for guest
X	There is additional evidence of personalized services

Wake-Up Call Services

Wake-Up Call Services

Service Level	
5D	4D
X	X Some type of service is available 24/7; Alarm clock or alternative method is used if there are no phones in room
X	X Service number is answered within three rings
X	X Operator provides a warm and sincere greeting
X	Operator uses guest's name at least once prior to closing
X	X Operator asks appropriate questions and replies in a professional manner
X	Operator anticipates guest's needs or offers a personalized recommendation
X	Operator is efficient yet unhurried and sensitive to the manner of the guest
X	X Operator provides a warm and sincere closing
X	Operator addresses guest by name during closing
X	X Call is received within five minutes of requested time
X	X Call is an automated message
X	Call is a live message
X	X Message includes a warm and sincere greeting
X	Message includes the use of guest's name
X	Message includes time of call
X	Message includes other pertinent information, such as weather
X	Operator anticipates guest's needs or offers a personalized recommendation
X	Operator is efficient yet unhurried and sensitive to the manner of the guest
X	Operator provides a warm and sincere closing
X	Operator addresses guest by name during closing
X	X The guest feels well served
X	There is additional evidence of personalized services

Room Service (Order Services)

Room Service (Order Services)

Service Level	
5D	4D
X	X Service is available at limited hours
X	Service is available 24/7
X	X Service number is answered within three rings
X	X Operator provides a warm and sincere greeting
X	Operator uses guest's name at least once prior to closing
X	Operator exhibits a sincere desire and compliance to all guest requests
X	Operator anticipates guest's needs or offers a personalized recommendation
X	X Operator asks appropriate questions and replies in a professional manner
X	X Operator repeats order to guest
X	Operator is efficient yet unhurried and sensitive to the manner of the guest
X	X Operator provides time estimate for delivery (within 30 minutes)
X	X Operator provides a warm and sincere closing
X	Operator addresses guest by name during closing
X	X Operator calls to advise guest if order will be late or if items ordered are not available

X	X	The guest feels well served
X	X	Special express services are available for breakfast orders
X		Evidence of personalized services exists

7B Room Service (Delivery Services)

Service Level		
5D	4D	
X	X	Delivered within five minutes of time promised
X	X	Morning newspaper is presented with breakfast
X	X	Attendant provides a warm and sincere greeting
X		Attendant uses guest's name at least once prior to closing
X		Attendant exhibits a sincere desire and compliance to all guest requests
X		Attendant anticipates guest's needs or provides a personalized recommendation
X	X	Attendant provides a suggestion as to tray/table placement
X		Attendant is conversant during set-up and delivery
X	X	Attendant reviews guest order
X	X	Attendant prepares table set up and removes food covers, with guest permission
X	X	Food presentation and quality of ingredients reflects an upscale experience
X	X	All appropriate dishware and linens are of an upscale quality
X	X	All food is served at the proper temperature (hot food hot and cold food cold)
X	X	All food is prepared as ordered
X		There is additional evidence of personalized services
X	X	Attendant offers to pour beverage
X	X	Attendant provides written or verbal direction for table/tray removal
X		Attendant is efficient yet unhurried and sensitive to the manner of the guest
X	X	Attendant provides a warm and sincere closing
X		Attendant addresses guest by name during closing
X	X	The guest feels well served
X	X	Prompt (within 15 minutes) removal of trays/tables, upon request

7C Bell Services (Check Out)

Service Level		
5D	4D	
X	X	Service number is answered within three rings
X	X	Operator provides a warm and sincere greeting
X		Operator uses guest's name at least once prior to closing
X		Operator exhibits a sincere desire and compliance to all guest requests
X		Operator anticipates guest's needs or offers a personalized recommendation
X	X	Operator offers to retrieve car or arrange other transportation
X		Operator is efficient yet unhurried and sensitive to the manner of the guest
X	X	Operator provides a warm and sincere closing
X		Operator addresses guest by name during closing
X	X	The guest feels well served
X	X	Bell staff arrives promptly; If not within five minutes, guest is notified of delay at time of request
X	X	Bell staff provides a warm and sincere greeting

X		Bell staff uses guest's name at least once prior to closing
X		Bell staff exhibits a sincere desire and compliance to all guest requests
X		Bell staff anticipates guest's needs or offers a personalized recommendation
X	X	Bell staff inquires about guest's stay
X		Bell staff is appropriately conversant with guest while providing assistance
X		Bell staff is efficient yet unhurried and sensitive to the manner of the guest
X	X	Bell staff provides a warm and sincere closing
X		Bell staff addresses guest by name during closing
X	X	The guest feels well served

Check Out Services

Service Level		
5D	4D	
X	X	Express check out services are available 24/7
X	X	Attendant provides a warm and sincere greeting; recognizes guest appropriately
X		Attendant addresses guest by name during initial greeting, and as appropriate thereafter
X		Staff associate acknowledges guests (with a warm and welcoming greeting) guests waiting in line
X	X	Attendant inquires about guest stay
X		Attendant exhibits a sincere desire and compliance to all guest requests
X		Attendant provides a copy of bill for review in guest's hand
X	X	Attendant confirms payment method
X		Attendant places check out folio into the guest's hand
X		Attendant expresses a warm and sincere thank you for staying at the property
X		Attendant sincerely encourages guest to return
X		Attendant anticipates guest's needs or offers a personalized recommendation
X		Attendant is efficient yet unhurried and sensitive to the manner of the guest
X	X	Attendant provides a warm and sincere closing
X		Attendant addresses guest by name during closing
X	X	The guest feels well served

Departure Services

Service Level		
5D	4D	
X		Guest's vehicle is waiting or comfortable accommodations are provided
X	X	Guest does not wait more than five minutes for pre-arranged transportation
X	X	Attendant provides a warm and sincere greeting
X		Attendant uses guest's name at least once prior to closing
X		Attendant anticipates guest's needs or offers a personalized recommendation
X		Attendant is conversant pertaining to the guest's stay
X		Attendant reviews all of guest's belongings and their placement in vehicle
X	X	Attendant opens and closes door for guest(s)
X		Attendant is efficient yet unhurried and sensitive to the manner of the guest
X	X	Attendant provides a warm and sincere closing
X		Attendant addresses guest by name during closing
X	X	The guest feels well served

11 Concierge Services

Service Level		
SD	4D	
X	X	Concierge is on duty with limited hours of availability
X		Concierge is on duty, or a "special services" number is available for guests, 24/7
X	X	Attendant provides a warm and sincere greeting
X		Attendant uses guest's name at least once prior to closing
X		Attendant exhibits a sincere desire and compliance to all guest requests
X		Attendant anticipates guest's needs or offers a personalized recommendation
X	X	Attendant demonstrates a general knowledge of area attractions and services
X		Attendant demonstrates an extensive knowledge of area attractions and services
X		Attendant fulfills guest's special request(s)
X		Attendant is efficient yet unhurried and sensitive to the manner of the guest
X	X	Attendant provides a warm and sincere closing
X		Attendant addresses guest by name during closing
X	X	The guest feels well served

12 Miscellaneous Staff Services

Service Level		
SD	4D	
X		All associates exhibit a professional vocabulary that is devoid of common slang
X		Guests are graciously escorted to areas when directions are requested
X		All associates consistently maintain eye contact with guests
X		There is evidence that all associates are empowered by management to resolve guest issues immediately
X	X	All staff associates fulfill guest's special request(s)
X		All phone calls are answered promptly within three rings
X	X	All associates are appropriately attired; name tags are clearly visible
X	X	All associates demonstrate appropriate behavior
X	X	All associates demonstrate appropriate hygiene
X		Short-notice pressing is available
X		Shoe shine service is available
X	X	Accurate pre-programmed phones
X	X	Miscellaneous charges are billed directly to the guest room
X		Butler services are available for all rooms
X	X	At least one food and beverage outlet is comparable to a Three Diamond rating
X		At least one food and beverage outlet is comparable to a Four Diamond rating
X		At least one food and beverage outlet is comparable to a Five Diamond rating

Section Three

Additional Information

The Listing

ONCE A PROPERTY IS APPROVED, AAA PUBLISHING ESTABLISHES THE CONTENT AND FORMAT OF EACH LISTING IN ALL OF OUR PUBLICATIONS. The listing is provided at no cost to the establishment and does not contain advertising or promotional verbiage provided by the operator.

The listing copy describing the lodging is based in part on objective information provided by the establishment. This listing information is updated annually, and your establishment will be contacted either in person, by mail, or via the telephone.

Failure to provide this information in a timely manner may result in the deletion of your establishment from our publications.

Additionally, AAA's professionally trained inspectors enhance our inventory with descriptive prose for each establishment. This skilled degree of subjectivity enables us to capture the feel of an experience and pass along this valuable information to AAA members.

Each Diamond Rated property has the opportunity to participate in the AAA Official Appointment Program, entitling the establishment to use the renowned AAA (CAA in Canada) emblem and Diamond Rating in its advertising and promotions. This program also entitles the establishment to an enhanced listing in AAA publications. Personalized display advertising in AAA publications is also available.

FYI Designation

This designation means that a property has not been Diamond Rated by a AAA Inspector, but is of notable significance and potential member value. The property is unrated due to one of the following reasons:

- The property is *too new to rate*.
- The property is *under construction*.
- The property is *undergoing extensive renovations*.
- The property *has not been evaluated*.
- The property *does not meet all Diamond Rating requirements*.

Lodging Classifications

ALL DIAMOND RATED LODGINGS ARE CLASSIFIED USING KEY DESCRIPTIVE ELEMENTS.

1. FIRST, ALL LODGINGS ARE CLASSIFIED BY STYLE OF OPERATION:

Bed and Breakfast: Typically smaller scale properties emphasizing a high degree of personal touches that provide guests an "at home" feeling. Guest units tend to be individually decorated. Rooms may not include some modern amenities such as televisions and telephones, and may have a shared bathroom. Usually owner-operated with a common room or parlor separate from the innkeeper's living quarters, where guests and operators can interact during evening and breakfast hours. Evening office closures are normal. A continental or full hot breakfast is served and is included in the room rate.

Cabin: Vacation-oriented, typically smaller scale, freestanding units of simple construction—roughly finished logs or stone—and basic design or décor. Often located in wooded, rural, or waterfront locations. As a rule, basic cleaning supplies, kitchen utensils, and complete bed and bath linens are supplied. The guest registration area may be located off site.

Condominium: Vacation-oriented—commonly for extended-stay purposes—apartment-style accommodations of varying design or décor. Routinely available for rent through a management company, units often contain one or more bedrooms, a living room, full kitchen, and an eating area. Studio-type models combine the sleeping and living areas into one room. As a rule, basic cleaning supplies, kitchen utensils, and complete bed and bath linens are supplied. The guest registration area may be located off site.

Cottage: Vacation-oriented, typically smaller scale, freestanding units with home style enhancements in architectural design and interior décor. Often located in wooded, rural, or waterfront locations. Units may vary in design and décor. As a rule, basic cleaning supplies, kitchen utensils, and complete bed and bath linens are supplied. The guest registration area may be located off site.

Country Inn: Although similar in definition to a bed and breakfast, country inns are usually larger in scale with spacious public areas and offer a dining facility that serves—at a minimum—breakfast and dinner.

Hotel: Commonly, a multistory establishment with interior room entrances offering a variety of guest unit styles. The magnitude of the public areas is determined by the overall theme, location and service level, but may include a variety of facilities such as a restaurant, shops, fitness center, spa, business center, and/or meeting rooms.

Motel: Commonly, a one- or two-story establishment with exterior room entrances and drive up parking. Typically, guest units have one bedroom with a bathroom of similar décor and design. Public areas and facilities are often limited in size and/or availability.

Ranch: Typically a working ranch with an obvious rustic, Western theme featuring equestrian-related activities and a variety of guest unit styles.

Vacation Rental House: Vacation-oriented—commonly for extended-stay purposes—typically larger scale, freestanding, and of varying design or décor. Routinely available for rent through a management company, houses often contain two or more bedrooms, a living room, full kitchen, dining room, and multiple bathrooms. As a rule, basic cleaning supplies, kitchen utensils, and complete bed and bath linens are supplied. The guest registration area may be located off site.

2. SECOND, A DETERMINATION IS MADE PERTAINING TO OVERALL CONCEPT – AND (IF APPLICABLE), A LODGING MAY BE FURTHER DEFINED AS:

Boutique: Feeling small and intimate, offering a highly individualized experience; may have a luxurious or quirky style which is fashionable or unique.

Casino: Extensive gambling facilities are available, such as: blackjack, craps, keno, and slot machines.

Classic: Renowned and landmark properties, older than 50 years, well known for their unique style and ambiance.

Contemporary: Overall design and theme reflects characteristics of the present era's mainstream tastes and style. Trendy, modern, and typically equipped with all current technology.

Extended Stay: Offers a predominance of long-term accommodations with a designated full-service kitchen area or efficiency within each unit.

Historic: These properties are typically over 75 years of age and exhibit many features of a historic nature with respect to architecture, design, furnishings, public record, or acclaim. Properties must meet one of the following criteria:

Maintained the integrity of the historical nature

Listed on the National Register of Historic Places

National Historic Landmark or located in a National Register Historic District

Resort: Recreation-oriented, geared to vacation travelers seeking a specific destination experience. Travel packages, meal plans, theme entertainment, and social and recreational programs are typically available. Recreational facilities are extensive and may include spa treatments, golf, tennis, skiing, fishing, or water sports. Larger resorts may offer a variety of guest accommodations.

Retro: Overall design and theme reflects a contemporary design reinterpreting styles from a bygone era.

Vacation Rental: Typically houses, condos, cottages or cabins; these properties are a "home away from home" offering more room and greater value for the money. In general, they provide the conveniences of home, such as full kitchens and washers/dryers. Located in resort or popular destination areas within close proximity to major points of interests, attractions, or recreation areas, these properties may require a pre-arranged reservation and check-in at an off-site location. Housekeeping services may be limited or not included during stay.

Vintage: Offers a window to the past and provides an experience reflecting a predominance of traits associated with the era of their origin.

Accessibility



Accessible Features: This property has some accessible features. It may be fully accessible, semi-accessible, or meet some of the needs of hearing-impaired individuals.

*Accessibility is not a requirement for listing and will not affect your Diamond Rating. However, we **strongly encourage** you to make **every effort** to meet the needs of **all** your guests – including the mature traveler and those with disabilities.*

Member Comment Procedures

AAA CLOSELY MONITORS THE NUMBER AND TYPE OF COMMENTS WE RECEIVE FROM MEMBERS REGARDING ALL APPROVED PROPERTIES. When members write to us expressing dissatisfaction with a particular lodging, it is tracked through the AAA National Office Member Relations department. All complaints are carefully reviewed for validity. The establishment is then notified of each complaint so they have an opportunity to respond and resolve the matter within a reasonable period of time. Even though a complaint may be satisfactorily resolved, the complaint becomes a permanent part of the establishment's record.

If a member complaint is determined to be of an extreme nature, an establishment may be disapproved immediately and without warning. This action is at AAA's sole discretion.

If a property has been disapproved for excessive member complaints, a written request for a reevaluation may be submitted, accompanied by an explanation of the actions taken to limit future complaints.

Note: Such properties may not reapply until one year has passed from the date of disapproval. All requests may be addressed to:

AAA Tourism Information Development
1000 AAA Drive
Mail Stop 51
Heathrow, FL 32746-5063

The AAA Appeals Process

THE APPEALS PROCESS WAS ESTABLISHED AS A RESOURCE FOR ALL RESTAURANTS, LODGINGS, CAMPGROUNDS, AND ATTRACTIONS EVALUATED BY AAA.

What can I appeal?

We value our relationship with all properties; therefore, properties can appeal any aspect of their status with AAA. Each situation is kept confidential and is handled on an individual basis.

How do I file an appeal?

First, contact the AAA Customer Service Center, Monday through Friday, from 8:30am to 5:15pm (Eastern Time) at 407-444-8370. In many cases, our analysts will be able to answer your concern immediately.

If resolution is not obtained, your call will be directed to the AAA Regional Manager for your area.

If an issue remains unresolved after the above steps, an establishment is asked to state its concerns in writing for review by the AAA Appeals Committee. All appeals entertained by the committee must be in writing from the **establishment only**. In order to expedite this process, appeals should outline the specific concerns in a succinct manner. Each appeal is thoroughly researched and given thoughtful consideration and a substantive reply.

All appeals should be sent to the attention of:

AAA Appeals Committee
1000 AAA Drive
Mail Stop 51
Heathrow, FL 32746-5063

Please note: The committee's decision on your appeal will be considered as AAA's **final decision**. You will be notified by mail as to the status of your appeal within 45 days of receipt of your written statement.

Green Programs



AAA SUPPORTS ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY THROUGHOUT THE HOSPITALITY INDUSTRY TO THE EXTENT THAT TRULY EFFECTIVE PROGRAMS MAINTAIN QUALITY STANDARDS OF GUEST COMFORT. We strongly encourage continued use of programs that offer guests choices without consequences for noncompliance. Effective green programs are intended to reduce waste without reducing guest comfort.

Addresses and Phone Numbers

If you have additional questions...

- ▶ Please call AAA at:

(407) 444-8370
Evaluation Applications, Operations, Rating and Listing Information

(407) 444-8280
Display Advertising & Official Appointments

- ▶ Visit us at www.AAA.biz/Approved

- ▶ Or, write to us at:

AAA
Tourism Information Development
Mail Stop 51
1000 AAA Drive
Heathrow, FL 32746-5063

Establishments located in Southern California should contact the following AAA club:

Automobile Club of Southern California
P.O. Box 25001
Santa Ana, CA 92799-5001
(714) 885-2247, option #2
Evaluations, Ratings, and Official Appointments
(714) 885-2410
TourBook Advertising

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) is made and entered into effective this _____ day of _____, 2010 by and between THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the “Convention Center Authority”) and THE NASHVILLE CONVENTION & VISITORS BUREAU (the “NCVB”). (The Convention Center Authority and NCVB are collectively referred to herein as the “Parties.”)

WITNESSETH

WHEREAS, the Convention Center Authority is a public, nonprofit corporation and a public instrumentality of The Metropolitan Government of Nashville and Davidson County, Tennessee (“Metropolitan Government”) and is authorized under Title 7, Chapter 89, Part 1, Tennessee Code Annotated, as amended, to plan, promote, finance, construct, acquire, renovate, equip and enlarge convention center facilities along with associated hotel accommodations in order to promote and further develop tourism, convention and employment opportunities in the State of Tennessee and thereby provide a means to attract conventions, public assemblies, conferences, trade exhibitions or other business, social, cultural, scientific and public interest events to the State, enhance the State’s image as a convention destination, and encourage and foster economic development and prosperity and employment within the State; and

WHEREAS, NCVB brands, sells and markets Nashville, Tennessee, and Music City to the world as a premier entertainment destination for travelers who seek authentic and unique leisure and convention experiences; and

WHEREAS, as a result of the flood experienced throughout the area of the Metropolitan Government and its surrounding areas in May, 2010; the closing of the Opryland Hotel; and damage to the Music Valley area, the NCVB has worked tirelessly [i] to relocate conventions and hotel bookings within Nashville; [ii] to mitigate the loss of tourism tax revenues; and [iii] to assist in post-flood tourism development and promotion efforts. As a result of these efforts, NCVB has incurred significant expenses (the “Post-Flood Expenses”), which were unforeseen and, therefore, not budgeted; and

WHEREAS, the Convention Center Authority and officials of the Metropolitan Government working with economic recovery after the flood recognized the importance of the post-flood efforts undertaken by the NCVB including facilitating planned conventions by providing resources such as shuttles to and from the convention site from and to hotel accommodations arranged at the last minute; and

WHEREAS, the efforts of the NCVB and their related costs were essential to the immediate post-flood operation of the current Nashville Convention Center and are necessary to the continued future operation of the current Nashville Convention Center; and

WHEREAS, the Convention Center Authority recognizes the importance of tourism tax revenues to the Metropolitan Government, tourism revenues to the local economy and the immediate need after the flood to prevent further loss of those revenues; and

WHEREAS, the Convention Center Authority recognizes the need now to assure the continued collection of these revenues and to promote economic recovery by continuing to promote and further develop tourism and convention opportunities; and

WHEREAS, in order to assure the continuation of these efforts by the NCVB, the Convention Center Authority believes it is necessary to advance to the NCVB funds to allow the NCVB to be able to continue these efforts.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and the mutual promises contained herein, the Parties agree as follows:

1. Advancement and Repayment of Post-Flood Expenses.

a. As a result of NCVB incurring the Post-Flood Expenses for services essential to the operation of the Nashville Convention Center, and for the purposes and reasons set forth herein, the Convention Center Authority agrees to advance \$300,000.00 from the funds of the previous Convention Center Commission that were transferred to the Metropolitan Government pursuant to Ordinance No. BL2010-690, effective July 1, 2010.

b. Accordingly, NCVB agrees to repay the advancement as follows: \$100,000.00 on or before September 30, 2011; \$100,000.00 on or before September 30, 2012; and \$100,000.00 on or before September 30, 2013.

c. To the extent that interest is owed or required on this advancement, it shall be charged and/or incurred at the minimum rate required to avoid imputed interest

2. Default. In the event either party shall fail to perform any of its obligations hereunder or shall become unable to perform by reason of bankruptcy, insolvency, receivership or other similar event, then the non-defaulting party, so long as said party is not itself in default hereunder, may seek specific performance, mandamus or other extraordinary relief to compel the defaulting party to perform hereunder.

3. Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

5. Entire Agreement. This Agreement contains the entire understanding among the Parties with respect to the matters contained herein, and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. Notwithstanding the foregoing, to the extent this Agreement or any of the terms hereof shall conflict with the terms of any of the other documents or agreements referenced herein, the terms of said documents or agreements shall control.

6. Headings. The paragraph headings are inserted only as a matter of convenience and for references and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

7. Assignment. The rights and obligations of the Parties may not be assigned, except to parties under the direct control and ownership of a Party hereto.

8. Notice. Any and all notices, offers or other communications provided herein shall be given in writing and delivered in person, by facsimile transmission and confirmed by mail or hand delivery, or by nationally recognized overnight courier, or by registered or certified mail, return receipt requested, which shall be addressed as follows:

To NCVB:
Butch Spyridon, President
One Nashville Place
150 4th Avenue North
Suite G-250
Nashville, Tennessee 37219

To The Convention Center Authority:
Charles Starks, Executive Director
Nashville Convention Center
601 Commerce Street
Nashville, Tennessee 37203

9. Authorized Representatives; Approval. Any action required of or permitted to be taken by any of the Parties hereto may be performed by an authorized representative of the respective party without further action by the governing body of such party. Notwithstanding the foregoing, this Agreement and/or the respective obligations under this Agreement are subject to approval by the Boards of NCVB and the Convention Center Authority. Further, each party shall cooperate with the other party and provide such assistance as reasonably necessary or requested in connection with the fulfillment of each

party's respective obligations under this Agreement. Such cooperation shall include, without limitation, the best efforts of both parties to cause the cooperation and assistance of each party's respective employees, agents, consultants, contacts and principals.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

THE CONVENTION CENTER
AUTHORITY OF THE METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY

NASHVILLE CONVENTION
CENTER & VISITORS BUREAU

By: _____
Marty G. Dickens, Chair of the Board

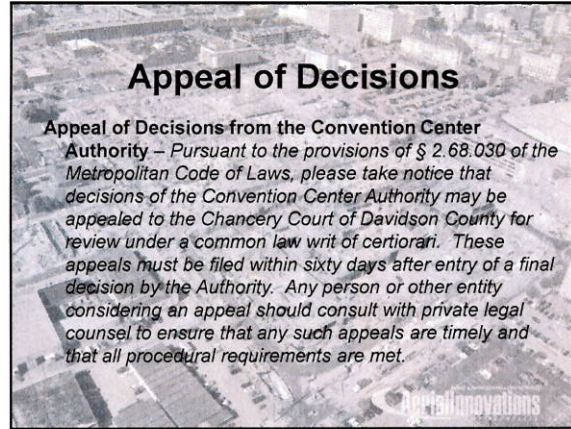
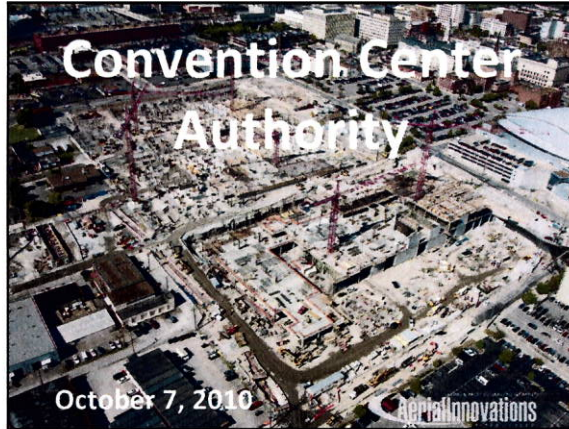
By: _____
Butch Spyridon, President

Date: _____

Date: _____

Approved as to Form and Legality:

Legal Counsel
Convention Center Authority



MUSIC CITY CENTER PAID TO DATE

	Budget	Paid to Date As of 9/30/2010	% Complete
Direct Construction Costs	452,044,757	38,706,713	8.6%
Land Acquisition & Relocation	57,000,000	49,932,992	87.6%
Design & Engineering	40,189,684	30,815,193	76.7%
CCA Project Management	10,993,758	4,260,932	38.8%
Project Insurance	8,252,322	2,838,263	34.4%
Legal, Financing & Consultants	2,869,480	1,408,106	56.0%
Furniture, Fixtures & Equipment	11,650,000	0	0.0%
Pre-Opening Operations	7,000,000	0	0.0%
TOTAL	585,000,000	128,162,198	21.9%

MUSIC CITY CENTER NON-ELIGIBLE DBE BREAKDOWN

TOTAL COSTS	585,000,000
LAND	(55,500,000)
BOND & INSURANCE PREMIUMS	(13,700,000)
CONTINGENCY	(23,550,000)
FF&E, ART, PRE-OPENING OPERATIONS	(13,650,000)
NES & UTILITY WORK	(22,300,000)
CCA PROJECT MANAGEMENT EXPENSES	(9,500,000)
VENDOR REIMBURSABLES	(1,400,000)
TOTAL EXPENSES ELIGIBLE FOR DBE PARTICIPATION	445,550,000

MUSIC CITY CENTER

DBE SUMMARY Non - Eligible Expenses

	Contract Amount	Paid this Quarter	Paid to Date
Non - Eligible Project Expenses			
Land Acquisition	55,470,100	1,947,763	45,945,307
Contingency	15,000,000		
Insurance	7,134,322	847,713	2,384,984
CCA Project Management Expenses	9,549,072	713,514	2,320,032
FF&E, Art, and Pre-Opening Operations	13,650,000		
NES Subcontract & Utility Work	22,288,677	2,593,000	4,636,413
Vendor Reimbursables	1,366,603	203,465	713,152
Subtotal Non - Eligible Project Management Expenses	124,508,774	6,205,568	58,995,888
Non - Eligible Construction Management Expenses			
Bonds & Fees	5,220,000	463,152	4,290,304
Insurance	1,031,500	33,672	92,766
Health Insurance	300,000		
Contingency	8,560,322		
Subtotal Non - Eligible Construction Management Expenses	15,091,822	496,824	4,383,070
DBE Eligible Dollars			
DBE Eligible Contracts	314,660,036	18,492,032	64,773,439
DBE Eligible Contracts - Not yet Awarded	130,133,388		
Subtotal DBE ELIGIBLE AMOUNT	445,893,424	18,492,032	64,773,439
MUSIC CITY CENTER PROJECT BUDGET TOTAL	585,000,000	25,192,360	128,162,198

MUSIC CITY CENTER

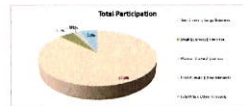
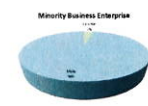
DBE PARTICIPATION

3RD QUARTER 2010

DBE PARTICIPATION SUMMARY									
MINORITY OWNED BUSINESS ENTERPRISE					WOMEN OWNED BUSINESS ENTERPRISE				
Contract	Value	DBE	WBE	Total	Contract	Value	DBE	WBE	Total
DBE	13.0%	13.0%	0.0%	13.0%	1.8%	1.8%	0.0%	1.8%	1.8%
WBE	0.0%	0.0%	13.0%	13.0%	0.0%	0.0%	1.8%	1.8%	1.8%
TOTAL	13.0%	13.0%	13.0%	39.0%	1.8%	1.8%	1.8%	1.8%	3.6%

DBE PARTICIPATION SUMMARY

MINORITY OWNED BUSINESS	13.0%
WOMEN OWNED BUSINESS	1.8%
SMALL BUSINESS ENTERPRISE	5.0%
TOTAL	19.8%



MUSIC CITY CENTER

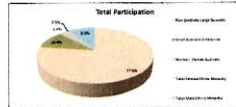
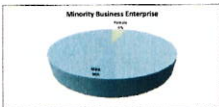
DBE PARTICIPATION

PROJECT TO DATE

DBE PARTICIPATION SUMMARY									
MINORITY OWNED BUSINESS ENTERPRISE					WOMEN OWNED BUSINESS ENTERPRISE				
Contract	Value	DBE	WBE	Total	Contract	Value	DBE	WBE	Total
DBE	13.0%	13.0%	0.0%	13.0%	1.8%	1.8%	0.0%	1.8%	1.8%
WBE	0.0%	0.0%	13.0%	13.0%	0.0%	0.0%	1.8%	1.8%	1.8%
TOTAL	13.0%	13.0%	13.0%	39.0%	1.8%	1.8%	1.8%	1.8%	3.6%

DBE PARTICIPATION SUMMARY

MINORITY OWNED BUSINESS	13.0%
WOMEN OWNED BUSINESS	1.8%
SMALL BUSINESS ENTERPRISE	5.0%
TOTAL	22.7%



Hotel Tax Collection

As of July 31, 2010

	5% Tax FY 09-10	5% Tax FY 10-11	5% Tax % Change	Additional Net MCC Taxes FY 09-10	Additional Net MCC Taxes FY 10-11	Additional Net MCC Tax % Change
July	\$1,850,177	\$1,743,065	-5.79%	\$1,205,046	\$1,269,821	5.38%
August	\$1,708,551			\$1,142,955		
September	\$1,767,539			\$1,124,542		
October	\$2,155,206			\$1,303,494		
November	\$1,825,591			\$1,097,561		
December	\$1,798,129			\$1,066,713		
January	\$1,480,766			\$922,269		
February	\$1,652,217			\$1,051,840		
March	\$2,939,364			\$1,250,790		
April	\$1,999,241			\$1,207,303		
May	\$1,795,339			\$1,297,854		
June	\$1,900,515			\$1,325,112		
YTD Total	\$1,850,177	\$1,743,065	-5.79%	\$1,205,046	\$1,269,821	5.38%

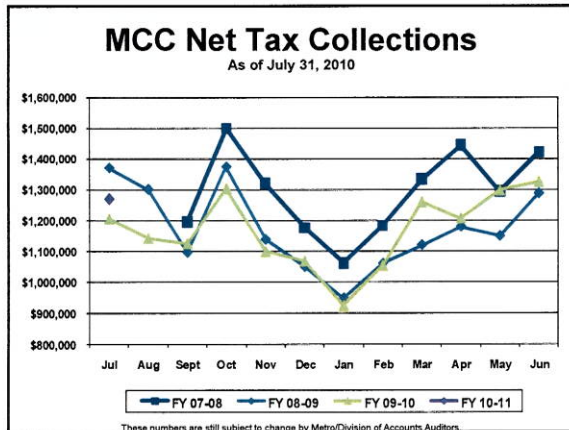
These numbers are still subject to changes by Metro/Division of Accounts Auditors

Music City Center Tax Collection

July 2009 vs. 2010


	2009	2010	Variance
Gross 1% Occupancy Tax	\$370,035	\$348,613	-5.79%
Secondary TDZ 1%	(\$98,565)	(\$0)	-100.00%
Net 1% Occupancy Tax	\$271,471	\$348,613	28.42%
\$2 Room Tax	\$800,707	\$795,028	-0.71%
Contracted Vehicle	\$26,541	\$25,945	-2.25%
Rental Vehicle	\$106,327	\$100,236	-5.73%
Total Net MCC	\$1,205,046	\$1,269,821	5.38%

These numbers are still subject to changes by Metro/Division of Accounts Auditors



BNA at a Glance


- 900,000-square-foot terminal.
- 376 daily flights.
- Serving 69 markets, 47 nonstop.
 - New: Panama City, Fla.; Branson, Mo.
 - Next: Charleston, S.C.?
- 9 million total passengers per year.
 - Business/leisure travel is a 50-50 split.
 - Connecting passengers: 12 percent.
- With more than 5,600 on-airport jobs, Nashville International is the 10th largest workplace in the region.
 - One out of 20 jobs in the Nashville MSA is related to the MNAA-owned airports.



Metropolitan Nashville Airport Authority
A Six Sigma Organization

MNAA Financing

- Operates without local tax dollars as a value-added, lower-cost airport.
- Self-financing – operates within an annual, balanced budget.
- Bonding authority.

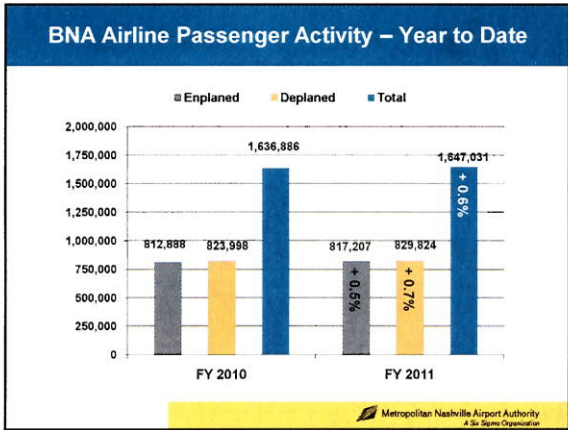
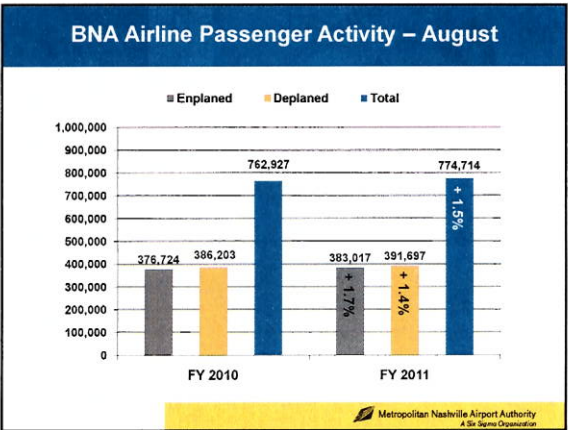


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U.S. Airline Passenger Activity

- Increase in U.S. airline total passengers
 - 65 million passengers in July 2010
 - Up 2.3 percent from July 2009
 - Down 4.4 percent from July 2008
- Increase in U.S. airline passenger revenue
 - 17 percent gain in August 2010 (over August 2009)
 - 8th consecutive month of growth
 - Slower pace than June (25 percent) and July (20 percent) growth
- "Spending on air travel remains well above last year's depressed levels, but the industry is wary of a possible slowdown in the nation's economic recovery as it enters the traditionally slower fall period."
– ATA President and CEO James C. May

Metropolitan Nashville Airport Authority
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BNA Forecast

- Peak** 2007
- Right now** Down 8 percent from 2007 levels
- Next year** Flat
- The future** Return to pre-recession levels in 2015
 - 2012 Renovation complete
 - 2013 MCC opens

NOTE: There is more investment in construction projects now than at any other time in the history of the Airport Authority, with more than \$178 million in activity sustaining 1,000 jobs.

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Terminal Access Roadway Improvements (TARI)

- Designed to improve traffic conditions on Ring Road, the one-way road surrounding current short- and long-term parking lots.
- Provided room for consolidated rental car facility (CONRAC).
- Cell phone/waiting area doubled in size.



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Terminal Renovation Project



- Renovation of BNA's nearly 900,000-square-foot facility.
- First interior renovation in 23-year history of Nashville International Airport's existing terminal, which opened in 1987.
- Multiyear, multiphase project launched in October 2006.

Terminal Renovation, Phase I - Completed

Phase I (October 2006 through January 2009)

- Food and Beverage
- Retail
- Central Security Checkpoint
- Concourse Skylights
- Flight Information Displays
- Re-configured Pre-security Concessions Space



Terminal Renovation, Phase II – Now in Progress

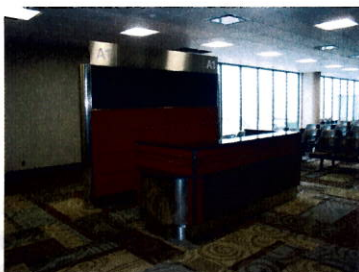
- Renovate Restrooms and Add Capacity
- Replace Public-area Carpet and Tile
- Enlarge Ticket Lobby
- Renovate Baggage Claim
- Renovate Hold Rooms
- Replace Wall Coverings
- Replace HVAC Units



Terminal Renovation, Phase II Restrooms



Terminal Renovation, Phase II Gate Podium



New Security Screening Technology

In-line Explosive Detection System

- Other interior work includes increasing public space in the ticket lobby.
- Following Sept. 11, 2001, much of BNA's lobby has been dedicated to explosive detection screening machines.
- These machines will be replaced by a new in-line explosive detection system (EDS).
- In-line EDS will streamline and improve the safety and security of the screening process for checked baggage.

Advanced Imaging Technology

- TSA's new Advanced Imaging Technology screening machines now at BNA.
- Millimeter wave machines that do not involve X-ray.
- Being screened using these new screening machines is OPTIONAL. However, passengers opting out will be subject to a patdown.

Consolidated Rental Car (CONRAC) Facility



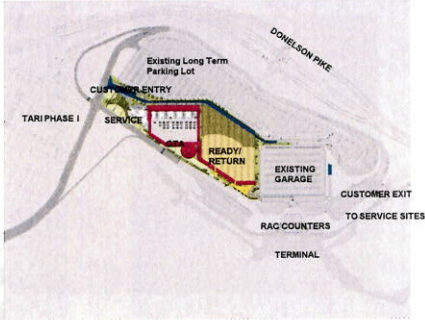
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CONRAC: Quick Facts

- New pedestrian-friendly rental car facility (900,000 square feet)
- Three-level concrete structure housing 2,400 rental cars
- Up to 21,000 square feet of covered walkways
- Up to 750 linear feet of moving walkways
- Environmental sustainability features
- Projected completion: November 2011
- Projected impact

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Map of CONRAC



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Convention Center Authority



October 7, 2010

Aerial Innovations