Box 6 D&E MTL

THIS INSTRUMENT PREPARED BY:
Dearborn & Ewing, Suite 1200
One Sovran Plaza, Nashville,
Tennessee 37239

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH

BOOK 8487 PAGE 812

The undersigned, after being duly sworn, makes oath as follows:

1. Ishwarlal P. Patel and Naranbhai P. Patel are the owners of record of a parcel of real estate more particularly described on Exhibit A attached hereto and made a part hereof, the "Property", evidenced by an Installment Deed dated January 22, 1979, of record in Book 5388, page 212, Register's Office for Davidson County, Tennessee.

2. On November 11, 1982, Naranbhai P. Patel and Ishwarlal P. Patel created a Tennessee general partnership known as "Tudor Inn Nashville", the "Partnership", evidenced by that certain partnership agreement of same date, a copy of which is attached hereto as Exhibit B.

3. Said partners contributed the Property to the Partnership, and pursuant to Tennessee Code Annotated §61-1-109, Naranbhai P. Patel and Ishwarlal Patel continued to hold title to the Property as trustees on behalf of the Partnership.

4. Ishwarlal P. Patel died on February 1, 1990, a resident of Florida. The last will and testament of Ishwarlal P. Patel was admitted to ancillary probate in Davidson County, Tennessee on October 30, 1991 and states that all property of Ishwarlal P. Patel, real and personal, shall pass to the undersigned, the surviving spouse of Ishwarlal P. Patel, upon his death. Said last will and testament is of record in Will Book 177, page 178, of the Probate Court Clerk's Office of Davidson County, Tennessee.

5. Pursuant to Tennessee Code Annotated §61-1-130(4) and §61-1-124(b)(4), respectively, the Partnership terminated upon the death of Ishwarlal P. Patel as a matter of law and title to the Property vested in Naranbhai P. Patel as the sole remaining partner of the Partnership upon the termination of the Partnership.

Further affiant saith not.

DATED this 29th day of October, 1991.

Ramila I Patel
RAMILA PATEL

Sworn to and subscribed before
me this 29th day of October, 1991.

Jan Williams
NOTARY PUBLIC

JAN WILLIAMS NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA. MY COMMISSION EXPIRES: Sept. 23, 1995. BONDED THRU NOTARY PUBLIC UNDERWRITERS.

w8:bet2311/ts:10/15/91
BTP003

EXHIBIT A
Property Description

LAND in Davidson County, Tennessee, described according to a survey dated November 27, 1972, revised December 12, 1972, by James L. Murphy, Jr., Tennessee Registered Land Surveyor No. 5, recorded in Book 4666, page 555, Register's Office for said County, as follows:

BEGINNING at an iron pin on the westerly margin of the right-of-way of Spence Lane in the southwesterly line of the Tennessee Rural Electric Cooperative Association, Inc., property (Book 2998, page 125, said Register's Office); thence, with the westerly margin of said right-of-way, South 24° 42' 34" West 340.58 feet to an iron pin in a northeasterly right-of-way line of Interstate Highway No. 40; thence, with a northeasterly margin of said right-of-way North 31° 34' 42" West 176.50 feet to an iron pin; thence, with an easterly margin of said right-of-way, North 2° 41' 38" West 312.03 feet to an iron pin at the southwesterly corner of the Tennessee Rural Electric Cooperative Association, Inc., property; thence, with the southwesterly line of said Cooperative's property, South 58° 32' 10" East 292.46 feet to the Point of Beginning and containing 1.44 acres, more or less.

BEING the same property conveyed to Naranbhai P. Patel and Ishwarlal P. Patel, a half-interest each as tenants in common, by installment deed from Tudor Inns of America, Inc., a Tennessee corporation, of record in Book 5388, page 212, Register's Office for Davidson County, Tennessee. And being the same property described in such Affidavit of Ramila Patel, surviving wife of Ishwarlal P. Patel, of record in Book 8487, page 812, Register's Office for said County and State.

w8:bet2318/ts:10/15/91

E X H I B I T "B"

BOOK 8487 PAGE 814

PARTNERSHIP AGREEMENT
OF TUDOR INN, NASHVILLE

This agreement made on this the 11th day of November, 19 82, by and between NARAN P. PATEL, of Nashville, Davidson County, Tennessee, and ISWARLALA P. PATEL, of Springfield, Illinois, herein referred to as PARTNERS.

RECITALS

1. Partners desire to join together for the pursuit of common business goals.

2. Partners have considered various forms of joint business enterprises for their business activities.

3. Partners desire to enter into this partnership agreement as the most advantageous business form for their mutual purposes.

In consideration of the mutual promise contained herein, partners agree as follows:

ARTICLE ONE

NAME, PURPOSE, AND DOMICILE

The name of the partnership shall be TUDOR INN NASHVILLE. The partnership shall be conducted for the principle purpose of operating a motel and related business. The principal place of business shall be at 714 Spence Lane, Nashville, Tennessee, unless relocated by consent of the partners.

ARTICLE TWO

DURATION OF AGREEMENT

The term of this agreement shall be indefinite, commencing on the 11th day of November, 19 82.

ARTICLE THREE

PERFORMANCE BY PARTNERS

Each partner shall apply all of his experience, training, and ability in discharging his assigned functions in the partnership and in the performance of all work that may be necessary or advantageous to further business interest of the partnership.

ARTICLE FOUR

PARTNER'S INTEREST

Each partner shall own the following interest in the partnership, NARAN P. PATEL, ninety percent (905) and ISWARLALA P. PATEL, ten percent (10%).

ARTICLE FIVE

BUSINESS EXPENSES

Any rent of the building where the partnership shall be carried on (the real estate being partnership property), and the costs of repairs and alterations, all rates, taxes, payments for insurance, and other expenses in respect to the building used by the partnership, and the wages for all persons employed by the partnership are to become payable on the account of the

partnership. All losses incurred shall be paid out of the capital of the partnership or the profits arising from the partnership business. Or, if both shall be deficient, by the partners on a pro rated basis, in proportion to their ownership.

ARTICLE SIX

AUTHORITY

Neither partner shall buy any goods or articles or enter into any contract exceeding the value of One Thousand ($1,000.00) Dollars without the prior consent in writing of the other partner; or the partners shall have the option to take the goods or accept the contract on account of the partnership or to let the goods remain the sole property of the partner who shall have obligated himself or herself.

ARTICLE SEVEN

SEPARATE DEBTS

Neither partner shall enter into any bond or become surety, security bail or cosigner for any persons, partnership, or corporation, or knowingly condone anything whereby the partnership may be attached or taken in execution, without the written consent of the other partner.

Each partner shall punctually pay his separate debt and indemnify the other partner and the capital and property of the partnership against his separate debts and all expenses relating thereto.

ARTICLE EIGHT

BOOKS AND RECORDS

Books of accounts shall be maintained by the partners, and proper entries made therein of all sales, purchases, receipts, payments, transactions, and property of the partnership, and the books of accounts and all records of the partnership shall be retained at the principal place of business as specified in Article One herein. Each partner shall have free access to all times to all books and records maintained relative to the partnership business.

ARTICLE NINE

ACCOUNTING

The fiscal year of the partnership shall be from January 1, to December 31, of each year. On the 31st of December, commencing in 83, and on the 31st day of December in each succeeding year, a general accounting shall be made and taken by the partners of all sales, purchases, receipts, payments, and transactions of the partnership during the preceding fiscal year, and of all the capital, property and current liabilities of the partnership. The general accounting shall be entered in the partnership account books and signed in each book by each partners immediately after it is completed. After the signature of each partner is entered, each partner shall keep one of the book and shall be bound by every account, except that if any manifest error is found therein by any partner and shown to the other partner within two (2) months after

the error shall have been noted by all of them the error shall be rectified.

ARTICLE TEN

BANKING

The partnership shall establish and maintain a business account at First American. All partnership receipts shall be deposited in and partnership expenses shall be paid from this business account. Business account checks to pay operating expenses shall be signed by either partners, but any check in excess of Twenty Five Hundred Dollars ($2,500.00) shall be signed by both.

ARTICLE ELEVEN

DIVISION OF PROFITS AND LOSSES

Each partner shall be entitled to percentage of the net profits of the business as agreed on by the partners, and all losses occurring in the course of the business shall be borne in the same proportion, unless the losses are occasioned by the willful neglect or default, and not mere mistakes or error, of the other partner, in which case the loss is incurred shall be made good by the partner though whose neglect or default the losses shall arise. Distributions of profits shall be made by the 1st day of March each year.

ARTICLE TWELVE

ADVANCE DRAWS

Each partner shall be at liberty to draw out of the business, in anticipation of the expected profits, any sums that may be mutually agreed on, and the sums are to be drawn only after there has been entered in the books of partnership the terms of the agreement, giving the date, the amount to be drawn by the respective partners, the time at which the sums shall be drawn, and any other conditions or matters mutually agreed on. The signature of each partner shall be affixed thereon. The total sum of the advance draw for each partners shall be deducted from the sum that partner is entitled to under the distribution of profits as provided for in Article Eleven of this agreement.

ARTICLE THIRTEEN

SALARY

No partner shall receive any salary form the partnership, and the only compensation to be paid shall be as provided in Article Eleven and Twelve of this agreement.

ARTICLE FOURTEEN

SALE OR RETIREMENT

Either partner desiring to sell his partnership interest to a purchaser who is not a present party to this agreement shall be required to obtain the prior written consent to the sale from the remaining partner.

In the event either partner shall desire to retire from the partnership, he shall give one (1) month's notice in writing to the other partner and the continuing partner shall pay to the retiring partner at the termination of two (2) months the value of the interest of the retiring partner in the partnership. The value shall be agreed upon by the parties.

ARTICLE FIFTEEN

RIGHTS OF CONTINUING PARTNER

On the retirement of either partner, the continuing partner shall be at liberty if he so desires, to all trade names designating the firm name, used, and each of the partners shall sign and execute assignments, instruments, or paper that shall be reasonably required for effectuating an amicable retirement.

ARTICLE SIXTEEN

DEATH OF PARTNER

The partners shall have the right of survivorship. The surviving partner shall have the right to acquire the interest of the deceased partner.

ARTICLE SEVENTEEN

RELEASE OF DEBTS

Neither partner shall compound, release, or discharge any debt that shall be due or owing to the partnership, without receiving the thereof, unless that partner obtains the prior written consent of the other partner to the discharge of the indebtedness.

ARTICLE EIGHTEEN

COVENANT AGAINST REVEALING TRADE SECRETS

Neither partner shall, during the continuance of the partnership or \for two (2) years after its determination by any means, divulge to any person not a member of the firm any trade secret or special information employed in or conductive to the partnership business and, which may come to his knowledge in the course of this partnership, without the consent in writing of the other partner, or of the other partner's heirs, administrators or assigns.

IN WITNESS WHEREOF, the parties have executed this agreement at November 11th 1982 the day and year first above written.

6.27.99

NOV 18 2 29 PM '91

Naran P. Patel

Naran P. Patel

Iswarlala P. Patel

Iswarlala P. Patel

Sworn to and subscribed before me,
a Notary Public, on this the 11th day
of November. 1982

Notary Public

My Commission Expires: 7-23-74

0290 11/18 0101 03CHECK 30.00