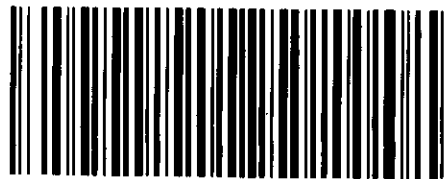


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PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

**CITY OF MESA, ARIZONA,
an Arizona municipal corporation**

and

**DMB MESA PROVING GROUNDS, LLC,
a Delaware limited liability company**

and

**GAYLORD MESA, LLC,
a Delaware limited liability company**

November 3, 2008

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PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the "**Agreement**") is made as of November 3, 2008 (the "**Effective Date**") by and among the CITY OF MESA, ARIZONA, an Arizona municipal corporation ("**City**"), DMB MESA PROVING GROUNDS, LLC, a Delaware limited liability company ("**DMB**"), and GAYLORD MESA, LLC, a Delaware limited liability company ("**Gaylord**").

RECITALS:

A. DMB owns certain real property located in Maricopa County, Arizona consisting of approximately three thousand one hundred fifty-four (3,154) acres currently known as the Mesa Proving Grounds Property (the "**MPG Property**").

B. Gaylord has entered into a contract (the "**Gaylord/DMB Purchase Agreement**") to purchase from DMB a portion of the MPG Property consisting of approximately one hundred (100) acres, legally described on **Exhibit A** and depicted on **Exhibit B**, both attached hereto (the "**Gaylord Property**").

C. The MPG Property is in the process of being annexed into the corporate limits of City. A blank annexation petition has been filed with Maricopa County and meetings and hearings have been held in connection with the annexation of the MPG Property into City.

D. DMB has submitted an application to City to grant the MPG Property the zoning designation of Planned Community District ("**PCD**"), as described in the Zoning Ordinance of the City of Mesa (originally adopted on November 16, 1992 through City of Mesa Ordinance 4712). Upon City's approval of the PCD, DMB shall be authorized to implement the Community Plan dated November 3, 2008 and on file with the City Clerk (the "**Community Plan**"), which shall govern the development of the MPG Property. The Community Plan includes an Exhibit 4.4, entitled Development Unit Plan, that depicts the configuration of development units on the MPG Property, land use budget, and the general development standards, design standards, and the infrastructure master plans to be utilized for the development of the MPG Property.

E. The Community Plan provides that the Gaylord Property is located within "**Development Unit 5**" of the development unit plan map for the MPG Property. Development Unit 5 allows for 100% of the land located within the Development Unit to be developed with the "Retreat" land use group designation ("**Retreat LUG**"), which allows for development of the Gaylord Property with all the uses permitted under the Community Plan for the Retreat LUG. The Community Plan land use budget allocates a maximum gross floor area for non-residential improvements ("**GFA**") to Development Unit 5 and records the initial number of hotel rooms for the entire MPG Property. DMB, as master developer, is authorized to assign the Retreat LUG, maximum GFA, and total number hotel rooms to the Gaylord Property, provided, however, that the Community Plan allows for additional hotel rooms to be located on the Gaylord Property as long as they are counted against the permitted non-residential GFA.

F. Gaylord intends to develop the Gaylord Property as a hotel and resort (as those terms are defined in the Community Plan) and convention center (the “**Project**”). Development of the Project will require that the Gaylord Property be assigned a Retreat LUG, a maximum non-residential GFA of five million (5,000,000) square feet (“s.f.”), which includes four thousand (4,000) hotel rooms. Gaylord, DMB and City believe that development of the Project will enhance the viability and expansion potential of the Phoenix-Mesa Gateway Airport and will maximize the potential opportunities for job growth in the region.

G. The development of the Project pursuant to this Agreement is acknowledged by the Parties to be consistent with the Mesa 2025 General Plan (the “**General Plan**”), and the draft vision, goals and objectives of the Mesa Gateway Strategic Plan, discussed and accepted by the City Council on September 4, 2008, and to operate to the benefit of City, DMB, Gaylord and the general public.

H. Gaylord and City acknowledge that the development of the Gaylord Project is of such magnitude that Gaylord requires the assurances described in this Agreement, before it will expend substantial efforts and costs in the development of the Project.

I. General Motors Corporation, a Delaware corporation (“**GMC**”), has executed a consent to this Agreement but is not a Party. San Diego National Bank, a national banking association (“**Existing Lender**”), as DMB’s secured lender with respect to the MPG Property, has also executed a consent to this Agreement but is not a Party.

J. The Parties intend for this Agreement to be a “Development Agreement” within the meaning of A.R.S. § 9-500.05.

AGREEMENT:

IN CONSIDERATION of the foregoing recitals and representations and the mutual covenants and conditions in this Agreement, the Parties agree as follows:

1. **DEFINITIONS.** In this agreement, unless a different meaning clearly appears from the context:

1.1 “**Agreement**” means this Agreement, as amended and restated or supplemented in writing from time to time, and includes all exhibits and schedules hereto. References to Sections or Exhibits are to this Agreement unless otherwise qualified.

1.2 “**Applicable Laws**” means the federal, state, county and local laws (statutory and common law) ordinances, resolutions, rules, regulations, permit requirements, development fees (in accordance with A.R.S. § 9-463.05), and other requirements and official policies of City which apply to the development of all or any part of the Gaylord Property and the provision of services thereto by the City. The PCD and Community Plan shall control over conflicting City ordinances, rules, regulations, standards, procedures, and administrative policies and shall be the primary regulations used by the City when reviewing and approving submittals within the Gaylord Property.

1.3 “**A.R.S.**” means the Arizona Revised Statutes as now or hereafter enacted or amended.

1.4 “**City**” means the City of Mesa, an Arizona municipal corporation (and any successor public body or officer hereafter designated by or pursuant to law).

1.5 “**Community Plan**” means as described in paragraph D of the Recitals.

1.6 “**Development Rights**” means as described in Section 2.2.

1.7 “**DMB**” means DMB Mesa Proving Grounds LLC, a Delaware limited liability company.

1.8 “**DMB Development Agreement**” means as described in Section 2.10.

1.9 “**Effective Date**” means as described in the introductory paragraph.

1.10 “**Gaylord**” means Gaylord Mesa, LLC, a Delaware limited liability company, or any successor or assign of its rights under the Gaylord/DMB Purchase Agreement.

1.11 “**Gaylord Property**” means as described in paragraph B of the Recitals. The Parties acknowledge that the boundaries of the Gaylord Property may be adjusted before the closing under the Gaylord/DMB Purchase Agreement, and agree that the actual boundaries of the Gaylord Property shall correspond to the legal description of the real property conveyed under the terms and conditions of the Gaylord/DMB Purchase Agreement. Upon such conveyance, **Exhibit A** and **Exhibit B** shall be deemed modified to incorporate the legal description of the real property conveyed under the Gaylord/DMB Purchase Agreement, and the Parties agree to execute and record all documents necessary to give notice of such revised legal description.

1.12 “**Gaylord/DMB Purchase Agreement**” means as described in paragraph B of the Recitals.

1.13 “**General Plan**” means as described in paragraph G of the Recitals.

1.14 “**GFA**” means as described in paragraph E of the Recitals.

1.15 “**Inspection Services**” means as described in Section 2.8.

1.16 “**MPG Property**” means as described in paragraph A of the Recitals.

1.17 “**Owner**” means Gaylord until the closing under or termination of the Gaylord/DMB Purchase Agreement. After the conveyance of the Gaylord Property under the terms and conditions of the Gaylord/DMB Purchase Agreement, the Owner shall mean the fee owner of all or any portion of the Gaylord Property; provided that at any time following such conveyance if all or any portion of such conveyed portion of the Gaylord Property is subject to one or more ground leases, the lessee under such ground leases shall each be deemed the Owner for purposes of this Agreement with respect to the portion of the Gaylord Property subject to such ground lease.

1.18 “Parties” means City, DMB and Gaylord, collectively.

1.19 “Party” means each of City, DMB and Gaylord, individually.

1.20 “PCD” means as described in paragraph D of the Recitals.

1.21 “Person” means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.

1.22 “Project” means as described in paragraph F of the Recitals.

1.23 “Retreat LUG” means as described in paragraph E of the Recitals.

1.24 “Site Plans” means as described in Section 2.4(A).

1.25 “Subdivision Plats” means as described in Section 2.4(A).

1.26 “Submitted Materials” means as described in Section 2.8.

1.27 “Vested Period” means as described in Section 2.4(A).

2. DEVELOPMENT OF PROPERTY.

2.1 Development of Property. Upon City’s approval of the PCD and Community Plan, City agrees that the Gaylord Property may be developed in accordance with the Development Rights assigned as described in Section 2.2, subject to Owner’s compliance with the PCD, the Community Plan, and all Applicable Laws.

2.2 Assignment of Development Rights. In accordance with the Community Plan, DMB hereby irrevocably assigns to the Gaylord Property, and the City hereby acknowledges and agrees to recognize as assigned to the Gaylord Property, the following development rights (the “Development Rights”):

A. the Land Use Group designation of Retreat, and the right to develop the Gaylord Property in accordance with the PCD, the Community Plan, the general development standards and design standards applicable to the Retreat LUG;

B. the maximum limit of five million (5,000,000) s.f. of non-residential GFA;
and

C. four thousand (4,000) hotel rooms, provided that the square footage of such hotel rooms shall be counted against the non-residential GFA assigned to the Gaylord Property. Hotel rooms may include timeshare, interval ownership, condominium hotels, and any other ownership structure, as provided in the Community Plan. Notwithstanding the assignment of four thousand (4,000) hotel rooms, additional hotel rooms may be located on the Gaylord Property provided they are counted against the non-residential GFA assigned to the Gaylord

Property. Nothing set forth in this paragraph C allows, or is intended to allow, the Gaylord Property to be developed with an amount of non-residential GFA which exceeds the maximum limit of non-residential GFA assigned to the Gaylord Property, whether under this Agreement or through any other permissible assignments.

Owner may utilize in, and designate on, one or more site plans for the Gaylord Property the Development Rights described in this Section 2.2, as determined by Owner in the exercise of its sole discretion, and the City agrees to such utilization and designation.

2.3 Section 4.6 of the Community Plan. City, DMB, and Gaylord acknowledge and agree that the Project meets the exemption criteria set forth in Section 4.6B of the Community Plan, and is therefore, exempt from having to obtain Master Developer approval of its development applications. City, DMB, and Gaylord further agree that the project review to be conducted under Section 4.6C of the Community Plan for any and all development on the Gaylord Property shall be conducted in accordance with the following requirements:

A. The City representative selected by the City Manager shall be a City employee or City contractor working under the supervision of the Planning Department, and shall take instructions from, be controlled by, and be responsible to the City; and

B. The review shall be conducted concurrently with the site plan review for the Gaylord Property and the scope of such review shall be limited to providing comments to Owner for Owner's consideration.

2.4 Development Plans.

A. Development Rights, Site Plans, and Subdivision Plats. The City agrees that Owner of all or any portion of the Gaylord Property shall have the right to undertake and complete the development of the Project in accordance with the PCD zoning designation, the Development Rights, and any site plans or subdivision plats for the Gaylord Property approved by City through its normal and customary site plan or subdivision plat approval process, as described in the Community Plan (respectively, the "Site Plans" or the "Subdivision Plats") and the Applicable Laws. Such right to undertake and complete the development of the Project shall be contractually vested as of the Effective Date for a period of twelve (12) years (the "Vested Period"). Additionally, upon the issuance of a building permit for the construction of a building structure on the Gaylord Property and Owner's material reliance thereon, as the term "material reliance" is described under common law, the PCD zoning designation, the Development Rights, and any Site Plans and/or Subdivision Plats shall be permanently vested in accordance with common law. During the Vested Period, and after permanent vesting, City shall not initiate any changes or modifications to the PCD zoning designation, Development Rights and/or any Site Plans or Subdivision Plats applicable to all or any portion of the Gaylord Property, except at the request of the then-Owner of the Gaylord Property, or any portion thereof. The development of the Property shall be subject to Applicable Laws and the terms of this Agreement.

B. Moratoriums. In the event of any moratorium that is instituted pursuant to A.R.S. § 9-463.06, the Owner of all or any portion of the Gaylord Property may apply for a

waiver of the applicability of such moratorium to develop the Gaylord Property in accordance with the provisions of this Agreement, as described in A.R.S. § 9-463.06D.

2.5 Phasing of Development. Owner reserves the right to develop the Project in one or more phases, as determined by Owner in the exercise of its sole discretion. The City acknowledges that Gaylord intends for the initial Site Plan for the Gaylord Property to encompass the entire Gaylord Property and include all the Development Rights granted to the Gaylord Property pursuant to Section 2.2 and the Property Owner/Master Developer Consent attached hereto. The City acknowledges and agrees that the issuance of the initial building permit for improvements within the Project, and the diligent construction of such improvements until completion meets the requirements of Section 11-9.1-7(a) of the Mesa City Code to allow the continued effectiveness of such Site Plan, regardless of the passage of two (2) years following the date of such Site Plan's approval, and that, therefore, upon the completion of such initial improvements, such Site Plan shall no longer be subject to expiration. Owner shall meet the requirements of diligent construction by engaging in a continuous effort to cause the construction of such improvements, which in the event of a construction delay shall be met through the continuous effort to resolve such delay. Nothing set forth in this Section 2.5, or Section 11-9.1-7(a) of the Mesa City Code, modifies or is intended to modify the vested rights granted to the Gaylord Property under Section 2.4 of this Agreement or as a matter of common law.

2.6 Regulation of Development. The development of the Gaylord Property shall be in accordance with Applicable Laws, this Agreement, the PCD and the Community Plan. If there is a conflict between this Agreement, the PCD, and the Community Plan, then the document that more specifically addresses the issue shall control.

2.7 Processing of Development Plans. Subject to Applicable Laws, City and Owner will cooperate reasonably in processing the approval or issuance of any permits, site plans, subdivision plats or other development approvals requested in connection with development of the Project. City further agrees that no unusual or extraordinary review or inspection requirements will be imposed by City and that approvals, inspections and permits will be processed promptly within the limits of City's then-existing staff.

2.8 Establishment of Review or Inspection Time Parameters. If Owner wishes to establish specific review or inspection time parameters for the development of all or any portion of the Gaylord Property, Owner may enter into a funding agreement with the City, which will include provisions addressing the following issues: (A) identifying additional City staff position(s) or outside consultant(s) that may be necessary to review site plans, subdivision plats, construction plans, and other submitted materials (collectively, the "**Submitted Materials**") or provide land development and construction inspection services (collectively, the "**Inspection Services**") within the timeframes desired by the Owner; (B) providing for the cooperation and mutual agreement of the City and the Owner as to their persons or consultants who are best suited to review the Submitted Materials or provide the Inspection Services; (C) identifying the time period for which the additional City staff positions and/or outside consultants are necessary; and (D) any other provision deemed necessary by City and Owner. If City does not have a sufficient number of personnel to implement an expedited development review process requested by Owner, or expedited land development and construction inspection services requested by the

Owner, Owner may elect to pay the costs incurred by City for such private, independent consultants and advisors which may be retained by City, as necessary, to assist City in the review and/or inspection process; provided, however, that such consultants shall take instructions from, be controlled by, and be responsible to, City and not Owner.

2.9 Land Division. The Parties acknowledge that the Gaylord Property consists of two parcels as depicted on **Exhibit C**. The City acknowledges that from time to time the boundaries of the two parcels may be adjusted or otherwise modified in connection with the development of the Project. The City agrees that the conveyance of land between the two parcels, or between the Gaylord Property and the portions of the MPG Property surrounding the Gaylord Property shall not be determined by the City to be a subdivision, or land division as those terms are defined in the Community Plan or the Mesa Subdivision Regulations (as set forth in Title 9, Section 6 of the Mesa City Code, or any successor regulation), provided, however, that such conveyance does not create additional lots or parcels, render any existing lot substandard in size or shape, render substandard the setbacks to existing development on the affected property or impair any existing access, easement, or public improvement. The Parties further agree that upon any adjustment or other modification of the Gaylord Property, **Exhibit A** and **Exhibit B** shall be deemed modified to incorporate the revised legal description of the Gaylord Property, and the Parties agree to execute and record all documents necessary to give notice of such revised legal description.

2.10 Buy-In Fees. City further acknowledges and agrees that Owner shall not be subject to any “buy-in fees” for:

A. off-site infrastructure already constructed by City or others; and

B. any future infrastructure to be constructed pursuant to the terms and conditions of the Development Agreement, dated November 3, 2008, by and between DMB and City (the “**DMB Development Agreement**”), provided, however, that in the event that any provision of non-potable water service by the City requires the capacity of the non-potable system to be greater than the capacity required to be provided under the DMB Development Agreement, Owner shall be subject to any buy-in-fees related to the cost of providing such required increase in capacity and imposed in accordance with Applicable Laws.

3. SITE PLAN.

3.1 Off-Site Retention/Detention of Storm Water Run-Off. DMB agrees to design the DU 5 storm water detention/retention facilities to accommodate all of the Gaylord Property's storm water run-off outside of the Gaylord Property, so that such storm water run-off does not flow into the area of the MPG Property designated as “Great Park” on the Community Plan, but flows primarily into the area of the MPG Property designated as the “Golf Course” on the Community Plan and into other locations outside of the Gaylord Property, provided, however, that all areas receiving such storm water run-off are approved by the City Engineer. City agrees to require the Master Drainage Report(s) for the MPG Property, including without limitation the DU-5 storm water master report, to incorporate a drainage plan for the Gaylord Property which does not require the Gaylord Property to have any on-site detention or on-site retention of storm water runoff, but locates the detention/retention areas for the Gaylord Property as described in

this Section 3.1. City further agrees to the incorporation of the off-site detention/retention areas as described in this Section 3.1 into any and all site plans and/or subdivision plats for the Gaylord Property, as applicable, and agrees that no on-site detention or on-site retention of storm water runoff shall be required for the Gaylord Property. Notwithstanding the foregoing, prior to receiving any building permits for the Gaylord Property, DMB shall have submitted the proposed off-site retention plan for the Gaylord Property, and have received approval thereof by the City Engineer, in accordance with accepted engineering practices.

3.2 Set-Backs.

A. Minimum Set Backs. City acknowledges that the minimum set back requirements for the Retreat LUG is two feet (2'), measured from the back of the curb.

B. Single Building Site. City further acknowledges that the Gaylord Property is intended to be used as a single building site for the development of the Project. The City agrees that the Gaylord Property shall be considered as one (1) lot for the purpose of compliance with City development rules, regulations, and administrative policies, regardless of the number of parcels of which the Gaylord Property consists. Without limiting the generality of the foregoing, the City shall not require side set-backs between any such parcels which are used as a single building site. Nothing set forth in this Section 3.2(B) modifies, or is intended to modify, the requirements of the Mesa Building Code (Title 4, Chapter 2 of the Mesa City Code), which the City acknowledges and agrees will not impair or restrict the use of the Gaylord Property as a single building site and as one lot, as set forth in the provisions of this Section 3.2(B).

3.3 Processing of Site Plan and Site Plan Amendments. City hereby finds both of the following: (A) the Project is a unique development, and (B) Gaylord, through previous developments, has demonstrated (i) innovation and high quality in design, architecture, site layout, and sustainability features, (ii) an ability to have significant positive impact on the City's employment goals for the Mesa Gateway area, (iii) an ability to be a significant financial generator, and (iv) an ability to significantly further DMB's goals for establishing a Center of Regional Importance (as defined in the Community Plan), and further, through its City Manager, identifies the Gaylord Property development as a development that can be processed consistent with the procedures set forth in the Community Plan for the consideration of minor site plans. In accordance with these findings and identification, City agrees that any and all site plans covering the Gaylord Property or any portion thereof, and all amendments to such site plans, shall be processed consistent with the procedures set forth in the Community Plan for the consideration of minor site plans.

3.4 Municipal Services Generally. City hereby agrees to include the Gaylord Property in any and all City Service areas and to provide the Gaylord Property with water, non-potable water (subject to physical and legal availability), wastewater, police and fire protection services, refuse collection services, and all other services provided by City, in a manner comparable to those services provided to all landowners and occupants of City, subject to the terms of this Agreement, and subject to the Applicable Laws.

4. DEFAULTS.

4.1 Events of Default. Any Party shall be deemed to be in default under this Agreement if the defaulting Party breaches any obligations required to be performed by it hereunder, subject to the provisions of Section 4.3.

4.2 Remedies. Whenever a default occurs and is not cured (or, if appropriate, cure undertaken) by the defaulting Party in accordance with Section 4.3 of this Agreement, the non-defaulting Party's sole and exclusive remedies shall consist of and be limited to seeking injunction, specific performance, declaratory action, special action, or other similar relief (whether characterized as mandamus, injunctive relief, specific performance or otherwise). Notwithstanding anything herein to the contrary, each Party expressly waives any and all right to terminate this Agreement, and/or seek damages as a remedy with respect to a default.

4.3 Grace Periods; Notice and Cure. Upon the occurrence of an event of default by any Party, such Party shall, upon receipt of written notice from the non-defaulting Party, proceed promptly to cure or remedy such default and, in any event, such default shall be cured within thirty (30) days after receipt of such notice, or, if such default is of a nature that is not capable of being cured within thirty (30) days, the cure shall be commenced within such period and diligently pursued to completion. The non-defaulting Party shall not exercise any remedies pursuant to Section 4.2 until and unless the applicable cure period described in this Section 4.3 has expired and the default remains uncured at such time.

4.4 Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any default by the other Party shall not be considered as a waiver of rights with respect to any other default by the non-defaulting Party or with respect to the particular default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the default involved.

4.5 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other default by the other Party.

5. REPRESENTATIONS.

5.1 City Representations. City represents to each of Gaylord and DMB that:

A. The City's execution and approval of this Agreement have been in compliance with the procedural requirements of the Mesa City Charter and the Mesa City Code.

B. The City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement and evidence this Agreement.

C. As of the date of this Agreement, the City knows of no litigation, proceeding, initiative, referendum, or official investigation contesting the powers of the City or its officials with respect to this Agreement including the City's execution, delivery and performance hereof, that has not been disclosed in writing to Gaylord and DMB.

D. The execution, delivery and performance of this Agreement by the City is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which the City is a party or is otherwise subject.

E. The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

5.2 Gaylord Representations. Gaylord represents to each of City and DMB that:

A. Gaylord's execution and approval of this Agreement have been in compliance with the organizational/formation and operating documents of Gaylord. Gaylord has provided the City with a copy of its organizational/formation and operating documents and a certified copy of the resolution or other entity action authorizing (including incumbency certificate) execution and performance of this Agreement.

B. Gaylord will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement and evidence this Agreement.

C. As of the date of this Agreement, Gaylord knows of no litigation, proceeding or official investigation contesting the powers of Gaylord or its officers with respect to this Agreement including Gaylord's execution, delivery and performance hereof, that has not been disclosed in writing to the City and DMB.

D. The execution, delivery and performance of this Agreement by Gaylord is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which Gaylord is a party or is otherwise subject.

E. Gaylord has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

5.3 DMB Representations. DMB represents to each of City and Gaylord that:

A. DMB's execution and approval of this Agreement have been in compliance with the organizational/formation and operating documents of DMB. DMB has provided the City with a copy of its organizational/formation and operating documents and a certified copy of the resolution or other entity action authorizing (including incumbency certificate) execution and performance of this Agreement.

B. DMB will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement and evidence this Agreement.

C. As of the date of this Agreement, DMB knows of no litigation, proceeding or official investigation contesting the powers of DMB or its officers with respect to this

Agreement including DMB's execution, delivery and performance hereof, that has not been disclosed in writing to the City and Gaylord.

D. The execution, delivery and performance of this Agreement by DMB is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which DMB is a party or is otherwise subject.

E. DMB has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement

6. MISCELLANEOUS.

6.1 Term. This Agreement shall commence on the Effective Date, and shall terminate upon the completion of all performance obligations under this Agreement, unless earlier terminated as provided herein. The provisions of this Agreement shall become operative for all purposes on the date on which all or any portion of the Gaylord Property has been annexed into the City, provided, however, that such annexation occurs on or before December 31, 2009. Notwithstanding the foregoing, if the Gaylord/DMB Purchase Agreement is terminated prior to the conveyance of all or any portion of the Gaylord Property to Gaylord, or if the Gaylord Property has not been conveyed to Gaylord on or before December 31, 2014, this Agreement shall terminate without further action or notice required, and the Gaylord Property shall, thereafter, be released from and no longer be subject to or burdened by the covenants, conditions, restrictions, rights or provisions of this Agreement. Upon any such termination, even though not required to effectuate the termination, to provide record notice thereof, City, DMB and Gaylord shall execute, acknowledge, and record a notice of such termination in the Official Records of Maricopa County, Arizona, in the form attached hereto as **Exhibit D**.

6.2 Manner of Service. Except as otherwise required by law, any notice, demand or other communication required or permitted under this Agreement shall be in writing and shall be given by personal delivery or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this Section, or by electronic mail, facsimile machine or by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid:

To Gaylord: Gaylord Mesa, LLC
 c/o Gaylord Entertainment Company
 1 Gaylord Drive
 Nashville, Tennessee 37214
 Attention: Senior Vice President of Development
 Fax: (615) 316-6557

Copy to: Gaylord Entertainment Company
1 Gaylord Drive
Nashville, Tennessee 37214
Attention: General Counsel and Secretary
Fax: (615) 316-6544

Copy to: Snell & Wilmer L.L.P.
One Arizona Center
Phoenix, Arizona 85004-2202
Attention: Jody Pokorski, Esq.
Facsimile: (602) 382-6070

To DMB: DMB Associates, Inc.
7600 E. Doubletree Ranch Road
Suite 300
Scottsdale, AZ 85258
Attention: Mary Alexander, Esq.
Facsimile: (480)367-7576

To City: City of Mesa
P.O. Box 1466
Mesa, AZ 85201-1466
Attention: Planning Director
Facsimile: (480) 644-2757

Copy to: City of Mesa
P.O. Box 1466
Attention: City Attorney
Facsimile: (602) 644-3958

6.3 Notice Effective. Any notice sent by United States Postal Service certified or registered mail shall be deemed to be effective the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice personally delivered or delivered through a same-day delivery/courier service shall be deemed effective upon its receipt or refusal to accept receipt by the addressee. Any notice sent by electronic mail or facsimile shall be deemed effective upon confirmation of the successful transmission by the sender's electronic mail system or facsimile machine. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee.

6.4 Waiver of Right to Trial by Jury. The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each Party waives any right to a trial by jury. In the event of litigation, the Parties agree to submit to a trial before the court.

6.5 Attorneys' Fees. In the event of commencement of a legal action in an appropriate forum by a Party to enforce any covenant or any of such Party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing Party in any such action shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Party and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

6.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

6.7 Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning of construction of any of the provisions hereof.

6.8 Exhibits and Recitals. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof.

6.9 Further Acts. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of (i) this Agreement as in full force and effect, and (ii) the performance of the obligations hereunder at any time

6.10 Time is of the Essence. Time is of the essence in implementing the terms of this Agreement.

6.11 Successors and Assigns. Nothing set forth in this Agreement, prevents or otherwise restricts the conveyance of all or any portion of the Gaylord Property at any time. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties pursuant to A.R.S. § 9-500.05D, and will run with the land.

6.12 No Partnerships; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder, except for transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Gaylord under this Agreement.

6.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement,

understanding, negotiation or representation regarding the subject matter covered by this Agreement.

6.14 Amendment. No change or addition is to be made to this Agreement except by written amendment executed by City and Owner. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Maricopa County, Arizona.

6.15 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses City from undertaking any contractual commitment to perform under any provision hereunder, the remaining portions of this Agreement shall remain in full force and effect, and the Parties will negotiate diligently in good faith for such amendments of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

6.16 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona, including the applicability of A.R.S. § 38-511.

6.17 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona not later than ten (10) days after execution of the Agreement by the Parties.

6.18 No Owner Representations. If Owner does not develop the Gaylord Property, then nothing contained herein shall be deemed to obligate Owner to complete any part or all of the development of the Gaylord Property in accordance with this Agreement, the PCD or any other plan, and this Agreement shall not be deemed a representation or warranty by Owner of any kind whatsoever.

6.19 Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

6.20 Individual Nonliability. No City Council member, official, representative, agent, attorney or employee shall be personally liable to any of the other Parties hereto, or to any successor in interest to such Parties, in the event of any default or breach by City or for any amount which may become due to a Party or its successor, or with respect to any obligation of City under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Owner under this Agreement shall be limited solely to the assets of Owner, and shall not extend to or be enforceable against: (i) the individual assets of any of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of Owner, (ii) the shareholders, members or managers or constituent partners of Owner, or (iii) officers of Owner; and the liability of DMB under this Agreement shall be limited solely to the assets of DMB, and shall not extend to

or be enforceable against: (A) the individual assets of any of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of DMB, (B) the shareholders, members or managers or constituent partners of DMB, or (C) officers of DMB.

6.21 Proposition 207 Waiver. Gaylord hereby waives and releases City from any and all claims under Arizona Revised Statutes § 12-1134, et seq., including any right to compensation for reduction to the fair market value of the Gaylord Property, as a result of the City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the expiration or earlier termination of this Agreement.

6.22 Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgement or consent.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its City Manager, and DMB and Gaylord have signed the same, on or as of the day and year first above written.

CITY:

CITY OF MESA, ARIZONA, an Arizona municipal corporation

By: Christopher J. Brady
Name: Christopher J. Brady
Its: City Manager

ATTEST: da Cocher
CITY CLERK

APPROVED AS TO FORM: [Signature]
CITY ATTORNEY

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing Agreement was acknowledged before me this 12 day of NOVEMBER, 2008, by CHRISTOPHER J. BRADY, CITY MANAGER of City of Mesa, Arizona, an Arizona municipal corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:
MARCH 28, 2011



DMB:

DMB MESA PROVING GROUNDS, LLC, a Delaware limited liability company

By: DMB ASSOCIATES, INC., an Arizona corporation, its Manager

By: *John Bradley*

Name: *John L. Bradley*

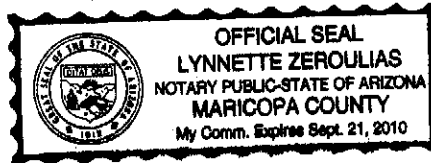
Its: *V.P.*

STATE OF ARIZONA)
County of *Maricopa*)ss.

The foregoing was acknowledged before me this *07* day of *November*, 2008, by *John Bradley*, the *Vice President* of DMB Associates, Inc., an Arizona corporation, as the Manager of DMB Mesa Proving Grounds, LLC, a Delaware limited liability company, on behalf of DMB Mesa Proving Grounds, LLC.

Lynette Zeroulias
Notary Public

My Commission Expires: *9/21/2010*



GAYLORD:

GAYLORD MESA, LLC, a Delaware limited liability company

By: 

Name: David C. Kloepfel

Its: Executive V. P. & Chief Financial Officer

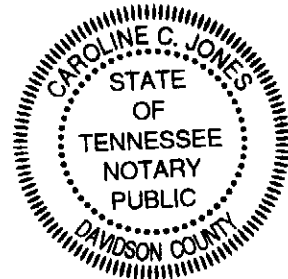
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared David C. Kloepfel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the EVP of Gaylord Mesa, LLC, the within named bargainor, a Delaware limited liability company, and that he, as such EVP, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as EVP.

WITNESS my hand, at office, this 10th day of November, 2008.


Notary Public

My Commission Expires: _____ **MY COMMISSION EXPIRES:**
November 14, 2009

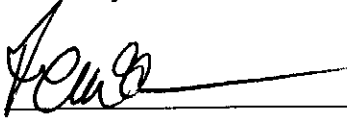


TENANT CONSENT

The undersigned, as Tenant under that certain "Lease", by and between DMB MESA PROVING GROUNDS, LLC, a Delaware limited liability company ("DMB MPG"), as Lessor, and Tenant, dated December 28, 2006, evidenced by that certain Memorandum of Lease, dated December 28, 2006, recorded as Document No. 2006-1695608 in the Official Records of Maricopa County, Arizona, in respect of certain real property which includes the real property that is the subject of this Pre-Annexation and Development Agreement, dated November 3, 2008, by and among the CITY OF MESA, ARIZONA, an Arizona municipal corporation, DMB MPG, and GAYLORD MESA, LLC, a Delaware limited liability company (the "Agreement"), hereby: (i) acknowledges that the Agreement shall bind that portion of the real property that is subject to the Lease and subject to the Agreement; (ii) approves the recordation of the Agreement; (iii) represents and warrants that the undersigned has the requisite right, power and authorization to enter into, execute, and deliver this Tenant Consent on behalf of Tenant; and (iv) Tenant has been assisted by counsel of its own choosing in connection with the preparation and execution of this Tenant Consent. By acceptance of this Tenant Consent, the Parties acknowledge and recognize the continued operations of Tenant on a portion of the Property so long as the Lease remains in effect and agree that such operations shall not be affected by the Agreement, nor, so long as such operations continue as they are currently conducted and are in compliance with applicable laws, will the Parties object to the continuation of such operations under the terms of the Lease.

DATED: November 11, 2008

GENERAL MOTORS CORPORATION, a
Delaware corporation

By: 
Name: ROCH X. McCLAIN
DIRECTOR
WORLDWIDE REAL ESTATE
Its: _____

Execution Recommended
Worldwide Real Estate
By: 

Michigan
STATE OF ARIZONA)

)ss.
County of Wayne

The foregoing was acknowledged before me this 11 day of November 2008, by Rock McClain, the Director of General Motors Corporation, a Delaware corporation, on behalf thereof.

Nancy DeVoe Treuter
Notary Public

My Commission Expires:

NANCY DE VOE TREUTER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES AUG 25, 2012
ACTING IN COUNTY OF Wayne

ACCEPTED THIS 11 DAY OF November, 2008

DMB MESA PROVING GROUNDS LLC, a
Delaware limited liability company

By: DMB Associates, Inc., an Arizona
corporation, its Manager

By: _____
Name: _____
Its: _____

STATE OF ARIZONA)
)ss.
County of _____

The foregoing was acknowledged before me this ___ day of ___, 2008, by _____, the _____ of DMB Associates, Inc., an Arizona corporation, on behalf of DMB Mesa Proving Grounds, LLC., a Delaware limited liability company, as its Manager.

Notary Public

My Commission Expires:

ACCEPTED THIS 12th DAY OF November, 2008

CITY:

CITY OF MESA, ARIZONA, an Arizona municipal corporation

By: [Signature]
Name: Christopher J. Brady
Its: City Manager

ATTEST: [Signature]
CITY CLERK

APPROVED AS TO FORM: [Signature]
CITY ATTORNEY

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing Agreement was acknowledged before me this 12 day of NOVEMBER, 2008, by CHRISTOPHER J. BRADY, CITY MANAGER of City of Mesa, Arizona, an Arizona municipal corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:
MARCH 28, 2011



EXISTING LENDER CONSENT

The undersigned, as Beneficiary (“Existing Lender”) under that certain DEED OF TRUST AND FIXTURE FILING (With Assignment of Rents and Security Agreement) (the “Deed of Trust”), by and between DMB MESA PROVING GROUNDS, LLC, a Delaware limited liability company (“DMB MPG”), as Trustor, and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee, dated December 28, 2006, and recorded on December 28, 2006 as Document No. 2006-1695609 in the Official Records of Maricopa County, Arizona, in respect of certain real property which includes the real property that is the subject of this Pre-Annexation and Development Agreement, dated November 3, 2008, by and among the CITY OF MESA, ARIZONA, an Arizona municipal corporation, DMB MESA PROVING GROUNDS, LLC, a Delaware limited liability company, and GAYLORD MESA, LLC, a Delaware limited liability company (the “Agreement”), but not as a party, hereby: (i) consents to the Agreement; (ii) acknowledges that the Agreement shall bind that portion of the real property that is subject to the Deed of Trust and subject to the Agreement; (iii) approves the recordation of the Agreement; (iv) agrees to execute, acknowledge and deliver such additional documents and instruments reasonably required to consummate, evidence, or carry out the matters contemplated by the Agreement and this Existing Lender Consent; (vii) agrees that the Agreement shall continue in full force and effect, at Existing Lender’s option, in the event of foreclosure or trustee’s sale pursuant to such Deed of Trust or any other acquisition of title by the undersigned, its successors, or assigns, of all or any portion of the real property covered by such Deed of Trust; (viii) represents and warrants that the undersigned has the requisite right, power and authorization to enter into, execute, and deliver this Existing Lender Consent on behalf of Beneficiary; and (ix) the execution and delivery of this Existing Lender Consent by Beneficiary is not prohibited by, and does not conflict with any other agreements or instruments to which Beneficiary is a party.

DATED: November 7th, 2008

SAN DIEGO NATIONAL BANK, a national banking association

By: Elliot Jensen
Name: Elliot Jensen
Its: Senior Vice President

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

A PARCEL OF LAND LYING WITHIN SECTIONS 14 AND 15, TOWNSHIP 1 SOUTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, A 3-INCH MARICOPA COUNTY BRASS CAP FLUSH STAMPED 2002 RLS 36563, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 14, AN IRON PIPE WITH NO IDENTIFICATION, BEARS SOUTH 89°41'01" EAST (BASIS OF BEARING), A DISTANCE OF 2658.58 FEET;

THENCE ALONG THE NORTH LINE OF SAID SECTION 14, SOUTH 89°41'01" EAST, A DISTANCE OF 39.69 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°18'59" WEST, A DISTANCE OF 65.00 FEET, TO A LINE PARALLEL TO AND 65 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 14 AND THE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°41'01" EAST, A DISTANCE OF 668.06 FEET;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 00°19'04" WEST, A DISTANCE OF 123.74 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 600.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 65°33'36", A DISTANCE OF 686.54 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 667.50 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 27°53'18", A DISTANCE OF 324.90 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 600.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 46°41'44", A DISTANCE OF 489.00 FEET, TO THE CURVE'S END;

THENCE SOUTH 84°41'06" WEST, A DISTANCE OF 201.54 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 400.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 154°58'10", A DISTANCE OF 1081.89 FEET, TO THE CURVE'S END;

THENCE SOUTH 70°17'04" EAST, A DISTANCE OF 222.34 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 360.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 110°19'51", A DISTANCE OF 693.23 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 400.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 28°31'02", A DISTANCE OF 199.09 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE SOUTH 65°48'55" WEST, A DISTANCE OF 1174.12 FEET;

THENCE NORTH 24°11'05" WEST, A DISTANCE OF 1828.61 FEET;

THENCE NORTH $01^{\circ}25'09''$ WEST, A DISTANCE OF 1015.15 FEET;

THENCE SOUTH $89^{\circ}37'50''$ EAST, A DISTANCE OF 1855.27 FEET, TO THE BEGINNING OF A CURVE;

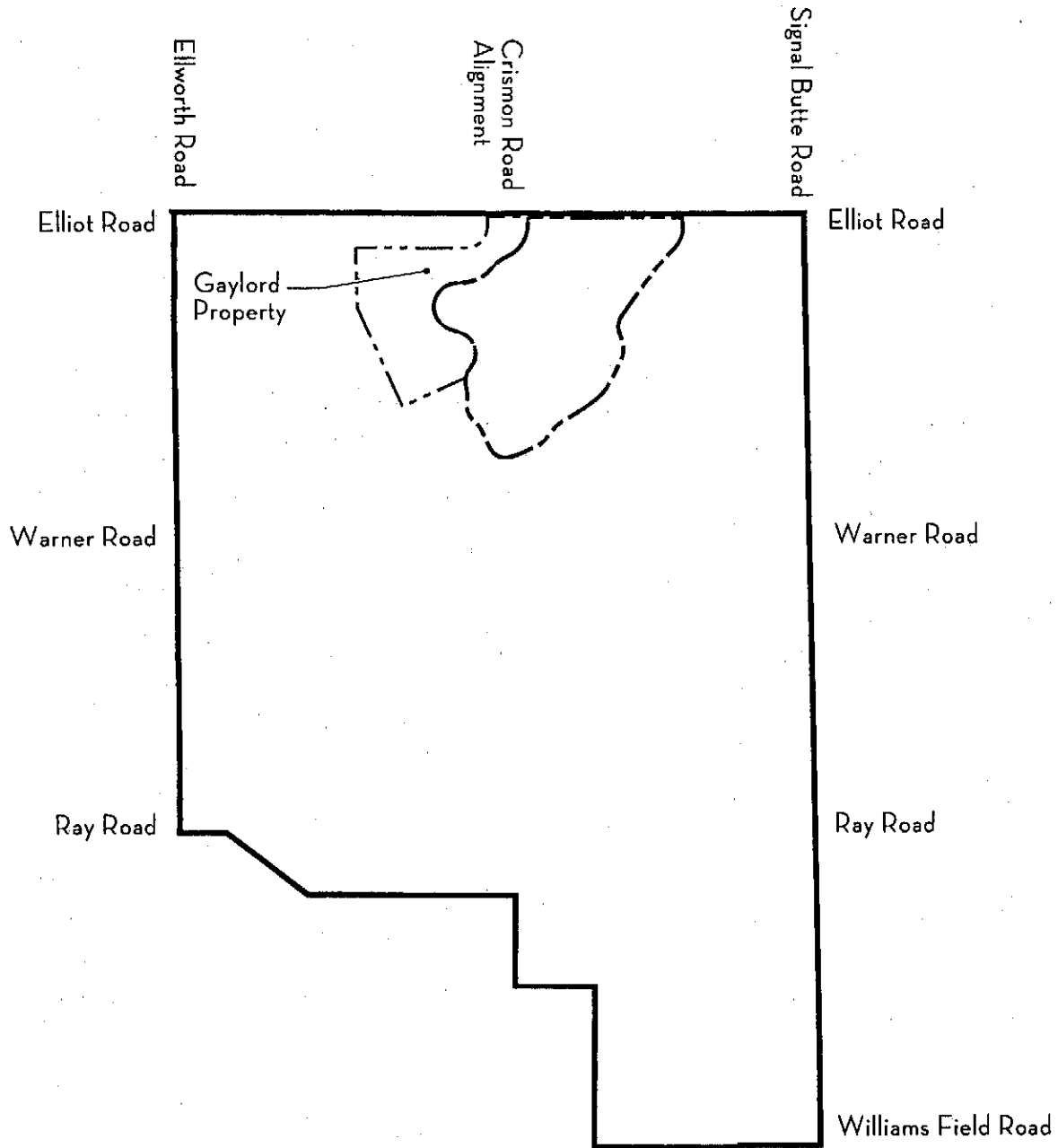
THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 368.50 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF $91^{\circ}05'35''$, A DISTANCE OF 585.87 FEET, TO THE CURVE'S END;

THENCE NORTH $00^{\circ}43'25''$ WEST, A DISTANCE OF 151.51 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B
DEPICTION OF PROPERTY

EXHIBIT B

Depiction of Property



MESA PROVING GROUNDS



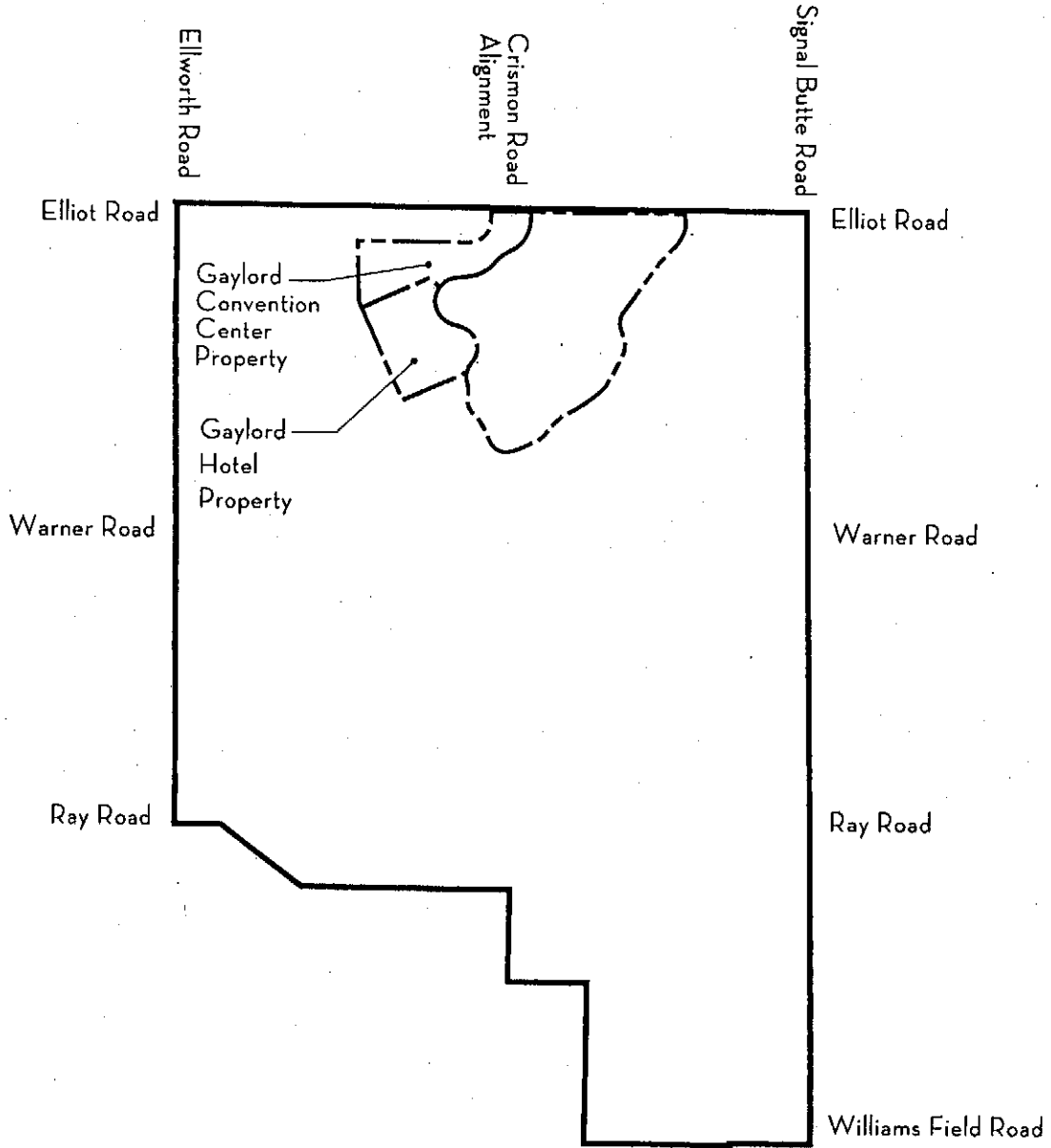
North
N.T.S.

27 Oct 08

**EXHIBIT C
LAND SPLIT MAP**

EXHIBIT C

Land Split Map



MESA PROVING GROUNDS



27 Oct 08

**EXHIBIT D
NOTICE OF TERMINATION**

When recorded, return to:

City of Mesa
P.O. Box 1466
Mesa, Arizona 85201-1466
Attn: Real Estate Services Director

**NOTICE OF TERMINATION OF
PRE-ANNEXATION AND DEVELOPMENT AGREEMENT**

Notice is hereby provided that the Pre-Annexation and Development Agreement (“Agreement”) entered into by and among the CITY OF MESA, Arizona, an Arizona municipal corporation (“City”), DMB MESA PROVING GROUNDS, LLC, a Delaware limited liability company (“DMB”), and GAYLORD MESA, LLC, a Delaware limited liability company (“Gaylord”), has terminated. Notice is further provided that as a result of such termination, the real property described on Exhibit A (the “Property”), attached hereto and incorporated herein by reference, has been released from and is no longer subject to or burdened by the covenants, conditions, restrictions, rights or provisions of the Agreement. The Property may be conveyed free of the Agreement.

This Notice may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

This Notice is effective upon recordation in the official records of Maricopa County, Arizona.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY:

CITY OF MESA, ARIZONA, an Arizona
municipal corporation

By: _____

Name: _____

Its: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _____,
2008, by _____, _____ of City of Mesa,
Arizona, an Arizona municipal corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

GAYLORD:

GAYLORD MESA, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of Gaylord Mesa, LLC, the within named bargainer, a Delaware limited liability company, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as _____.

WITNESS my hand, at office, this ___ day of _____, 2008.

Notary Public

My Commission Expires: _____