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Instr:200005230051720 Page: 1 OF 4
REC'D FOR REC 05/23/2000 1:54:16PM
RECORD FEE: $19.00
M. TAX: $0.00 T. TAX: $10730.00

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 23rd day of May, 2000, by and between IMPAC HOTELS I, L.L.C., a limited liability company organized and existing under and by virtue of the laws of the State of Georgia, (herein "Grantor"), and UNITED PARTNERS, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Tennessee (herein "Grantee").

WITNESSETH

That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold and hereby bargains, sells, conveys and confirms unto Grantee the real estate described on Exhibit A attached hereto and made a part hereof, situated and being in Nashville, County of Davidson, State of Tennessee.

This is the same property conveyed to B.N.S. Lodging Associates I, Limited Partnership, by Deed of Record in Book 9705, Page 921, in the Register's Office of Davidson County, Tennessee. The said B.N.S. Lodging Associates I, Limited Partnership has merged with and into Impac Hotels I, L.L.C. pursuant to Articles of Merger recorded in Book 10402, Page 212, in said Register's Office. Tax Parcel No.106-30.

TO HAVE AND TO HOLD the aforedescribed real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Grantee, their heirs, successors and assigns in fee simple forever. Grantor bargains, sells, conveys and confirms to Grantee that certain Lease Agreement dated July 16, 1998 by and between Web Service Company, Inc. as Lessee and IMPAC Hotel Group, Inc. as Lessor and a memorandum of which is recorded in Book 11079, Page 732 in the Register's Office of Davidson County, Tennessee.

Grantor hereby covenants with Grantee that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through or under it, but not further or otherwise; and that the same is unencumbered, except for taxes for the year 2000, a lien, which are not yet due and payable; subject to the flow of Mill Creek; lease of record in Book 11079, Page 732, in favor of Web Service Company, Inc.; and Survey Number 00018, dated March 18, 2000, prepared by Burns & Associates, Inc., Surveyors, which indicates the

following: a portion of the subject property lies within the 100 year flood plain, the fence and curbing encroach onto properties located to the southeast and northwest, mislocated fence running within the northwesterly and southwesterly boundary lines, 20' minimum building setback line from rear property line, 57' minimum building setback line from center of Murfreesboro Road, all as more particularly shown on said survey.

The words Grantor and Grantee as used herein shall mean "Grantors" and Grantees", respectively, if more than one person or entity be referred to, and pronouns shall be construed according to their gender and number according to the context hereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by and through its duly authorized officer(s) the day and year first above written.

IMPAC HOTELS I, LLC
a Georgia limited liability company

By: _____
Name: Thomas S. Goglia
Title: Vice President

ATTEST: _____

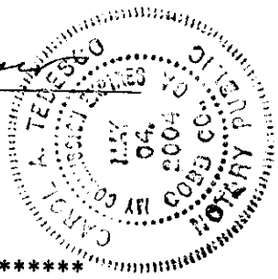
STATE OF Georgia
COUNTY OF Fulton

Before me, a Notary Public in and for said State and County personally appeared Thomas S. Goglia, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, acknowledged himself/herself to be the Vice President of IMPAC HOTELS I, LLC, the within named bargainor, a Georgia limited liability company, and that he as such officer, executed the foregoing instrument for the purposes therein contained by subscribing the name of the corporation by himself/herself as such officer.

WITNESS my hand and Notarial Seal at office this 19 day of May, 2000.

_____
Notary Public

My commission expires:
5-4-2004



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I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred whichever is greater, is $2,900,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 14th day of May, 2000.

Notary Public

My commission expires:

5-14-2004

Property Address:
981 Murfressboro Road,
Nashville, Davidson County, Tennessee 37217

Mail tax bills to:
Same

State Tax	$10,730.00
Register's Fee	1.00
Recording Fee	30.00
Total	$10,761.00

Exhibit A

Property Description

All that tract or parcel of land lying and being in the First (formerly the Sixth) Civil District, Davidson County, Tennessee and being more particularly described as follows:

Begin at an old iron pin on the southern right of way line of Murfreesboro Road (a 112 foot right of way), being South 50° 37' East a distance of 540 feet more or less to the centerline of Foothills Drive; running thence along said southern right of way line of Murfreesboro Road South 50° 37' East a distance of 350.00 feet to an old iron pin located at the northwest corner of property now or formerly owned by Bishop James D. Niedergeses; thence leaving said southern right of way line of Murfreesboro Road and running South 39° 23' West a distance of 125.0 feet to an old iron pin located at the southwest corner of said Niedergeses property; thence South 50° 37' East a distance of 125.0 feet to an old iron pin located at the southeast corner of said Niedergeses property; thence South 39° 23' West along property now or formerly owned by the Tennessee Conservation League a distance of 440.38 feet to a point located in the centerline of Mill Creek; thence up the centerline of Mill Creek (as surveyed by Turner Engineering Company on February 19, 1987) North 88° 54' 20" West a distance of 50.87 feet to a point; thence leaving the centerline of Mill Creek and running North 50° 48' 48" West along property now or formerly owned by Jimmy Strickland a distance of 383.90 feet to an old iron pin; thence North 39° 17' 10" East along property now or formerly owned by J.P.S. Properties a distance of 259.74 feet to an old iron pin; thence North 50° 30' 30" West a distance of 50.0 feet to an old iron pin; thence North 39° 15' 26" East along property now or formerly owned by Wilson-Borod a distance of 338.38 feet to an old iron pin located at the aforementioned southern right of way line of Murfreesboro Road and the point of beginning.

Being the same property conveyed to Bass Nashville Airport, Inc., by deed of record in Book 7542, Page 128, Register's Office of Davidson County, Tennessee.