This instrument prepared by:
Christopher Peckham
Akin, Gump, Strauss, Hauer & Feld, LLP
1700 Pacific Avenue, Suite 4100
Dallas, Texas 75201

Map 160
Parcel 210

GENERAL WARRANTY DEED

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF DAVIDSON §

IHC Realty Partnership, L.P., a Delaware limited partnership (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 Dollars ($10.00) and other good and valuable consideration in hand paid by HHP-Brentwood, L.L.C. a Delaware limited liability company (hereinafter called "Grantee"), whose mailing address is c/o Burrus Investment Group, 401 Veterans Boulevard, Metairie, Louisiana, 70005, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto Grantee all of Grantor's rights, titles, powers, privileges and interests in and to that certain real property situated in Davidson County, Tennessee, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), together with all improvements, structures and fixtures located thereon (collectively, the "Property").

For the same consideration, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, all interest of Grantor, if any, in and to all rights, titles, benefits, easements, privileges, remainders, tenements, hereditaments, interests, reversions and appurtenances to the Property thereunto belonging or in any way appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Grantor therein, in and to adjacent strips and gores, if any, between the Land and abutting properties, and in and to adjacent streets, highways, roads, alleys or rights-of-way, and the beds thereof, either at law or in equity, in possession or expectancy, now or hereafter acquired.

This conveyance is made and accepted subject only to (a) non-delinquent (as of the date hereof) standby fees, taxes and assessments by any taxing authority for the current year, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership related to Grantee's operations after the date hereof, which standby fees, taxes and assessments Grantee assumes and agrees to pay, (b) zoning laws and regulations and ordinances of municipal and other governmental authorities affecting the Property, and (c) the matters set forth on Exhibit B attached hereto and made a part hereof for all purposes (all of those items described in (a) through (c) above are hereinafter collectively referred to as the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, Grantee's heirs, executors, administrators, personal representatives, successors and assigns forever and subject to the Permitted Encumbrances, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's heirs, executors, administrators, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to the Permitted Encumbrances.

Davidson County DEEDWARR
Recvd: 06/05/01 16:13 10pgs
Fees:43.00 Taxes:37925.88
20010605-0058540

GRANTEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN A REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH IN THAT CERTAIN EXCHANGE AGREEMENT DATED AS OF MAY 24, 2001 BY AND AMONG GRANTOR AND CERTAIN AFFILIATES OF GRANTEE (THE "AGREEMENT") OR AS EXPRESSLY SET FORTH HEREIN, THE PROPERTY IS SOLD IN "AS IS" "WHERE IS" CONDITION AND WITHOUT WARRANTY, GUARANTY, OR REPRESENTATIONS BY GRANTOR AS TO THE CONDITION OF THE PROPERTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT OR HEREIN, GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTEE HEREBY EXPRESSLY WAIVES, ANY AND ALL WARRANTIES WHATSOEVER, EITHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, MADE BY ANY PERSON OR IMPLIED BY LAW WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES AS TO THE CONDITION OF THE PROPERTY OR ANY OF ITS COMPONENTS OR PARTS OR CONTENTS, ANY AND ALL WARRANTIES THAT THE PROPERTY OR ANY OF ITS COMPONENT PARTS ARE FREE FROM HIDDEN OR APPARENT DEFECTS OR DEFICIENCIES, ANY AND ALL WARRANTIES WITH RESPECT TO THE FITNESS OR SUITABILITY OF THE PROPERTY FOR GRANTEE'S BUSINESS OR ANY OTHER PARTICULAR OR GENERAL USE OR PURPOSE, AND ANY AND ALL WARRANTIES THAT THE PROPERTY COMPLIES WITH ANY APPLICABLE LAWS. GRANTEE EXPRESSLY ACKNOWLEDGES THE FOREGOING AND WAIVES ANY RIGHT OR CAUSE OF ACTION THAT GRANTEE HAS OR MAY HAVE TO RESCIND OR DISSOLVE THE TRANSFER OF THE PROPERTY HEREBY OR TO DEMAND A REDUCTION IN THE PURCHASE PRICE OR OTHER CONSIDERATION BASED UPON THE EXISTENCE OF ANY LATENT DEFECTS OR DEFICIENCIES IN ANY IMPROVEMENTS OR ANY OF THE COMPONENTS THEREOF, OR BASED UPON THE UNSUITABILITY OF THE PROPERTY OR ANY OF ITS COMPONENTS OR PARTS FOR GRANTEE'S INTENDED USE OR ANY OTHER USE, OR BASED UPON ANY EVICTION OF GRANTEE, IN WHOLE OR IN PART, OR BASED UPON ANY OTHER CLAIMED BREACH OF WARRANTY OR OTHER MATTER WHATSOEVER (OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT OR HEREIN), SAID TRANSFER BEING OTHERWISE ENTIRELY AT GRANTEE'S SOLE PERIL AND RISK. GRANTOR AND GRANTEE JOINTLY ACKNOWLEDGE AND AGREE THAT THE FOREGOING WAIVERS AND DISCLAIMERS ARE OF THE ESSENCE OF THIS TRANSACTION AND THE SAME WOULD NOT OTHERWISE HAVE BEEN ENTERED INTO OR CONSUMMATED WITHOUT THEM.

1 EXECUTED this 24th day of May, 2001, to be effective for all purposes as of the 1 day of June, 2001.

GRANTOR:

IHC Realty Partnership, L.P., a Delaware limited partnership

By: IHC Realty Corporation, its general partner

By: [signature]
Name: JOHN P. BOHLMANN
Title: V.P.

STATE OF LOUISIANA §
§
COUNTY OF ORLEANS §

BEFORE ME, the undersigned authority, on this day personally appeared John P. Bohlmann Vice President of IHC Realty Corporation, general partner of IHC Realty Partnership, L.P., a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation and limited partnership. The actual consideration or value, whichever is greater, for this transfer is $ 10,250,237.00.

GIVEN UNDER MY HAND AND SEAL OF OFFICE and subscribed and sworn to before me this the 24th day of May, 2001.

[signature]
Notary Public in and for the State of Louisiana

My Commission Expires:

At death

Alvin Charles Miester, III
Notary's Printed Name

After recording this documents should be returned to:

Chicago Title Insurance Company
14607 San Pedro, Suite 175
San Antonio, Texas 78232
Attention: Ms. Carol Perry

Send tax bills to:

HHP-Brentwood, LLC
c/o Burrus Investment Group
401 Veterans Boulevard
Metairie, Louisiana 70005

STATE OF LOUISIANA §
§
COUNTY OF ORLEANS §

The actual consideration or value whichever is greater, for this transfer is $ 10,250,237.00.

Affiant Jas VP of IHC REALTY CORPORATION

Subscribed and sworn to before me, this the 24th day of May, 2001.

Notary Public, State of ~~Colorado~~ Louisiana

My Commission Expires:

At death

012665.0243 DALLAS 470869 v1

LEGAL DESCRIPTION
BRENTWOOD, TN



BEING a parcel of land in Nashville First Civil District, Davidson County, Tennessee, located in the northwesterly quadrant of the intersection of Old Hickory Boulevard and Brentwood Commons Way, being Lot No. 2, as shown on the revised plan of Brentwood Commons, as recorded in Plat Book 6900, page 328, Register's Office for Davidson County, Tennessee and as amended by Plat Book 7604, page 644, said Register's Office, being more particularly described as follows:

BEGINNING at a concrete monument in the northerly margin of Old Hickory Boulevard, said monument being North 85° 58' West, 479.20 feet from the center line of Brentwood Commons Way;

THENCE, leaving said margin with the easterly line of property conveyed to Nashville Lodge No. 72 by deed of record in Book 4498, page 118, Register's Office for Davidson County, Tennessee, North 03° 54' 34" East, 365.00 feet to an iron pin;

THENCE, leaving said line North 48° 54' 34" East, 222.49 feet to an iron pin in the westerly margin of Brentwood Commons Way;

THENCE, with said margin the following calls:

WITH a curve to the left 37.60 feet to an iron pin, said curve having a central angle of 07° 50' 04", a radius of 275.00 feet, a tangent of 18.83 feet and a chord of South 52° 02' 55" East, 37.57 feet;

SOUTH 55° 57' 57" East, 88.72 feet to an iron pin;

WITH a curve to the right 376.99 feet to an iron pin, said curve having a central angle of 60° 00' 00", a radius of 360.00 feet, a tangent of 207.85 feet and a chord of South 25° 57' 57" East, 360.00 feet;

SOUTH 04° 02' 03" West, 115.57 feet to an iron pin;

WITH a curve to the right 47.12 feet to an iron pin in the northerly margin of Old Hickory Boulevard, said curve having a central angle of 90° 00' 00", a radius of 30.00 feet, a tangent of 30.00 feet and a chord of South 49 degrees 02' 03" West, 42.43 feet.

THENCE, with said northerly margin North 85° 57' 57" West, 414.20 feet to the point of beginning.

TRACT II (ACCESS EASEMENT):
Brentwood Commons Way

BEING an easement of record in Book 7263, page 323, in the Register's Office for Davidson County in Nashville, Tennessee, First Civil District, Thirty-Second Councilmanic District, Davidson County, Tennessee, located on the northerly side of Old Hickory Boulevard (State

Route 254) (a publicly dedicated right-of-way) East of Interstate 65 and Franklin Pike Circle, being shown as Brentwood Commons Way on the Revised Plan of Brentwood Commons of record in Book 5900, page 328, Register's Office for Davidson County, Tennessee, as amended in Book 7604, page 644, said Register's Office, and being more particularly described as follows:

BEGINNING at a point in the northerly margin of Old Hickory Boulevard, said point being the west end radius return located in the southeast corner of Lot No. 2 at the northwest intersection of said Old Hickory Boulevard and Brentwood Commons Way and further described as being South 85° 57' 57" East, 414.20 feet from a concrete monument, the southeast corner of the property conveyed to Nashville Lodge No. 72, of record in Book 4498, page 118, Register's Office for Davidson County, Tennessee;

THENCE, leaving said margin of Old Hickory Boulevard with the common line between Brentwood Commons Way and Lot No. 2, with a curve to the left 47.12 feet to an iron pin, said curve having a central angle of 90° 00' 00" a radius of 30.00 feet, a tangent distance of 30.00 feet and a chord of North 49° 02' 03" East, 42.43 feet to an iron pin;

THENCE, North 04° 02' 03" East, 115.57 feet to an iron pin;

THENCE, with a curve to the left 376.99 feet to an iron pin, said curve having a central angle of 60° 00' 00", a radius of 360.00 feet, a tangent distance of 207.85 feet and a chord of North 25° 57' 57" West, 360.00 feet;

THENCE, North 55° 57' 57" West, 88.72 feet to an iron pin;

THENCE, with a curve to the right 37.60 feet to the northeast corner to said Lot No. 2, the terminus of the herein described easement, said curve having a central angle of 07° 50' 04", a radius of 275.00 feet, a tangent distance of 18.83 feet and a chord of North 52° 02' 55" West, 37.57 feet;

THENCE, leaving said Lot No. 2 with the terminus of the herein described easement (Brentwood Commons Way) North 48° 54' 34" East, 60.59 feet to the easterly line of said easement;
THENCE, with a curve to the left 21.97 feet to an iron pin, said curve having a central angle of 05° 51' 00", a radius of 215.00 feet, a tangent of 11.00 feet and a chord of South 53° 02' 00" East, 21.95 feet;

THENCE, South 55° 57' 57" East, 88.72 feet to an iron pin;

THENCE, with an offset North 34° 02' 00" East, 10.00 feet to the westernmost corner of Lot No. 1 shown on said referenced plat;

LEGAL DESCRIPTION
BRENTWOOD, TN
(continued)

THENCE, with the common line between Brentwood Commons Way and said Lot No. 1, with a curve to the right 450.30 feet to an iron pin, said curve having a central angle of 60° 00' 00", a radius of 430.00 feet, a tangent distance of 248.26 feet and a chord of South 25° 57' 57" East, 430.00 feet;

THENCE, South 04° 02' 03" West, 115.57 feet to an iron pin;

THENCE, with a curve to the left 47.12 feet to the northerly margin of Old Hickory Boulevard, said curve having a central angle of 90° 00' 00", a radius of 30.00 feet, a tangent distance of 30.00 feet, and a chord of South 49° 57' 57" East, 42.43 feet;

THENCE, with said margin North 85° 57' 57" West, 130.00 feet to the point of beginning.

Being the same property conveyed to IHC/Brentwood Partnership, L.P., a Delaware limited partnership by deeds as follows: from DREAD PROPERTIES, LTD, a Texas limited partnership of record in Book 10118, page 739, Register's Office for Davidson County, Tennessee; from FIRST ZEPHYR, LTD., a Texas limited partnership of record in Book 10118, page 749, said Register's Office; and from Brentwood Hotel Partners, L.P., a Delaware limited partnership of record in Book 10118, page 759, said Register's Office.

Exhibit B to General Warranty Deed

Permitted Exceptions

Permitted Title Exceptions

HOTEL	PERMITTED EXCEPTIONS
Holiday Inn Brentwood, Brentwood, Tennessee	1. Taxes and assessments for the year 2001 and subsequent years, not yet due and payable. 2. Agreement for Dedication of Easement(s) as set forth in Instrument recorded in Book 7855, page 131, Register's Office for Davidson County, Tennessee, as shown on a survey of Crawford Land Surveyors, P.C., File No. 01062(E), dated April 5, 2001, last revised May 23, 2001 (the "Brentwood Survey"). 3. Covenants and Restrictions are contained in Book 7263, page 315, Register's Office for Davidson County, Tennessee. 4. Easement Agreement given to H. I. Brentwood Associated, Ltd., as set forth in instrument recorded in Book 7263, page 323, Register's Office for Davidson County, Tennessee, as shown on the Brentwood Survey. 5. Subject to the rights of others in and to the use of Tract II, as shown on the Brentwood Survey, being Brentwood Commons Way pursuant to the terms of Easement Agreement by and between Laing Properties, Inc., Grantor, and H. I. Brentwood Associates, Grantee, dated June 3, 1987, of record in Book 7263, page 323, Register's Office for Davidson County, Tennessee and rights-of-way dedicated pursuant to the plan of record in Book 6900, page 328, Register's Office for Davidson County, Tennessee, as amended in Book 7604, page 644, and as further dedicated in plan of record in Plat Book 9700, pages 258 and 259, Register's Office for Davidson County, Tennessee, as shown on the Brentwood Survey. 6. Rights of others in Easement(s) Agreement, as set forth in instrument recorded in Book 8167, page 251, Register's Office for Davidson County, Tennessee, as partially shown on the Brentwood Survey. 7. Declaration of Protective Covenants and Owners Association for Brentwood Commons Office Park of record in Book 7619, page 198, Register's Office for Davidson County, Tennessee. 8. The following matters shown on Plat entitled Revision Brentwood Commons of record in Plat Book 6900, page 329, as amended in Book 7604, page 644, Register's Office for Davidson County, Tennessee: Tract I and Tract II being contiguous and Tract I having access drive from Old Hickory Boulevard entering near southwest corner of property, and 8' x 15' utility anchor easement also near southwest corner; 20' sanitary sewer easement crosses southerly portion of Tract II, to easterly line of Tract I. 9. The following matters shown on Plat entitled 3rd Revision Brentwood Commons of record in Plat Book 9700, pages 258 and 259, Register's Office for Davidson County, Tennessee: circular expansion of northerly terminus of Brentwood Commons Way, as shown on the Brentwood Survey. (Affects Tract II only) 10. Rights of tenants in possession as tenants only under the following unrecorded leases: a) ATM Site Location Agreement by and between Holiday Inn Brentwood, as landlord, and Dalton's ATM, as tenant, dated February 29, 2000; and b) Lease by and between Holiday Inn Brentwood, as landlord, and Thrifty Car Rental, as tenant. 11. The following items shown on the Brentwood Survey: 60' minimum building setback line on westerly side of Tract I; 15' minimum building setback line on all other sides of Tract I, 3' x 15' utility anchor easement at southwest corner of Tract I, 25' landscape easement on

	northerly and easterly portion of Tract I; 20' waterline easement along westerly and southerly line of Tract II; 20' drainage easement crossing northerly portion of Tract II; 20' sewer line crossing southerly portion of Tract II to Tract I property line; and sanitary sewer line and storm sewer lines crossing portions of both Tract I and Tract II.