Box 49
52479

TO: Tennessee Oakmont, L.L.C.

FROM: Patriot American Hospitality Partnership, L.P.

THIS INSTRUMENT PREPARED BY:
C. Mark Carver, Esq.
Sherrard & Roe, PLC
424 Church Street, Suite 2000
Nashville, TN 37219

Address New Owner(s) as Follows:

Tennessee Oakmont, L.L.C.
c/o Oaktree Capital Management, LLC
1301 Avenue of the Americas, 34th Floor
New York, New York 10019

Send Tax Bills To: Same

Map/Parcel Numbers

Map 93-5, Parcel 185

STATE OF TEXAS)
COUNTY OF DALLAS)

The actual consideration for this transfer is $ 8,400,000.

Judy Hendrick
Affiant

Sworn to and subscribed before me, this 6th day of November, 2002.

LORNA M. KERN NOTARY PUBLIC STATE OF TEXAS

Lorna M. Kern
Notary Public

My Commission Expires: 7-20-06

SPECIAL WARRANTY DEED

STATE OF Texas §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF Dallas §

THAT PATRIOT AMERICAN HOSPITALITY PARTNERSHIP, L.P., a Virginia 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 TENNESSEE OAKMONT, L.L.C., a Delaware limited liability company (hereinafter called "Grantee"), whose mailing address is c/o Oaktree Capital Management, LLC, 1301 Avenue of the Americas, 34th Floor, New York, New York 10019, 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

Davidson County DEEDWARR
Recvd: 11/11/02 12:12 6pgs
Fees:33.00 Taxes:31080.00
20021111-0138882

(the "Land"), together with all rights, titles, benefits, easements, privileges, remainders, tenements, hereditaments, interests, reversions and appurtenances 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 (except to the extent, if any, that such easements, or such strips or gores or such streets, highways, roads, alleys or rights-of-way abut or provide access to or benefit other properties owned by Grantor), either at law or in equity, in possession or expectancy, now or hereafter acquired (all of the above-described properties together with the Land are hereinafter collectively referred to as the "Property").

This conveyance is made and accepted subject and subordinate to (a) 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, 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, by, through or under Grantor, but not otherwise, subject, however, to the Permitted Encumbrances.

EXCEPT FOR THE WARRANTY OF TITLE CONTAINED HEREIN AND EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES CONTAINED IN THAT CERTAIN AGREEMENT OF PURCHASE AND SALE DATED MARCH 27, 2002 BY AND BETWEEN GRANTOR AND GRANTEE FOR THE PURCHASE AND SALE OF THE PROPERTY, AS AMENDED BY FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE DATED MAY 23, 2002, SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE DATED JUNE 27, 2002, THIRD AMENDMENT TO AGREEMENT OF PURCHASE AND SALE DATED JULY 29, 2002, FOURTH AMENDMENT TO AGREEMENT OF PURCHASE AND SALE DATED SEPTEMBER 4, 2002 AND REINSTATEMENT OF AND FIFTH AMENDMENT TO AGREEMENT OF PURCHASE AND SALE DATED OCTOBER 10, 2002 (AS AMENDED, THE "AGREEMENT") SOLELY FOR WHICH PURCHASER MAY MAINTAIN AN ACTION FOR BREACH SUBJECT TO THE TERMS OF THE AGREEMENT BUT ONLY TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES SURVIVE THE AGREEMENT AS PROVIDED THEREIN, THE PROPERTY IS HEREBY CONVEYED ON AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" BASIS AND NEITHER GRANTOR, NOR ANY AGENT OR REPRESENTATIVE OF GRANTOR, HAS MADE, NOR IS GRANTOR LIABLE FOR OR BOUND IN ANY MANNER BY ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES,

STATEMENTS, INDUCEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR ANY PART THEREOF, THE PHYSICAL CONDITION, ENVIRONMENTAL CONDITION, INCOME, EXPENSES OR OPERATION THEREOF, THE USES WHICH CAN BE MADE OF THE SAME OR ANY OTHER MATTER OR THING WITH RESPECT THERETO, INCLUDING ANY EXISTING OR PROSPECTIVE LEASES. WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE PROVIDED HEREIN OR THE AGREEMENT SOLELY FOR WHICH PURCHASER MAY MAINTAIN AN ACTION FOR BREACH SUBJECT TO THE TERMS OF THE AGREEMENT BUT ONLY TO THE EXTENT SAME SURVIVE THE AGREEMENT AS PROVIDED THEREIN, GRANTOR SHALL NOT BE LIABLE FOR OR BE BOUND BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR FINANCIAL STATEMENTS PERTAINING TO THE OPERATION OF THE PROPERTY, OR ANY OTHER INFORMATION RESPECTING THE PROPERTY FURNISHED BY GRANTOR OR ANY EMPLOYEE, AGENT, CONSULTANT OR OTHER PERSON REPRESENTING OR PURPORTEDLY REPRESENTING GRANTOR. WITHOUT LIMITING THE FOREGOING, EXCEPT AS PROVIDED HEREIN OR IN THE AGREEMENT SOLELY FOR WHICH PURCHASER MAY MAINTAIN AN ACTION FOR BREACH SUBJECT TO THE TERMS OF THE AGREEMENT BUT ONLY TO THE EXTENT SAME SURVIVE THE AGREEMENT AS PROVIDED THEREIN, THE PROPERTY IS SOLD IN AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" CONDITION WITH RESPECT TO THE STRUCTURAL AND MECHANICAL ELEMENTS OF THE PROPERTY, THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY, THE FIRE-LIFE SAFETY SYSTEMS AND THE FURNITURE, FIXTURES AND EQUIPMENT LOCATED THEREON OR ATTACHED THERETO, ALL OF WHICH GRANTEE AND ITS CONSULTANTS SHALL HAVE INSPECTED AND EITHER APPROVED OR WAIVED OBJECTION TO ON OR PRIOR TO DATE HEREOF. BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES TO THE FOREGOING AND REPRESENTS THAT, AS OF THE DATE HEREOF, IT SHALL HAVE INDEPENDENTLY INVESTIGATED, ANALYZED AND APPRAISED TO ITS SATISFACTION THE VALUE AND THE PROFITABILITY OF THE PROPERTY.

(Remainder of Page Intentionally Left Blank)

EXECUTED this 7th day of Nov., 2002, to be effective for all purposes as of the 7th day of Nov., 2002.

GRANTOR:

PATRIOT AMERICAN HOSPITALITY PARTNERSHIP, L.P., a Virginia limited partnership

By: PAH GP, Inc., a Delaware corporation, its general partner

By: Judy Hendrick
Name: Judy Hendrick
Title: V.P.

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Judy Hendrick Vice President of PAH GP, Inc., a Delaware corporation, general partner of Patriot American Hospitality Partnership, L.P., a Virginia 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of November 2002.

LORNA M. KERN NOTARY PUBLIC

Lorna Kern
Notary Public in and for the State of TEXAS

My Commission Expires:

7-20-06

LORNA KERN
Notary's Printed Name

After recording this document should be returned to:

LandAmerica Financial Group, Inc.
7557 Rambler Road, Suite 1200
Dallas, Texas 75231
Attn.: John Pettiette, Esq.

Exhibit A to Special Warranty Deed

Description of Land

TRACT 1 (Fee interest):

Being a parcel of land in Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, located in the northeast quadrant of the intersection of Broadway and Tenth Avenue North, and being more particularly described as follows:

BEGINNING at the point of intersection of the northerly right-of-way line of Broadway and the easterly right-of-way line of Tenth Avenue North;

THENCE, with said right-of-way line of Tenth Avenue North, 27 deg. 15' 40" W. 325.78 feet to a point;

THENCE, leaving said right-of-way line with the southerly line of property conveyed to the Sunday School Board of the Southern Baptist Convention of record in Book 2494, page 145 and Book 2499, page 616, R.O.D.C., N 62 deg. 27' 10" E. 185.89 feet to a point in the westerly line of property conveyed to the Executive Committee of the Southern Baptist Convention by deed of record in Book 6143, page 936, R.O.D.C.;

THENCE, with said westerly line and the westerly line of property conveyed to Christ Episcopal Church Wardens by deed of record in Book 10292, page 939, R.O.D.C., S 27 deg. 13' 03" E. 115.17 feet to a point;

THENCE, leaving said Christ Episcopal Church Wardens line with the northerly line of property conveyed to Sudekum, L.P. by deed of record in Book 10741, page 162, R.O.D.C., S 62 deg. 25' 00" W. 75.00 feet;

THENCE, with Sudekum, L.P. westerly line S 27 deg. 27' 02" E. 210.50 feet to the northerly right-of-way line of Broadway;

THENCE, with said right-of-way line of Broadway, S 62 deg. 25' 30" W. 111.50 feet to the Point of Beginning.

Containing 44,811 square feet or 1.01 acres, more or less.

Being the same property conveyed to Patriot American Hospitality Partnership, L.P., a Virginia Limited Partnership, by Deed of Quitclaim Record in Instrument No. 20020226-0024394, Register's Office for Davison County, Tennessee.

Exhibit B to Special Warranty Deed

Permitted Exceptions

Easements retained in Ordinance No. BL2001-725.