Box 49
54867

This document was prepared by:

Alex C. Oliver, Esq.
Haynes and Boone, LLP
901 Main Street, Suite 3100
Dallas, Texas 75202-3789

Address of New Owner/ Send Tax Bills To: Apple Hospitality Five, Inc.
110 South Third Street
Richmond, Virginia 23219

After recording, mail to:

Sonia Hernandez
LandAmerica
7557 Rambler Road, Suite 1200
Dallas, TX 75231 03-094033

Map & Parcel Nos: Map 95-11
Parcel 199

Davidson County DEEDWARR
Recvd: 07/02/03 14:28 5pgs
Fees:28.00 Taxes:22139.32
20030702-0091707

**SPECIAL WARRANTY DEED**
(*Residence Inn By Marriott, Nashville, Tennessee*)

WBL II REAL ESTATE LIMITED PARTNERSHIP, 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 Apple Hospitality Five, Inc., a Virginia corporation (hereinafter called "Grantee"), 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 that certain improved real property situated in Davidson County, State of Tennessee and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with all buildings and improvements located thereon (collectively, the "Property"), and all rights, titles and interests of Grantor appurtenant thereto, subject, however, to the matters set forth on Exhibit B attached hereto and made a part hereof for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee and Grantee's successors and assigns forever and subject to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its 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.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

IN WITNESS WHEREOF, Grantor has executed this Deed this 20 day of June, 2003.

**GRANTOR:**

WBL II REAL ESTATE LIMITED PARTNERSHIP,
a Delaware limited partnership

By: WBL II Gen-Par, LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: Steven Reynolds
Title: AVP

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared Steven Reynolds with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged him/~~herself~~ to be the Assistant Vice President of WBL II Gen-Par, LLC, a Delaware limited liability company, the general partner of WBL II Real Estate Limited Partnership, a Delaware limited partnership, the within named grantor, and that Steven Reynolds, as such Assistant Vice President of WBL II Gen-Par, LLC, a Delaware limited liability company, the general partner, executed the foregoing instrument for the purpose therein contained by signing the name of WBL II Gen-Par, LLC, a Delaware limited liability company, the general partner by him/herself as Assistant Vice President of such limited liability company, the general partner.

WITNESS my hand and official seal at Dallas, Texas, this 20 day of June, 2003.

LEE ANN JACKSON
Notary Public
State of Texas
My Commission Expires
April 22, 2006

_____
Notary Signature

Lee Ann Jackson
Notary Printed Name

My Commission Expires: 4-22-06

(PERSONALIZED SEAL)

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The actual consideration or value, whichever is greater, for this transfer is $8,800,000.00.

**AFFIANT:**

WBL II REAL ESTATE LIMITED PARTNERSHIP,
a Delaware limited partnership

By: WBL II Gen-Par, LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: _____
Title: AVP

Subscribed and sworn to before me this the 20 day of June, 2003.

LEE ANN JACKSON
Notary Public
State of Texas
My Commission Expires
April 22, 2006

_____
Notary Public
My Commission Expires: 4.22.06

Mail subsequent tax bills to:
Apple Hospitality Five, Inc.
10 South Third Street
Richmond, Virginia 23219

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration of value, whichever is greater, for this transfer is ~~$5,893,600.00.~~ 5,983,600.00

AFFIANT: _____
Stuart Jones

Subscribed and Sworn to before me, this 30 day of June, 2003.

LINDA PRITCHETT
NOTARY PUBLIC
AT LARGE
DAVIDSON COUNTY, TN

_____
Notary Public

Commission Expires: My Commission Expires Nov. 26, 2005

**EXHIBIT A**

Property

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Atrium Way, Phase One, as shown on plat of record in Plat Book 6250, page 84, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to WBL II Real Estate Limited Partnership, a Delaware limited partnership, by Substitute Trustee's Quitclaim Deed in deed book 11536, page 808, Register's Office for Davidson County, Tennessee.

The street address of the property is 2300 Elm Hill Pike, Nashville, Tennessee 37214 (also known as 2300 Atrium Way, Nashville, Tennessee).

## EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2003 and subsequent years, a lien, which are not yet due and payable. Tax Parcel No. 95-11-199.

2. Easement(s) to Metropolitan Government of Nashville and Davidson County, Tennessee, as set forth in instrument recorded in Book 4260, Page 10.

3. Easement(s) to Metropolitan Government of Nashville and Davidson County, Tennessee, as set forth in instrument recorded in Book 4427, Page 915, as shown on Plat recorded in Book 6250, Page 371.

4. All matters shown on Plat recorded in Book 6250, page 84.

5. Survey Number SS30042.DWG__4, dated May 7, 2003, as revised June 18, 2003, prepared by U.S. Surveyor, Surveyors, indicates the following: (a) Power pole, power line and guy wire in southwest corner; (b) The Rental Office Building sits on top of a 15' Storm Drainage Easement; (c) The Rental Office Building encroaches onto a 30' sanitary sewer easement; (d) The building in the southeast corner encroaches onto a 30' sanitary sewer easement; (e) The three buildings in the southerly portion of the property are within a 50' Drainage Easement; (f) The middle building in the northerly portion of the property sits on top of a 20' sanitary sewer easement. All as more particularly shown on said survey.

6. The terms and provisions of that certain written but unrecorded Management Agreement dated November 12, 1999 by and between Residence Inn By Marriott, Inc., as Manager, and WBL II Real Estate Limited Partnership, as Owner; as assigned to Grantee pursuant to that certain written but unrecorded Consent, Assignment and Assumption of Management Agreement dated of or about even date herewith; and as amended and restated by that certain Amended and Restated Management Agreement dated as of or about even date herewith by and between Grantee, Apple Hospitality Five Management, Inc. and Residence Inn By Marriott, Inc.