Davidson County DEEDWARR
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Fees:48.00 Taxes:8825.43
20051007-0121392

EXECUTION COPY

OWNER/RESPONSIBLE TAXPAYER:

H & W Properties, LLC
1006 Trammell Street
Dalton, GA 30720

Map and Parcel:
134-10-0-001.00

THIS INSTRUMENT PREPARED BY AND ONCE RECORDED RETURN (MAIL) TO:

Ruth E. Isaac, Esq.
KUTAK ROCK LLP
Suite 2100
225 Peachtree Street, NE
Atlanta, GA 30303-1731

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is made as of this 7th day of October, 2005, between **HARDING LODGE, L.P.**, a Georgia limited partnership, as party of the first part (hereinafter referred to as "Grantor"), and **H & W PROPERTIES, LLC,** a Georgia limited liability company, as party of the second part (hereinafter referred to as the "Grantee").

WITNESSETH THAT: Grantor, for and in consideration of the sum of TEN and NO/100ths DOLLARS ($10.00), in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, its successors, successors-in-title and assigns, that certain tract or parcel of land lying and being in Nashville, Davidson County, Tennessee and being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anyway appertaining, to the only proper use, benefit and behoof of Grantee, its successors, successors-in-title and assigns, forever in FEE SIMPLE.

[Remainder of page left blank intentionally]

AND THE SAID GRANTOR, for itself and for successors, successors-in-title and assigns, does hereby agree to warrant and forever defend the right and title to the above-described property unto Grantee, its successors, successors-in-title and assigns, against the claims of all persons owning, holding or claiming by, through or under Grantor.

This conveyance, and all warranties contained herein, is made subject to the matters described on Exhibit B attached hereto and made a part hereof.

[Remainder of page left blank intentionally]

[Signature page to Limited Warranty Deed]

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be executed the day and year first above written.

GRANTOR:

HARDING LODGE, L.P., a Georgia limited partnership

By ORI LODGING, INC., a Georgia corporation (as General Partner)

By _____
Albert L. Scott, Jr.
President

[Signatures continued on following page]

[Signature page to Limited Warranty Deed]

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ALBERT L. SCOTT, JR., 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 duly authorized President of ORI Lodging, Inc., a Georgia corporation, which is the General Partner of Harding Lodge, L.P., a Georgia limited partnership, the within named bargainor, and that he as such officer of the within named bargainor, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partner for the bargainor by himself as its President.

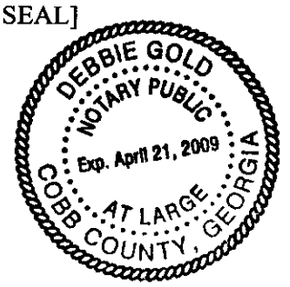
Witness my hand and official seal of office this the 5th day of October, 2005.

Debbie Gold
Notary Public

My Commission Expires:

April 21, 2009

[NOTARIAL SEAL]



I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $2,305,250.00.

Affiant Mandy K. Owle

Subscribed and sworn to before me, this 7th day of Oct., 2005.

[NOTARY SEAL]

JO ANN SMITH
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 29, 2006

Jo Ann Smith
Notary Public
Typed Name: Jo Ann Smith
My Commission Expires 7-29-06

EXHIBIT A

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, described as follows:

TRACT 1:

Lot No. 3 set forth on Plat of Taco Bell Subdivision Two as recorded in Plat Book 7900, page 448, in the Office of the Register of Davidson County, Tennessee, said parcel being part of Lot No. 3 of Oak Brook Square, Nashville, Tennessee, as recorded in Plat Book 6250, page 713, in the Office of the Register aforesaid.

Together with appurtenant easements as follows:

A. A non-exclusive sign easement, to wit:

To find the point of beginning commence at the intersection of the southwesterly right-of-way of Antioch Pike having a 50-foot right-of-way and the northerly right-of-way of Harding Place having a 100-foot right-of-way if both rights-of-way were extended to form an angle instead of a mitter; thence South 62 deg. 17 min. 36 sec. West 41.94 feet to an iron pin found; thence along the northerly right-of-way of Harding Place South 62 deg. 17 min. 32 sec. West 185.70 feet to an iron pin set; thence following the curvature thereof to the right 279.01 feet to a point and the point of beginning, said curvature having a radius of 1,095.68 feet and a chord bearing and distance of South 69 deg. 35 min. 18 sec. 278.25 feet; thence continuing along the northerly right-of-way of Harding Place following a curve to the right 10.00 feet to an iron pin set, said curve having a radius of 1,095.68 feet and chord bearing and distance of South 77 deg. 08 min. 41 sec. West 10.00 feet; thence leaving the northerly right-of-way of Harding Place North 06 deg. 44 min. 59 sec. West 10.00 feet; thence North 77 deg. 08 min. 41 sec. East 10.00 feet; thence South 06 deg. 44 min. 59 sec. East 10.00 feet thence along the northerly right-of-way of Harding Place in a westerly direction to the point of beginning containing 0.0002 acres, more or less.

B. A non-exclusive ingress/egress easement (the "Ingress/Egress Easement"), to wit:

To find the point of beginning commence at the intersection of the southwesterly right-of-way of Antioch Pike having a 50-foot right-of-way and the northerly right-of-way of Harding Place having a 100-foot right-of-way if both rights-of-way were extended to form an angle instead of a mitter; thence North 32 deg. 56 min. 34 sec. West 47.61 feet to an iron pin set on the southwesterly right-of-way of Antioch Pike, thence along the Southwesterly right-of-way of Antioch Pike North 32 deg. 56 min. 34 sec. West 419.07 feet to the point of beginning; thence South 57 deg. 03 min. 27 sec. West, 204.29 feet to a point; thence following the arc of a curve to the left 40.68 feet to a point, said curvature having a chord bearing and distance of South 18 deg. 12 min. 29 sec. West, 37.64 feet and having a radius of 30.00 feet; thence South 20 deg. 38 min. 28 sec. East, 197.34 feet to a point; thence South 62 deg. 17 min. 35 sec. West 30.23 feet to a point; thence North 20 deg. 38 min. 28 sec. West, 201.06 to a point; thence following the arc of a curve to the right 81.37 feet to a point, said curvature having a chord bearing and distance of North 18 deg. 12 min. 29 sec. East, 75.27 feet and having a radius of 60.00 feet; thence North 57 deg. 03 min. 27 sec. East, 204.29 feet to a point on the southwesterly right-of-way of Antioch Pike; thence along the southwesterly right-of-way of Antioch Pike South 32 deg. 56 min. 34 sec. East 30.00 feet to the point of beginning containing 0.32 acres.

Being the same property conveyed to Harding Lodge, L.P., by deed of record in Book 10242, page 606, said Register's Office.

TRACT 2:

The leasehold estate created by the Ground Lease dated July 24, 1996, executed by and between Ezell Children's Trust, Nathaniel P. Harris, Jr., Trustee, Lessor, Omnicorp Resources, Inc., Lessee, and Treetop Enterprises, Inc. of record in Book 10136, page 735, said Register's Office, the lessee's interest thereunder having been assigned to Harding Lodge, L.P., a Georgia limited partnership, by Assignment of Ground Lease of record in Book 10242, pages 612 and 615, said Register's Office, affecting land described as follows:

Lot No. 4 on the resubdivision of Lot No. 4 of the Taco Bell Subdivision Two as recorded in Plat Book 8250, page 301, in the Office of the Register aforesaid excluding, however, the land affected by the Ingress/Egress Easement.

Being part of the same property conveyed to Ezell Children's Trust, Nathaniel P. Harris, Jr., Trustee, of record in Book 9988, page 304, said Register's Office.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Facts which would be disclosed by a comprehensive survey of the premises described herein.

2. General or special taxes and assessments required to be paid in the year 2005 and subsequent years.

3. Deed of Trust executed by Ezell Children's Trust, trustor to Cynthia N. Sellers, Trustee, of record in Book 10138, page 899, said Register's Office, to secure to SunTrust Bank, Nashville, National Association, an indebtedness in the amount of $ 250,000.00, and any other sums which may be and become payable under the terms thereof, including, but not limited to, principal interest and service fee. (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby.) (Tract 2)

4. Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by Nathaniel P. Harris, Jr., as trustee for Ezell Children's Trust (U/T/A dated December 30, 1976), trustor to Cynthia N. Sellers, Trustee, of record as Instrument No. 200006280064177, said Register's Office, to secure to SunTrust Bank, Nashville, National Association, an indebtedness in the amount of $ 8,000,000.00, and any other sums which may be and become payable under the terms thereof, including, but not limited to, principal interest and service fee. (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby.) (Tract 2)

5. Matters shown on the Plat of record in Book 7900, page (s) 448, said Register's Office. (Tract 1)

6. Storm Water Detention Agreement of record in Book 7682, page 744, said Register's Office. (Tract 1)

7. Storm Water Detention Agreement of record in Book 7682, page 750, said Register's Office. (Tract 1)

8. Storm Water Detention Agreement of record in Book 8760, page 918, said Register's Office. (Tract 2)

9. Easements, including Sign Easement and Restrictive Covenants contained in deed of record in Book 8777, page 41, said Register's Office.

10. Matters shown on the Plan of record in Book 9700, page (s) 43, said Register's Office.

11. Restrictive Covenants contained in instrument of record in Book 9813, pages 842, 849 and 853, and Book 9169, page 173, said Register's Office.

12. Matters shown on the Plan of record in Book 8250, page (s) 301, said Register's Office. (Tract 2)

13. Memorandum of Lease by and between the Ezell Children's Trust (Lessor) and Waffle House, Inc. (Lessee) recorded in Book 10131, page 815, said Register's Office. (Tract 2)

14. Memorandum of Lease by and between Waffle House, Inc. (Lessor) and Treetop Enterprises, Inc. (Lessee) recorded in Book 10131, page 820, said Register's Office.

15. Subordination, Non-Disturbance and Attornment Agreement of record in Book 10374, page 394, said Register's Office.

16. Memorandum of PCS Site Agreement of record in Book 10147, page 555, as re-recorded in Book 10372, page 669, said Register's Office. (Tract 2)

17. Collateral Assignment of Rents and Leases of record in Book 10278, page 592, said Register's Office. (Tract 2)

18. Subordination, Non-Disturbance and Attornment Agreement of record in Book 10286, page 584, said Register's Office.

19. The terms, conditions and provisions of the Ground Lease of record in Book 10136, page 735, said Register's Office, and the Assignment of Ground Lease of record in Book 10242, pages 612 and 615, said Register's Office, and the effect of any failure to comply with such terms, conditions and provisions.

20. Reciprocal Easement Agreement of record in Book 9813, page 859, said Register's Office.