25104 318 Land America S. Jones

LIMITED WARRANTY DEED

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

That MUSIC CITY HOTEL, L.P., a Tennessee limited partnership ("Grantor"), for and in consideration of the sum of $10 and other good and valuable consideration to it in hand paid by each of the parties listed on Exhibit C attached hereto and made a part hereof for all purposes (collectively, "Grantees"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the Grantees, the undivided tenant in common interests listed next to each Grantee's name on Exhibit C in the property described on Exhibit A attached hereto together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) all minerals, oil, gas, and other hydrocarbon substances thereon, (vi) all air, riparian, development, utility, and solar rights related thereto, (vii) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property"). Notwithstanding anything contained herein to the contrary, however, with respect to the rights and interests described in (iv), (vii) and (viii) directly above, Grantor is hereby only granting, selling and conveying any of Grantor's right, title and interest in and to same without warranty (whether statutory, express or implied).

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantees, their successors and assigns, in fee simple forever, subject to the restrictions set forth hereinafter and the other matters described on Exhibit B attached hereto (collectively, the "Permitted Exceptions"). The said Grantor does hereby covenant with the said Grantees that it is lawfully seized in fee of the aforesaid Property; that it has a good right to sell and convey the same; that the same is unencumbered, except as set forth herein, and 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 the Grantor, but no further or otherwise.

Davidson County DEEDWARR
Recvd: 01/09/06 09:08 8 pgs
Fees:43.00 Taxes:112850.00
20060109-0002683

All ad valorem taxes and assessments for the Property for the year in which this Deed is executed have been prorated by the parties hereto and Grantees hereby expressly assume liability for the payment thereof. If such proration was based upon an estimate of such taxes and assessments for such year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for the Property for such year are available.

Tax map 92-16 parcels 202 and 203.

All correspondence to the Grantees, including as it relates to any tax bills, should be sent to:

c/o Moody National Companies
6363 Woodway, Suite 110
Houston, Texas 77057

[END OF TEXT]

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transaction is $ 30,500,000.

Affiant

Subscribed and sworn to before me this 19th day of December, 2005.

Notary Public
My Commission Expires: 3/22/08

PAMELA WALKER
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 22, 2008

This Instrument Prepared by:

Darren S. Inoff, Esq.
Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002

HOU:2518311.2

EXECUTED on the date of the acknowledgment set forth below to be EFFECTIVE for all purposes as of the ___ day of December, 2005.

MUSIC CITY HOTEL, L.P., a Tennessee limited partnership

By: West End Investors, LLC, its general partner

By:_____
Phillip H. McNeill, Sr., Chief Manager

THE STATE OF TENNESSEE §
§
COUNTY OF SHELBY §

The foregoing instrument was acknowledged before me this 7th day of December 2005 by Phillip H. McNeill, Sr., as Chief Manager of West End Investors, LLC, general partner of Music City Hotel, L.P. on behalf of said entities.

Connie L Breazeal

Notary Public

CONNIE S. BREAZEAL NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF SHELBY MY COMM. EXP. NOV. 30, 2008

Print Name: Connie S. Breazeal

Serial No. (if any): _____

Exhibit A to Limited Warranty Deed

LEGAL DESCRIPTION

All that certain piece, parcel, or tract of land situate, lying, and being located in the City of Nashville, Davidson County, State of Tennessee, containing 1.248 acres, as shown on a plat entitled "ALTA/ACSM Land Title Survey for Embassy Suites, 1811 Broadway", dated August 8, 2005, prepared by Barrett Surveying Group (R. Scott Barrett, PLS, TN Registration No. 2473) and according to said plat having the following metes and bounds to wit:

Beginning at an iron pin found 5/8" solid rod bent (Labeled as P.O.B.) located on the southeastern margin of Broadway (formerly known as Broad Street) approximately 98.17 feet from the intersection of Broadway (formerly known as Broad Street) and Nineteenth Avenue, also the common corner of N/F Stevens C.P. ETUX & Stephens W.B. ETUX property (DB 3872-75), thence running along the southeastern margin of Broadway (formerly Broad Street) N 46°05'22" E 249.83 feet to a hole found in concrete, located at the common corner of N/F Bristol on Broadway L.P. property (DB 20030313-33747) thence running along the common line of N/F Bristol on Broadway L.P. property S 27°00'26" E 174.96 feet to a building corner, the common corner of N/F Esprit Sound, Inc. property (DB 6546-915) thence running along the common line of N/F Esprit Sound, Inc. and N/F Richard C. & Patricia L. Giles property (DB 20021015-126882) S 56°05'50" W 103.76 feet to a point on wall, thence along the common line of N/F Richard C. & Patricia L. Giles property S 56°15'59" W 5.80 feet to a point, thence S 27°08'44" E 133.96 feet to an iron pin found 5/8" solid rod, located on the northwestern margin of Division Street, thence running along the northwestern margin of Division Street S 56°38'27" W 134.80 feet to a nail found, located at the common corner of N/F Stevens C.P. ETUX & Stephens W.B. ETUX property (DB 3872-75), thence running along the common line of N/F Stevens C.P. ETUX & Stephens W.B. ETUX property N 26°16'27" W 264.35 feet to an iron pin found 5/8"solid rod bent, the point of beginning.

Being the same property conveyed to Music City Hotel, L.P. by Deed of record in Book 11627, Page 90, Register's Office for Davidson County, Tennessee

Exhibit B to Limited Warranty Deed

PERMITTED EXCEPTIONS

NONE

Exhibit C to Limited Warranty Deed

GRANTEES

Grantees	Ownership Percentage
Moody National Nashville H, LLC	3.599%
Moody National Nashville S, LLC	8.141%
TIC Nashville 1, LLC	2.942%
TIC Nashville 2, LLC	2.942%
TIC Nashville 3, LLC	1.738%
TIC Nashville 4, LLC	2.000%
TIC Nashville 5, LLC	2.942%
TIC Nashville 6, LLC	2.822%
TIC Nashville 7, LLC	1.827%
TIC Nashville 8, LLC	3.534%
TIC Nashville 9, LLC	0.882%
TIC Nashville 10, LLC	4.945%
TIC Nashville 11, LLC	3.739%
TIC Nashville 12, LLC	2.116%
TIC Nashville 13, LLC	1.764%
TIC Nashville 14, LLC	4.444%
TIC Nashville 15, LLC	2.116%
TIC Nashville 16, LLC	1.000%
TIC Nashville 17, LLC	2.500%
TIC Nashville 18, LLC	3.527%
TIC Nashville 19, LLC	2.230%
TIC Nashville 20, LLC	3.527%
TIC Nashville 21, LLC	2.822%
TIC Nashville 22, LLC	4.938%
TIC Nashville 23, LLC	2.384%
TIC Nashville 24, LLC	1.623%
TIC Nashville 25, LLC	0.988%
TIC Nashville 26, LLC	3.450%
TIC Nashville 27, LLC	2.771%

TIC Nashville 28, LLC	2.469%
TIC Nashville 29, LLC	4.762%
TIC Nashville 30, LLC	2.942%
TIC Nashville 31, LLC	2.293%
TIC Nashville 32, LLC	2.399%
TIC Nashville 35, LLC	0.882%
Total	100%