Davidson County DEEDWARR
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Fees:48.00 Taxes:21052.59
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Prepared by under local supervision by: Sasan Mehrara, Esq. @ Simpson Thacher & Bartlett LLP
425 Lexington Ave., NY, NY 10017

Record & Return To: Rich King @ Title Associates
N05-2891 825 Third Avenue, 30th Floor, NY, NY 10022

Site #: 559/ Nashville, TN

Map 132-15
Parcel 57

Real property tax bills to be sent to:
Grantee

Instrument:
Limited Warranty Deed

Dated:
As of the earliest notary date, but effective as of 1/25/06

Grantor:
La Quinta Properties, Inc., a Delaware corporation, successor by merger to Meditrust Corporation, a Delaware corporation, successor by merger to La Quinta Inns, Inc., a Texas corporation, formerly known as La Quinta Motor Inns, Inc., a Texas corporation, c/o La Quinta Corporation, 909 Hidden Ridge - Suite 600, Irving, TX 75038

Grantee:
BRE/LQ Properties L.L.C., a Delaware limited liability company, c/o La Quinta Corporation, 909 Hidden Ridge - Suite 600, Irving, TX 75038

Nature of Instrument:
This Instrument is a conveyance from an entity to its wholly-owned subsidiary, and accordingly, there is no change in beneficial interest.

Witnesseth:
That the Grantor, in consideration of the sum of $1 (or as otherwise provided on Schedule of Consideration, if annexed) paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey, transfer, assign and warrant unto Grantee, its successors and assigns, all of its estate, right, title and interest in and to that certain plot, piece or parcel of land (together with the buildings and improvements thereon erected) described on Schedule A hereto (the "Premises").

Together with:
All right, title and interest (if any) of Grantor in and to any streets and roads abutting the Premises to the center line thereof, as well as any gaps, strips or gores on, around or within the Premises.

Together with:
All right, title and interest (if any) of Grantor in and to any hereditaments and appurtenances, and all of the estate and rights of Grantor.

To have and to hold:
The Premises herein conveyed unto the Grantee, its successors and assigns forever.

Warranty as to the Premises Conveyed Herein:
Grantor covenants with Grantee that (a) Grantor is lawfully seized of the fee simple title, (b) the fee simple title is free from all encumbrances, except those appearing in the existing Owner's Policy insuring the Grantor's fee simple title, (c) Grantor has a good right and lawful authority to sell and convey the fee simple title, (d) Grantor fully warrants the fee simple title to immediate Grantee only, and (e) Grantor will defend the fee simple title from all lawful claims of immediate Grantee only. The foregoing warranty is for the sole benefit of immediate Grantee only and shall not extend any successor grantee.

In witness whereof:
The undersigned, by its duly elected officer(s) and pursuant to proper authority of its board of directors, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

Grantor:
La Quinta Properties, Inc., a DE corporation

By: _____
Name: Alan Miyasaki
Title: Vice President

[Signature Page to Deed for Inn #559]

County of NY, State of NY:

Multi-State Corporate Acknowledgment:

On 1/25/06, before me, the undersigned officer, personally appeared Alan Miyasaki personally known and acknowledged himself to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of the foregoing executing entity (hereinafter, the "Entity") and that as such officer, being duly sworn, and being authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said Entity. Witness my hand and official seal.

If this instrument was executed in NY or CA and affects real property outside NY or CA, the following is the prescribed NY and CA statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY or CA and affects real property in NY or CA, the following is the prescribed NY and CA statutory form of acknowledgment and supercedes the foregoing acknowledgment, OR if this instrument was executed outside NY or CA and affects real property inside NY or CA, the following is the prescribed NY and CA statutory form of acknowledgment and is supplemental to the foregoing acknowledgment:

On 1/25/06, before me, the undersigned, a Notary Public in and for said State, personally appeared Alan Miyasaki, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Witness my hand and official seal.

Lindsey M. Cei

Notary Public

LINDSEY M. CEI
NOTARY PUBLIC, State of New York
No. 01CE6135330
Qualified in New York County
Commission Expires October 17, 2009

[Notary Page to Deed for Inn #559]

Schedule of Consideration:
The actual monetary consideration is $ 5,689,888

Grantee By: _____
Name: Alan Miyasaki
Title: Vice President

[Grantee Consideration Page to Deed for Inn #559]

Schedule A:
See annexed Legal Description of Premises

Legal Description

A tract of land located on the westerly margin of Sidco Drive in the First Civil District (formerly the Sixth Civil District) of Metropolitan Nashville and Davidson County, Tennessee. Said tract of land being Lot No. 3 of South Plaza, as of record in Plat Book 5200, page 289, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point in the westerly margin of Sidco Drive, said point being South 7° 08' east, a distance of 136.68 feet from the southerly terminus of the southerly radius return of the intersection of Sidco Drive and Elysian Fields Road; thence, following the westerly margin of Sidco Drive south 7° 08' east, a distance 124.94 feet to a point; thence, with a curve to the right having a central angle of 4° 09' right, a radius of 1526.42 feet, for a distance of 110.56 feet to a point; thence, south 2° 59' east, a distance of 1.50 feet to a point; thence, leaving the aforementioned road margin and following a line between Lot Nos. 2 and 3 south 86° 32' west, a distance of 308.22 feet to a point in the easterly margin of Interstate Highway 65; thence, following said highway margin north 8° 27' west, a total distance of 287.39 feet, passing through an iron pin at 56.79 feet, to a point; thence, north 12° 58' west, a distance of 72.62 feet to a concrete monument at Interstate Highway 65's easterly margins intersection with the southerly margin of Elysian Fields Road; thence, following the southerly margin of Elysian Fields Road North 77° 51' east, a distance of 170.06 feet to a point; thence, with a curve to the right having a central angle of 1° 04' 18" right, a radius of 2849.86 feet, for a distance of 53.31 feet to a point; thence, leaving said road margin and following a line between Lots No. 3 and 4 south 7° 08' east, a distance of 159.79 feet to a point; thence, north 82° 52' east, a distance of 103.00 feet to the point of beginning and containing 104,182 square feet or 2.39 acres, more or less, according to survey by Barge, Waggoner, Sumner and Cannon, dated September 23, 1980.

Being the same property conveyed to La Quinta Motor Inns, Inc., a Texas corporation, by Warranty Deed from George Volkert, Trustee with full power to convey, transfer, mortgage or otherwise encumber without the joinder of any beneficiary, of record in Book 5675, page 757, Register's Office for Davidson County, Tennessee.

INCLUDED in the above description, but SPECIFICALLY EXCLUDED from this legal description is the property conveyed to the State of Tennessee of record in Book 10919, page 939, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point on the east proposed controlled access right of way line, said point being on the east existing controlled access right of way line of Interstate Route 65 and located 158.63 feet right of Interstate Route 65 survey centerline station 194+43.75; thence with said existing controlled access right of way line North 08 degrees 30 minutes 06 seconds West a distance of 57.14 feet to a point located 142.25 feet right of Interstate Route 65 survey centerline station 194+98.49, said point being on the south existing right of way line of Elysian Fields Drive; thence with said existing right of way line North 78 degrees 51 minutes 16 seconds East a distance of 17 feet, more or less, to a point located 158.63 feet right of Interstate Route 65 survey centerline station 195+04.17, said point being on the east proposed controlled access right of way line; thence with said proposed controlled access right of way line South 08 degrees 09 minutes 24 seconds East a distance of 60.47 feet to the point of beginning and containing 495 square feet, more or less.

Being the same property conveyed to the State of Tennessee by Warranty Deed from LA QUINTA INNS, INC., a Texas corporation herein represented by John F. Schmutz, of record in Book 10919, page 939, Register's Office for Davidson County, Tennessee.

559
La Quinta
4311 Sidco Drive
Nashville. TN

Record and return to:
Chicago Title #1205-4474 (Margarita)
711 Third Ave, NY, NY 10017
(800) 525-2511

TN Statement of Consideration or Value

State of NY
County of NY

The actual consideration or value, whichever is greater, for this transfer is $ 5,689,888

Grantee By: Neal Miranda
As Agent

Sworn to before me on 1/25/06

Notary Public

RUDDICK LAWRENCE
Notary Public, State of New York
No. 31-4762183
Qualified in New York County
Commission Expires July 31, 2006