Davidson County DEEDWARR
Recvd: 03/03/06 13:27 8 pgs
Fees:43.00 Taxes:20602.90

20060303-0024983

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 #: 918/ Nashville, TN

Real property tax bills to be sent to:
Grantee

MAP 95-10
PARCEL 126

Instrument:
Limited Warranty Deed

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

Grantor:
La Quinta Development Partners, L.P., a Delaware limited partnership, 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 Development Partners, L.P., a Delaware limited partnership

By: La Quinta Properties Inc., a Delaware corporation, its general partner

By: _____

Name: Alan Miyasaki
Title: Vice President

[Signature Page to Deed for Inn #918]

County of NY, State of NY:

Multi-State Partnership by Corporate General Partner Acknowledgement:

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 respectively of the foregoing executing corporation (hereinafter, the "Corporation"), which said Corporation is the general partner of the foregoing partnership (the "Partnership") and that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself in their authorized capacities as such officer(s) as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation and Partnership. 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 #918]

Schedule of Consideration:
The actual monetary consideration is $ 5,568,350

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

[Grantee Consideration Page to Deed for Inn #918]

Schedule A:
See annexed Legal Description of Premises

Legal Description

Land in Davidson County, Tennessee, being Lot 5, Part One, Phase Two of the Atrium as depicted on plat of record in Book 6200, page 139, Register's Office of Davidson County, Tennessee and being more particularly described as follows:

Beginning at a concrete monument in the Southwesterly margin of Atrium Way at the Northwest corner of Lot 3 of the Atrium, Phase One, of record in Plat Book 5200, page 538, R. O. D. C., TN; thence leaving the margin of said road and with the Westerly line of said Lot 3 S 04 deg. 09 min. 13 sec. West 328.35' to a point in the center of Simms Branch, being in the Northerly line of the property leased by Holiday Inns, Inc.; thence with the said leased property and with the center of said branch N 84 deg. 52 min. 11 sec. W 160.24 feet to a point in the Easterly right of way of Briley Parkway; thence leaving said leased property and Simms Branch, and running with the right of way of Briley Parkway the following calls: N 15 deg. 31 min. 22 sec. W 166.93' to a point; thence N 14 deg. 49 min. 22 sec. W 236.50 feet to a point; thence N 13 deg. 46 min. 14 sec. W 196.63 feet to a concrete highway marker; thence leaving the right of way of Briley Parkway N 70 deg. 52 min. 36 sec. E 82.30 feet to a point in the Southwesterly margin of Atrium Way; thence with said margin to following calls: S 24 deg. 28 min. 42 sec. E 77.35 feet to a point; thence with a curve to the left, having a radius of 290.00 feet and along chord of 130.79 feet, said chord having a bearing of S 37 deg. 30 min. 37 sec. E, a distance along the curve of 131.92 feet to a point; thence S 50 deg. 32 min. 32 sec. E 188.99 feet to the point of beginning, containing 2.562 acres more or less.

Being the same property conveyed to LaQuinta Development Partners, L.P. by Successor Trustee's Deed of record in Book 9092, page 378, Register's Office for Davidson County, Tennessee.

918
La Quinta
2345 Atrium Way
Nashville. TN

TN Statement of Consideration or Value

State of NY
County of NY

The actual consideration or value, whichever is greater, for this transfer is $ 5,568,350

Grantee By: _____
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, 20__