25104 (1)

313 Lawyers S. Town

LIMITED WARRANTY DEED

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

That MOODY NATIONAL NASHVILLE S, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of the sum of $10 and other good and valuable consideration to it in hand paid by the party listed on Exhibit C attached hereto and made a part hereof for all purposes ("Grantee"), 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 Grantee, the undivided tenant in common interest listed next to the 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 Grantee, its 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 Grantee 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: 04/27/06 12:09 6 pgs
Fees:33.00 Taxes:3359.54
20060427-0048312

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 Grantee hereby expressly assumes 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 Grantee, including as it relates to any tax bills, should be sent to: TIC Nashville 34, LLC (New Owner and party responsible for Taxes)

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

Address of property is
1811 Broadway, Nashville TN

[END OF TEXT]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transaction is $907,985.00

Affiant

Subscribed and sworn to before me, this date: 2/23/06

Notary Public

My Commission Expires: 3/22/08

This Instrument Prepared by:

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

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

EXECUTED on the date of the acknowledgment set forth below to be EFFECTIVE for all purposes as of the 3 day of ~~January~~ February, 2006.

MOODY NATIONAL NASHVILLE S, LLC,
a Delaware limited liability company

By: Moody National Realty Company, L.P.,
a Texas limited partnership, its sole member

By: Moody Realty Corporation,
a Texas corporation, its general partner

By: _____
Brett C. Moody, President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 24 day of January, 2006, by Brett C. Moody, President of Moody Realty Corporation, a Texas corporation, the general partner of Moody National Realty Company, L.P., a Texas limited partnership, the sole member of Moody National Nashville S, LLC, on behalf of said limited liability company.

LISA D. TAYLOR
Notary Public, State of Texas
My Commission Expires
January 10, 2010

Notary Public
Print Name: Lisa D. Taylor
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

Being the same property conveyed to Moody National Nashville S, LLC, by deed of record in Instrument No. 20060109 0002683, Register's Office for Davidson County, Tenn.

Exhibit B to Limited Warranty Deed

PERMITTED EXCEPTIONS

1. Limited Warranty Deed dated December 15, 2005, from Music City Hotel, L.P. to Moody National Nashville S, LLC, Moody National Nashville H, LLC and various other parties referenced therein and recorded in the Official Public Records of Real Property of Davidson County, Tennessee under Davidson County Clerk's File No. Instrument No. 20060109-0002683.

2. Deed of Trust, Assignment of Leases and Rents and Security Agreement dated December 15, 2005, executed by Moody National Nashville S, LLC, Moody National Nashville H, LLC and certain other parties to Mid-South Title Corporation, Trustee and recorded in the Official Public Records of Real Property of Davidson County, Tennessee under Davidson County Clerk's File No. Instrument No. 20060109-0002684.

3. Tenants in Common Agreement dated December 15, 2005, by and between Moody National Nashville S, LLC, Moody National Nashville H, LLC and certain other parties and recorded in the Official Public Records of Real Property of Davidson County, Tennessee under Davidson County Clerk's File No. Instrument No. 20060130-0011569.

4. Subordination Agreement of Master Lease and Consent of Master Lease dated December 15, 2005, by Moody National Nashville MT, LLC, Moody National Nashville S, LLC, Moody National Nashville H, LLC and certain other parties in favor of Bank of America, N.A. and recorded in the Official Public Records of Real Property of Davidson County, Tennessee under Davidson County Clerk's File No. Instrument No. 20060109-0002686.

Exhibit C to Limited Warranty Deed

GRANTEE

Grantees	**Ownership Percentage**
TIC Nashville 34, LLC	2.977%