Davidson Co. (17)

FROM: ESA Properties L.L.C., f/k/a/ BRE/ESA Properties L.L.C.

TO: ESH/TN Properties L.L.C.

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| Address of New Owner: | Send Tax Bills to: | Map-Parcel No. |
|---|---|---|
| ESH/TN Properties L.L.C<br>c/o HVM L.L.C.<br>100 Dunbar Street<br>Spartanburg, SC 29306 | same | Map 95, Parcel 34 |

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PREPARED BY: Waller Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219

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Statement of Exemption from Taxation under T.C.A. 67-4-409

The real property hereinafter described is being transferred pursuant to and in accordance with the Debtors' Fifth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, Dated June 8, 2010, as confirmed on July 20, 2010 (as amended, and as supplemented by the Restructuring Transactions supplement thereto), hereinafter referred to as the PLAN, in the jointly administered chapter 11 cases styled In Re: Extended Stay, Inc., et al., in the United States Bankruptcy Court Southern District of New York, lead Case No. 09-13764 (JMP). Accordingly, pursuant to 11 U.S.C. 1146(a) and Paragraph 67 of the "Order Confirming Debtors' Fifth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, Dated June 8, 2010, As Amended", entered July 20, 2010 by the United States Bankruptcy Court Southern District of New York, the transfer or recording of this instrument is exempt from taxes assessed under T.C.A. 67-4-409(a), as well as any and all other recording, transfer, privilege or similar taxes. Attached hereto as Schedule I are copies of the first page, the signature page and the pages evidencing such Paragraph 67 of such Order; and the first page of the PLAN, the page of the PLAN describing the Restructuring Transactions supplement thereto and the page of the Restructuring Transactions supplement describing the transfer of this property.

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Davidson County DEEDWARR
Recvd: 10/21/10 11:47 11 pgs
Fees:57.00 Taxes:0.00
20101021-0084410

# GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable consideration, the receipt of which is hereby acknowledged, ESA Properties L.L.C.,

a Delaware limited liability company, formerly known as BRE/ESA Properties L.L.C., hereinafter called GRANTOR, has, pursuant to the PLAN, bargained and sold, and by these presents does transfer and convey, unto ESH/TN PROPERTIES L.L.C., a Delaware limited liability company, hereinafter called GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

(SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN.)

This tract of land is improved real property known as 2511 Elm Hill Pike, Nashville, TN 37214.

TO HAVE AND TO HOLD the said real property, together with all estate, title, interests, appurtenances and hereditaments thereunto belonging or in any wise appertaining to GRANTEE, its successors and assigns, forever.

GRANTOR does covenant with GRANTEE that it is lawfully seized and possessed of said property in fee simple and that it has a good right to convey such property. GRANTOR further covenants and binds itself, its successors and assigns to warrant and defend forever the title to said real property to GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, GRANTOR has executed this General Warranty Deed as of the 29 day of September, 2010.

GRANTOR:

ESA PROPERTIES L.L.C., f/k/a/ BRE/ESA Properties L.L.C.

BY: _____
NAME (Print): David Lichtenstein
TITLE: President

STATE OF New Jersey
COUNTY OF Ocean)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared David Lichtenstein, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his/her oath acknowledged himself/herself to be the President of ESA Properties L.L.C., f/k/a BRE/ESA Properties L.L.C., the within named bargainor, a Delaware limited liability company, and that he/she, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as such President.

Witness my hand and seal, at office in Lakewood, NJ, this the 29 day of September, 2010

Joy M. DeVita
NOTARY PUBLIC

My Commission Expires:

JOY M. DeVITA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 1/30/2013

EXHIBIT A

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Nashville, County of Davidson State of Tennessee.

LAND in Davidson County, Tennessee, being Lot 1 on the Resubdivision of Lots Nos. 1, 2 and 3 of Section Five, Perimeter Place, as shown on plat of record in Plat Book 7900, page 466, Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

BEING the same property conveyed to BRE/ESA Properties, L.L.C. by deed of record as Instrument No. 20040521-0059707, Register's Office for Davidson County, Tennessee.

# SCHEDULE I

**UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF NEW YORK**

| | | |
|---|---|---|
| **In re** | : | **Chapter 11 Case No.** |
| **EXTENDED STAY INC., et al.,** | : | **09-13764 (JMP)** |
| **Debtors.** | : | **(Jointly Administered)** |

**ORDER CONFIRMING DEBTORS' FIFTH AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE, DATED JUNE 8, 2010, AS AMENDED**

ESA Properties L.L.C. and seventy-three of its debtor affiliates, as debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the "Debtors"), having proposed and filed the Debtors' Fifth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, dated June 8, 2010 [Docket No. 1027, 1157] (as amended, the "Plan") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and the Bankruptcy Court having entered, after due notice and a hearing, the Order (I) Pursuant to Sections 105 and 363(b) of the Bankruptcy Code Approving Investment Agreement with Successful Bidder, (II) Approving Disclosure Statement Reflecting the Successful Bid, (III) Establishing Solicitation and Voting Procedures, (IV) Scheduling A Confirmation Hearing, and (V) Establishing Notice and Objection Procedures for Confirmation of the Debtors' Proposed Plan of Reorganization, dated June 22, 2010 [Docket No. 1098] (the "Disclosure Statement Order"); and the Disclosure Statement for Debtors' Fifth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, dated June 8, 2010 [Docket No. 1028] (as amended, the "Disclosure Statement") having been approved by this Court and the Plan and the Solicitation Package (as defined below) having been duly transmitted to holders of

64. Payment of Statutory Fees. All fees payable pursuant to section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid by the Debtors on or before the Effective Date.

65. Post-Confirmation Date Professional Fees and Expenses. From and after the Confirmation Date, the Plan Administrator and the Litigation Trustee shall, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, pay the reasonable fees and expenses of professional persons thereafter incurred by them.

66. Dissolution of Creditors' Committee. On the Effective Date, the Creditors' Committee shall be released and discharged of and from all further authority, duties, responsibilities, and obligations relating to and arising from and in connection with the Debtors' Chapter 11 Cases, and, except for the limited purpose of preparing and presenting its final applications for fees and expenses (including the final application for reimbursement of expenses of members of the Creditors' Committee) and the final resolution thereof; provided, however, (a) if the Effective Date occurs before the Confirmation Order becomes a Final Order, the Creditors' Committee may continue to exist and to serve for the purposes of any pending appeal of the Confirmation Order, and (b) the Creditors' Committee will continue to exist and to serve and have a right to be heard for the purposes of any Issue relating to ESI.

67. Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of notes or equity securities under the Plan, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer, merger or consolidation under, in furtherance of, or in connection with the Plan, shall not be subject to any sales and use, stamp, real estate transfer, mortgage recording, or other similar tax.

The Reorganized Debtors are hereby authorized to deliver a notice of this Confirmation Order, with the Plan annexed, to any state or local recording officer, and such officer is hereby directed to accept for filing the above documents or instruments without charging any sales and use, stamp, real estate transfer, mortgage recording, or other similar tax. Such notice (a) shall have the effect of an Order of this Court, (b) shall constitute sufficient notice of the entry of this Confirmation Order to such filing and recording officers and (c) shall be a reasonable instrument notwithstanding any contrary provision of non-bankruptcy law. The Bankruptcy Court specifically retains jurisdiction to enforce the foregoing direction, by contempt or otherwise.

68. Governmental Approvals Not Required. This Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan and Disclosure Statement, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement and any amendments or modifications thereto (including, without limitation, in connection with the execution and delivery of the documents evidencing and securing the Debt Financing Arrangements and the documents evidencing the termination and cancellation of the Mortgage Facility and the release of Liens on the Mortgage Properties heretofore granted thereunder).

69. Securities Laws Exemption. To the extent the Litigation Trust Beneficiaries' interest in the Litigation Trust is deemed to be a security, the distribution under the Plan of interests in the Litigation Trust, shall be exempt from registration under applicable securities laws pursuant to section 1145(a) of the Bankruptcy Code, as amended.

order by the Debtors. Notwithstanding any such reversal, modification or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Order, the Plan, all documents relating to the Plan and any amendments or modifications to any of the foregoing.

82. Conflicts Between Order and Plan. The provisions of the Plan and this Order shall be construed in a manner consistent with each other so as to effect the purpose of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision of this Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Order shall govern and any provision of this Order shall be deemed a modification of the Plan and shall control and take precedence. The provisions of this Order are integrated with each other and are non-severable and mutually dependent.

83. Final Order; Waiver of Stay. This Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof. Any stay of this Order provided by any Bankruptcy Rule (including Bankruptcy Rule 3020(e)) is hereby waived, and this Order shall be effective and enforceable immediately upon its entry by the Court.

Dated: New York, New York
July 20, 2010

*s/ James M. Peck*
Honorable James M. Peck
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

| | | |
|---|---|---|
| In re | : | Chapter 11 Case No. |
| EXTENDED STAY INC., et al., | : | 09-13764 (JMP) |
| Debtors. | : | (Jointly Administered) |

# DEBTORS' FIFTH AMENDED PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE, AS AMENDED

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
(212) 310-8000

Attorneys for Debtors
and Debtors in Possession

Dated: June 8, 2010

1.125 ***Priority Tax Claim*** means an unsecured Claim of a governmental unit of a kind specified in section 507(a)(8) of the Bankruptcy Code.

1.126 ***Pro Rata Share*** means with respect to Allowed Claims, the ratio (expressed as a percentage) of the amount of an Allowed Claim in a Class to the aggregate amount of all Allowed Claims in the same Class (or applicable Classes).

1.127 ***Real Estate Investment Trust*** means a real estate investment trust within the meaning of Section 856 of the Internal Revenue Code.

1.128 ***Real Estate Mortgage Investment Conduit (or REMIC)*** means a real estate mortgage investment conduit, within the meaning of Section 860D of the Internal Revenue Code, that directly or indirectly holds the Mortgage Facility.

1.129 ***Record Date*** means the date to be established by the Bankruptcy Court for purposes of determining those holders of allowed claims that are entitled to vote to accept or reject this Plan.

1.130 ***Released Parties*** means (a) the Debtors, (b) NewCo, (c) each member of the Creditors' Committee, but solely in its capacity as such, and not individually, (d) the Investor, (e) each Sponsor, (f) the Debt Financing Lenders, (g) BHAC (provided that BHAC has entered into the BHAC IP Transfer Agreement as provided in Section 6.13 herein), (h) HVM, (i) HVM Manager, (j) HVM Manager Owner, (k) the Special Servicer, (l) the Mortgage Debt Parties, (m) the Mortgage Facility Trust, (n) the Master Servicer, (o) the Trustee, (p) the Successor Trustee, (q) the Operating Advisor, (r) the Controlling Holder, (s) Lightstone Holdings LLC, (t) the Indenture Trustee, (u) any present or former director, manager, officer, member, equity holder (and their respective Affiliates), employee, agent, financial advisor, partner, Affiliate, attorney, other professional advisor or representative (and their respective Affiliates) of the persons or parties described in clauses (a) through (u) hereof or of any Affiliate thereof, and (v) ESI and any of ESI's Affiliates or present or former directors or officers.

1.131 ***Reorganized Debtors*** means the Debtors, as reorganized as of the Effective Date in accordance with this Plan, and their successors.

1.132 ***Restructuring Transaction(s)*** means the creation or establishment or formation of an Affiliate of NewCo or a Reorganized Debtor, a dissolution or winding up of the corporate existence of a Debtor or the consolidation, merger, contribution of assets, or other transaction in which a Reorganized Debtor or non-Debtor Affiliate of a Debtor merges with or transfers some or substantially all of its assets and liabilities to NewCo or a Reorganized Debtor or its current or newly formed Affiliates, or any transaction related to the foregoing, on or following the Effective Date, which shall be filed no later than five (5) days prior to the Confirmation Hearing as an update to the Plan Supplement.

1.133 ***Schedules*** means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtors with the Bankruptcy Court on September 28, 2009 and on March 4, 2010, as required by section 521 of the Bankruptcy Code and the Official Bankruptcy Forms of the Bankruptcy Rules, as such schedules and statements have been and may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009.

Affidavit

I, Heather Dye , do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

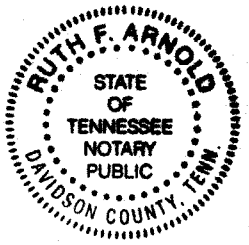
State of Tennessee

County of Davidson

Personally appeared before me, Ruth F. Arnold, a notary public for this county and state, Heather Dye, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary signature

Notary Seal:




My Commission Expires AUG. 23, 2011