This Instrument Prepared By:

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BILL GARRETT, Davidson County
Trans:T20110057319 DEEDWARRSP
Recvd: 09/15/11 11:31 9 pgs
Fees:48.00 Taxes:10156.50
20110915-0071661

Address of New Owner:	Send Tax Bills To:	Tax Parcel ID:
c/o Westmont Hospitality Group 5847 San Felipe Suite 4650 Houston, Texas 77057	c/o Westmont Hospitality Group 5847 San Felipe Suite 4650 Houston, Texas 77057	Map 108-10, Parcels 4 and 8

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by the hereinafter named Grantee and other good and valuable consideration the receipt and sufficiency of which hereby is acknowledged, R-ROOF I, LLC, a Delaware limited liability company (hereinafter called the "Grantor"), has bargained and sold and, by these presents, transfers and conveys to FMW RRI NC LLC, a Delaware limited liability company (hereinafter called the "Grantee"), certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all improvements located thereon and all rights and appurtenances pertaining to such land and improvements, including any rights in and to adjacent streets, alleys, strips, gores, easements or rights-of-way (collectively, the "Property"):

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those matters set forth in Exhibit B which is attached hereto and incorporated herein by reference (the "Permitted Encumbrances").

This is improved property known as 510 Claridge Drive, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except for the Permitted Encumbrances.

Grantor further covenants and binds itself, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor but not otherwise.

It is expressly understood and agreed by Grantor and Grantee that this conveyance shall not affect the validity and enforceability of:

(i) that certain Deed of Trust, Security Agreement and Fixture Filing (the "Deed of Trust") dated September 6, 2007, from R-Roof I, LLC, to Joseph B. Pitt, Jr., Trustee for the benefit of Mortgage Electronic Registration Systems, Inc. as nominee for Bear Stearns Commercial Mortgage, Inc. and recorded on October 19, 2007, at Instrument No. 20071019-0124198, in the Register's Office for Davidson County, Tennessee (the "Register's Office"), and

(ii) that certain Assignment of Leases and Rents, dated as September 6, 2007, executed by R-Roof I, LLC as assignor for the benefit of Mortgage Electronic Registration Systems, Inc. as nominee for Bear Stearns Commercial Mortgage, Inc. and recorded on October 10, 2007 at Instrument No. 20071019-0124199 in said Register's Office (the "Assignment"),

as each of such instrument has been assigned pursuant to the following:

A. Assignment of Deed of Trust, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents, recorded as Instrument No. 20090826-0080320,

in said Register's Office, as corrected by Corrected Assignment of Deed of Trust, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents, recorded as Instrument No. 20090910-0084957, in said Register's Office;

B. Assignment of Deed of Trust, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents, from Bank of America, N.A., successor by merger to LaSalle Bank National Association, in its capacity as Trustee for the Registered Holders of Bear Stearns Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-PWR17 to US Bank National Association, as Trustee, as Successor–in-interest to Bank of America National Association, as successor by merger to LaSalle Bank National Association, as trustee for the registered holders of Bear Stearns Commercial Mortgage Securities Inc. Commercial Mortgage Pass-Through Certificates Series 2007 PWR17, acting on behalf of itself as a lender and on behalf of the other lenders (U.S. Bank National Association, as Trustee, as successor-in-interest to Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as trustee for the registered holders of Bear Stearns Commercial Mortgage Securities Inc. Commercial Mortgage Pass-Through Certificates Series 2007 PWR18; and U.S. Bank National Association, not individually but solely as the trustee for Maiden Lane Commercial Mortgage-Backed Securities Trust 2008 1), dated on or about the date hereof, and recorded at Instrument No. 20110915-0071659 in said Register's Office, in connection herewith, and

C. Assignment of Deed of Trust, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents, from US Bank National Association, as Trustee, as Successor–in-interest to Bank of America National Association, as successor by merger to LaSalle Bank National Association, as trustee for the registered holders of Bear Stearns

Commercial Mortgage Securities Inc. Commercial Mortgage Pass-Through Certificates Series 2007 PWR17, acting on behalf of itself as a lender and on behalf of the other lenders (U.S. Bank National Association, as Trustee, as successor-in-interest to Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as trustee for the registered holders of Bear Stearns Commercial Mortgage Securities Inc. Commercial Mortgage Pass-Through Certificates Series 2007 PWR18; and U.S. Bank National Association, not individually but solely as the trustee for Maiden Lane Commercial Mortgage-Backed Securities Trust 2008 1) to Holder dated on or about the date hereof and recorded at Instrument No. 20110915-0071660 in said Register's Office, in connection herewith.

It is expressly understood and agreed by Grantor and Grantee that this conveyance shall not be considered to effect a merger of the Deed of Trust or the Assignment into the fee simple title acquired hereby by Grantee; and that the Deed of Trust and the Assignment shall continue to be a valid and existing encumbrance upon the Property with the priority of such encumbrance undiminished.

Grantor further declares and warrants that: this Special Warranty Deed is a present, complete and absolute conveyance and grant of title and includes and unconditionally conveys all equitable and redemptive rights of Grantor; this conveyance is freely and fairly made; this Special Warranty Deed is not a mortgage, deed of trust or security device of any kind, and is made subject to the Deed of Trust described herein. Grantor acknowledges and agrees to having transferred the Property to the Grantee for a fair and adequate consideration.

The undersigned person executing this Special Warranty Deed on behalf of Grantor represents and certifies that such person is a duly authorized representative of Grantor and has

been fully empowered to execute and deliver this Special Warranty Deed on behalf of Grantor; that the Grantor has the full organizational capacity to convey the real estate described herein; and, that all necessary action for the making of this conveyance has been taken and done.

[Remainder of page intentionally left blank; Signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed this 25th day of August, 2011.

GRANTOR:

R-ROOF I, LLC, a Delaware limited liability company

By: _____
Mohamed Thowfeek, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged by me on the 19th day of August, 2011, by Mohamed Thowfeek, the President of R-Roof I, LLC, a Delaware limited liability company, on behalf of said liability company.

JUDY A. GIPSON
Notary Public, State of Texas
My Commission Expires
April 09, 2015

(PERSONALIZED SEAL)

_____
Notary Public Signature

My Commission Expires:

_____

_____
Printed Name of Notary

[SIGNATURE PAGE]

STATE OF TEXAS)
COUNTY OF DALLAS)

The actual consideration or value, whichever is greater, for this transfer is $2,745,000.

Affiant (Agent for Grantee)

Sworn and subscribed before me this 19th day of August, 2011.

JUDY A. GIPSON
Notary Public, State of Texas
My Commission Expires
April 09, 2015

Notary Public

My Commission Expires: _____

[AFFIDAVIT OF CONSIDERATION]

EXHIBIT A

Tract 1:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Red Roof Inns, a Commercial Planned Unit Development, of record in book 6900, page 971, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more particular description.

Tract 2:

Land lying in Davidson County, Tennessee, being Lot No. 1 on the Plat of Resubdivision of Lots 4 and 5 of Larkwood, and the Resubdivision of Lot 1 of Red Roof Inns, of record in Plat Book 11700, page 43, Register's office for Davidson County, Tennessee.

Being the same property conveyed to R-Roof I, LLC, a Delaware limited liability company by deed from Red Roof Inns, Inc., a Delaware corporation of record as Instrument No. 20071019-0124197, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

The following matters, to the extent and only to the extent the same are valid and subsisting against the subject property as of the date of this instrument:

1. Taxes for the year 2011 and subsequent years not yet due and payable.

2. Deed of Trust, Security Agreement and Fixture Filing from R-Roof I, LLC to Joseph B. Pitt, Trustee for MERS, filed for record on October 19, 2007 at Instrument No. 20071019-0124198, as referenced in the instrument to which this exhibit is attached.

3. Plan of record in Book 6900, Page 971, Register's Office for Davidson County, Tennessee, shows an Owner's Certificate, and notes easements and matters shown on the Survey (as hereinafter defined).

4. Deed of Conveyance dated January 21, 1991, recorded in Book 8377, Page 924, in the Register's Office of Davidson County, Tennessee.

5. Stormwater Detention Agreement dated July 8, 1989, recorded in Book 8067, Page 684, in the Register's Office of Davidson County, Tennessee.

6. Assignment of Leases and Rents executed by R-Roof I, LLC of record at Instrument No. 20071019-0124199, Register's Office for Davidson County, Tennessee, as referenced in the instrument to which this exhibit is attached.

7. Plan of record in Book 11700, page 43, Register's Office for Davidson County, Tennessee, and as shown on survey by Christopher S. Denham of Denham Land Surveyors, LLC, dated July 28, 2011, as last revised (the "Survey").

8. Other matters, if any, shown on the Survey.

9. Easement retained over area of street closure in Council Bill No. 77-626.