

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:	INDEXING INSTRUCTIONS:	PROPERTY ADDRESS:	MAIL TAX BILLS TO:	TAX PARCEL NO.:
Lynn A. Landau Baker, Donelson, Bearman, Caldwell & Berkowitz 165 Madison Avenue, Suite 2000 Memphis, Tennessee 38103 (901) 526-2000	Part of the SW ¼ of the SE ¼, S25, T1S, R8W DeSoto County, MS	Vacant Land	5120 Virginia Way, Bldg C-21 Brentwood, TN 37037 Attn: Robert G. Schaedle, III 615/371-2430	Part of 1087-2505.0-00004.00

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, **GOODMAN-55, LTD.**, a Tennessee limited partnership, hereinafter the "Grantor," has bargained and sold, and by these presents does hereby grant, bargain, sell, transfer, convey, deliver, set over, and specially warrant to **CHMK RESIDENCE HOTEL PARTNERS, LLC**, a Delaware limited liability company, doing business in Mississippi as CHMK Residence Hotel, LLC, hereinafter the "Grantee," the land and property lying and being situated in DeSoto County, State of Mississippi, being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").

TOGETHER WITH any and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the Property.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following: See **Exhibit "B"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD, the above described Property, with all appurtenances, estate, title and interest thereunto 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 to the extent otherwise set forth herein.

Grantor further covenants and binds itself to specially warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whosoever claiming by, through or under Grantor, except that no warranty is made as to the amount of acreage in the Property.

Grantor reserves the right to require that any hotel constructed or operated on the Property shall be a brand name hotel comparable to Residence Inn, Hampton Inn, Fairfield Inn, Marriott Courtyard, Comfort Inn and the like. The foregoing reservation shall run with the land and be binding on the Grantee and its successors and assigns, but such reservation shall terminate on the twentieth (20th) anniversary of the effective date of this instrument.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized representative the 11 day of January, 2005 (but having an effective date of January, 2005).

GOODMAN-55, LTD., a Tennessee limited partnership

By: Ronald M. Harkavy
Ronald M. Harkavy, General Partner

By: Morris J. Kriger
Morris J. Kriger, General Partner

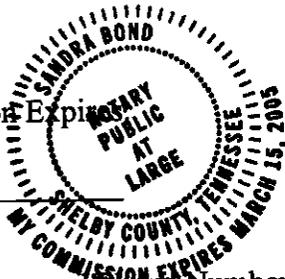
By: James H. Prentiss, III
James H. Prentiss, III, General Partner

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11 day of January, 2005, within my jurisdiction, the within-named **Ronald M. Harkavy, Morris J. Kriger and James H. Prentiss, III**, who acknowledged that they are the general partners of **GOODMAN/I-55, LTD.**, a limited partnership, and that for and on behalf of said limited partnership, and as its act and deed, they executed the above and foregoing instrument after first having been duly authorized by said limited partnership so to do.

Sandra Bond
Notary Public

My Commission Expires



Grantor's Address and Phone Number:

Goodman-55, Ltd.
Attention: Jim Prentiss
5118 Park Avenue
Memphis, TN 38117
(901) 7661861

Grantee's Address and Phone Number:

CHMK Residence Hotel Partners, LLC,
doing business in Mississippi as
CHMK Residence Hotel, LLC
% Robert G. Schaedle, III
5120 Virginia Way, Bldg C-21
Brentwood, TN 37027
(615) 371-2430

EXHIBIT "A"

Description of Real Property

LOCATED IN DESOTO COUNTY, MISSISSIPPI:

Lot 4C, Final Plat, Goodman/I-55 Subdivision, Lot 4 Replat, in Section 25, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 90, Page 20, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows:

COMMENCING AT A FOUND MASONRY NAIL IN THE CENTERLINE OF HUNGRY FISHERMAN DRIVE (A PRIVATE, PAVED ROAD, VARIABLE WIDTH R.O.W.), SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT NUMBER 3 OF THE GOODMAN/I-55 SUBDIVISION OF RECORD IN PLAT BOOK 58, PAGE 16, CHANCERY CLERK'S OFFICE IN DESOTO COUNTY, MS (CCDC), OWNED BY CH SOUTHAVEN HOTEL PARTNERS LLC AS RECORDED IN DEED BOOK 475 PAGE 493, (CCDC), AND RUNNING THENCE ALONG THE NORTH LINE OF SAID LOT 3 SOUTH 89 DEGREES 56 MINUTES 04 SECONDS WEST – 44.96 FEET TO A SET IRON PIN IN THE PROPOSED WEST RIGHT-OF-WAY LINE OF HUNGRY FISHERMAN DRIVE; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS WEST ALONG THE PROPOSED WEST RIGHT-OF-WAY LINE – 54.00 FEET TO A SET IRON PIN IN THE PROPOSED WEST RIGHT-OF-WAY LINE OF HUNGRY FISHERMAN DRIVE AT THE SOUTHEAST CORNER OF PROPOSED LOT NUMBER 4C, BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 56 MINUTES 04 SECONDS WEST – 433.86 FEET TO THE SOUTHWEST CORNER OF THE PROPOSED LOT 4C; THENCE NORTH 00 DEGREES 03 MINUTES 56 SECONDS WEST – 218.18 FEET TO THE NORTHWEST CORNER OF THE PROPOSED LOT 4C; THENCE NORTH 89 DEGREES 56 MINUTES 04 SECONDS EAST – 389.85 FEET TO AN ANGLE POINT; THENCE NORTH 71 DEGREES 46 MINUTES 28 SECONDS EAST – 25.68 FEET TO AN IRON PIN IN THE PROPOSED WEST RIGHT-OF-WAY LINE OF HUNGRY FISHERMAN DRIVE; THENCE SOUTHEASTWARDLY ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 393.65 FEET (CENTRAL ANGLE OF 18 DEGREES 09 MINUTES 15 SECONDS, CHORD OF SOUTH 09 DEGREES 09 MINUTES 27 SECONDS EAST – 124.21 FEET) AN ARC DISTANCE OF 124.73 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 03 MINUTES 31 SECONDS EAST CONTINUING ALONG THE PROPOSED WEST RIGHT-OF-WAY LINE – 103.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 94,124 SQUARE FEET OR 2.161 ACRES, MORE OR LESS.

TOGETHER WITH a perpetual non-exclusive easement for ingress and egress across paved roadway known as Fisherman's Drive created by Warranty Deed and Easement recorded in Warranty Deed Book 165, Page 667, in the office of the Chancery Clerk of DeSoto County, Mississippi, and more particularly described by metes and bounds as follows, to wit:

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BEGINNING at a point in the proposed west right-of-way of Fisherman's Drive and the north right-of-way of Goodman Road, said point being 375 feet east of a concrete right-of-way monument at the northeast corner of the intersection of the rights of way of Goodman Road and the northbound I-55 ramp; thence with said proposed Fisherman's Drive right-of-way North $8^{\circ}39'13''$ West a distance of 209.79 feet to a point; thence North $1^{\circ}49'43''$ West a distance of 654.23 feet to a point of curvature; thence with a curve to the left having a radius of 393.60 feet, a distance of 586.96 feet to a point of tangency, said point also being a point of taper; thence with taper North $79^{\circ}40'40''$ West a distance of 151.33 feet to a point; thence North $87^{\circ}16'20''$ West a distance of 210 feet to a point; thence North $2^{\circ}43'40''$ East a distance of 50 feet to the proposed north right-of-way of Fisherman's Drive; thence with said proposed right-of-way South $87^{\circ}16'20''$ East a distance of 210 feet to a point of taper; thence with said taper North $85^{\circ}08'00''$ East a distance of 151.33 feet to a point of curvature; thence with a curve to the right having a radius of 483.60 feet, a distance of 721.18 feet to a point of tangency; thence South $1^{\circ}49'43''$ East a distance of 648.87 feet to a Point; thence South $8^{\circ}39'13''$ East a distance of 209.79 feet to a point in the north right-of-way of Goodman Road; thence with said right-of-way South $88^{\circ}04'42''$ West a distance of 90.04 feet to the point of beginning. Being situated in part of the Southwest Quarter of the Southeast Quarter of Section 25, Township 1 South, Range 8 West, Southaven, DeSoto County, Mississippi.

TOGETHER WITH easements set forth in that certain Declaration of Covenants, Conditions and Restrictions of record in Deed Book 268, Page 625, as re-recorded in Deed Book 270, Page 738, in the Office of the Chancery Clerk , DeSoto County, Mississippi.

EXHIBIT "B"

Permitted Encumbrances

- (a) The lien of the following general and special taxes for the year specified and subsequent years: Town of Southaven and DeSoto County taxes (combined) for 2004, not yet due and payable.
- (b) Declaration of Covenants, Conditions and Restrictions of record in Deed Book 268, Page 625, as re-recorded in Deed Book 270, Page 738, in the Office of the Chancery Clerk, DeSoto County, Mississippi.
- (c) Easement to Baptist Memorial Hospital of record in Deed Book 165, Page 667, in said Chancery Clerk's Office and as shown on ALTA/ASCM Land Title Survey by William H. Woods, R.L.S. No. 1974, of Pickering Firm Incorporated, dated October 15, 2004.
- (d) Right of Way to Mississippi Power & Light Co. of record in Deed Book 110, Page 63, in said Chancery Clerk's Office, as shown on said survey.
- (e) Matters shown on ALTA/ASCM Land Title Survey dated October 15, 2004, and Boundary and Topographic Survey of Lot 4B dated January 13, 2005, prepared by Pickering Firm Incorporated, William H. Woods, Mississippi Registered Land Surveyor No. 1974.
- (f) Subdivision restrictions, building lines, and easements as shown on Final Plat of Goodman/I-55 Subdivision of record in Plat Book 45, Pages 45 and 46, as revised in Plat Book 58, pages 16 and 17, and further revised in Plat Book 90, Page 20, in said Chancery Clerk's Office.