THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:
Nancy R. Little
Nancy R. Little, Esquire
McGuire Woods Battle & Boothe
One James Center
Richmond, Virginia 23219
[Nashville]

GENERAL WARRANTY DEED

(Remainder Interest)

THIS DEED, made as of this 3rd day of July, 1991 by and between CIRCUIT CITY STORES, INC., a Virginia corporation ("Grantor"), whose mailing address is 9950 Mayland Drive, Richmond, Virginia 23233 and C.C. REMAINDERMAN LIMITED LIABILITY COMPANY, a Wyoming limited liability company ("Grantee").

WITNESSETH, in consideration of the sum of Ten and 00/100 Dollars ($10.00), and for other good and valuable consideration, paid by the Grantee, the receipt and adequacy of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns, all that certain parcel or parcels of land located in Nashville, County of Davidson, Tennessee as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (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 centerlines thereof, and with all agreements, easements, licenses, rights of way or use, appurtenances, tenements, hereditaments and other rights and benefits (including rents, issues and profits) now or

hereafter belonging or pertaining to the Premises (the "Appurtenances").

EXCEPTING, HOWEVER, that the conveyance made herein does not include the interests described in (i) and (ii) below:

(i) An estate for years (the "Land Estate") in the Premises and Appurtenances commencing on July 10, 1991 and expiring on July 9, 2017, which is hereby reserved unto Grantor, its successors and assigns pursuant to that certain deed of even date herewith from the Grantor to State Street Bank and Trust Company of Connecticut, National Association, and W. Jeffrey Kramer, not in their individual capacity but solely as Corporate Owner Trustee and Individual Owner Trustee under a Trust Agreement dated as of July 3, 1991, which deed is intended to be recorded simultaneously herewith;

(ii) (a) All buildings, structures and other improvements now or hereafter located on the Premises, and all facilities, fixtures, machinery, apparatus, installations, equipment and other property (including, without limitation, all heating, ventilating, air conditioning, plumbing and electrical fixtures, equipment and systems; all hot water heaters; boilers, heating controls and motors; all lighting systems and lighting equipment; all floor coverings; and all sprinkler equipment and sprinkler systems), together

with all accessions, parts and appurtenances appertaining or attached thereto and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all thereof (collectively the "Improvements") and (b) all signs, exterior lighting standards, machinery, apparatus, furniture, furnishings, telephone systems, computers, computer terminals, all items relating to data transmission, satellite dishes, trash compactors, shelving, snow-removal and lawn-maintenance equipment and other equipment, moveable or demountable partitions, underground storage tanks (if any) and piping, motorized vehicles, trade fixtures and temporary auxiliary structures, tools, supplies, materials, security systems, inventory and other personal property and all renewals and replacements thereof, in each case, now owned or hereafter acquired by Grantor or any sublessor or assignee of Grantor and installed or located in or on the Premises or necessary for the operation of Grantor's business (collectively "Grantor's Equipment"). The Improvements are intended to be and shall remain real property and the sole and exclusive property of the Grantor, its successors and assigns. The Grantor's Equipment is intended to be and shall remain personal property and the sole and

exclusive property of Grantor and its successors and assigns.

TO HAVE AND TO HOLD the Remainder Interest in the above granted and bargained Premises, with the Appurtenances thereunto belonging, unto the Grantee, its successors and assigns in fee simple forever.

The Grantor does hereby covenant with the Grantee that it is lawfully seized in fee of the aforedescribed Premises and Appurtenances, that it has a good right to sell and convey the same and that title is subject only to those matters affecting title to the Premises which are listed on Exhibit B attached hereto and incorporated by this reference. The Grantor further covenants that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

Grantee, by its acceptance of this deed, for itself and its successors and assigns, agrees to the foregoing exceptions and reservations, and acknowledges that it is acquiring a remainder interest in the Premises and Appurtenances (the "Remainder Interest") and further acknowledges that it is acquiring no right, title or interest whatsoever in the Improvements or Grantor's Equipment by virtue of this deed.

AND the said Grantor hereby certifies that this conveyance is not part of a transaction effecting a sale, lease, exchange or other transfer of all or substantially all of the property and assets of said corporate Grantor herein.

IN WITNESS WHEREOF, the Grantor has hereunto caused the execution hereof by and through its duly authorized officers as of the date first above mentioned.

CIRCUIT CITY STORES, INC.

By: Benjamin B. Cummings Jr [SEAL]

Name: BENJAMIN B. CUMMINGS JR

Title: V.P.

ATTEST: Jan C McGee

Name: JAN C McGEE

Title: Secretary

COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND

Before me, the undersigned Notary Public in the State and City aforesaid, personally appeared BENJAMIN B CUMMINGS JR with whom I am personally acquainted and who, upon oath, acknowledged himself to be the VICE President of Circuit City Stores, Inc., the within named bargainor, a corporation, and that he as such VICE President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such VICE President.

WITNESS my hand and Official Seal at office this 2nd day of July, 1991.

My Commission Expires: 4-30-94

Notary Public

PROPERTY ADDRESS: 5221 Hickory Parkway
TAX PARCEL I.D. No.: 163-00-0-085

Mail tax bills to: (Person or Agency responsible for payment of taxes)

C.C. Remainderman Limited Liability Company
One Conway Park
100 Field Drive
Lake Forest, Illinois 60045

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $33,200.-, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT:

C.C. REMAINDERMAN LIMITED LIABILITY COMPANY, a Wyoming limited liability company

BY: Remkay Manager Corporation, Its Manager

By: [signature]
Name: John C. Lorentzen
Its: Vice President

Subscribed and sworn to before me this 2nd day of July, 1991.

Robin M. Broughton
Notary Public

Comm. Exp. 7/31/94

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EXHIBIT A

TRACT 1

BEING a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, located on the southerly side of Hickory Hollow Parkway, west of Bell Road, being Lot No. C-4, as shown on the plan of re-subdivision of Lots C, C-2, C-3, Section 15, Hickory Hollow Mall, as of record in Book 5800, page 230, R.O.D.C., and being more particularly described as follows:

BEGINNING at an iron pin in the southerly margin of Hickory Hollow Parkway, said pin being westerly 562.42 feet from the westerly terminus of a curve return to the westerly margin of Bell Road; thence leaving said margin with westerly line of Lot No. C-3 as shown on the aforementioned plan of re-subdivision the following calls; S 05°27'58" W, 41.43 feet to an iron pin; S 46°38'55" W, 215.00 feet to an iron pin; S 43°21'05" E, 10.00 feet to an iron pin; S 46°38'55" W, 235.00 feet to an iron pin; S 31°41'10" W, 100.00 feet to an iron pin in the northerly margin of the CSX Transportation Railroad; thence with said margin N 58°18'50" W, 264.68 feet to an iron pin; thence leaving said margin with the easterly line of Lot No. C-5, as shown on the aforementioned plan of re-subdivision, N 31°41'10" E, 160.66 feet to an iron pin; thence continuing with said line N 00°02'39" E, 110.46 feet to an iron pin in the southerly margin of Hickory Hollow Parkway; thence with said margin the following calls: with a curve to the left, 127.93 feet to an iron pin, said curve having a central angle of 16°01'02", a radius of 457.64 feet, a tangent of 64.39 feet, and a chord of N 82°02'08" E, 127.52 feet, N 83°29'23" E, 121.66 feet to an iron pin; with a curve to the right 273.15 feet to the point of beginning, said curve having a central angle of 21°26'20", a radius of 729.99 feet, a tangent of 138.19 feet, and a chord of N 84°44'53" E, 271.56 feet.

TRACT 2

JOINT access easements appurtenant to aforedescribed Lot No. C-4 as said easements are set forth on Plat of Record in Plat Book 5800, page 230.

TRACT 3

RECIPROCAL access and parking easement recorded in Book 6188, page 87, as amended in Book 6207, page 366.

BEING the same property conveyed to Circuit City Stores, Inc., a Virginia corporation, by Deed of Record in Book 7834, page 997, Register's Office for Davidson County, Tennessee.

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EXHIBIT B

Permitted Exceptions
(Nashville, TN)

1. 1991 Taxes, a lien, which are not yet due and payable, and taxes for subsequent years not yet due and payable.

2. All matters shown on Plat recorded in Book 5800, Page 230, including but not limited to:

a. Restrictions as shown in Owner's Certificate and notes.

b. Public Utility and Drainage Easement over southwesterly 20', northerly and westerly 10' and southeasterly 20' and as shown on survey by Barge, Waggoner, Sumner & Cannon, dated 1/8/91, last revised 6/17/91.

c. Joint Access Easement(s) as shown on survey by Barge, Waggoner, Sumner & Cannon, dated 1/8/91, last revised 6/17/91.

3. Covenants as set forth in Book 6189, page 784.

4. Restrictions containing inter alia common area maintenance assessments as contained in Book 5125, page 769, as amended by Book 5189, page 947; Book 5337, page 933, restated and amended by Book 5441, page 968 and further amended by Book 5792, page 491; Book 5951, page 26 and Book 6011, page 163.

5. Terms and Conditions of Reciprocal Access and Parking Easement(s) as set forth in instrument recorded in Book 6188, page 87, as amended in Book 6207, page 366.

6. Easement(s) to Metropolitan Government of Nashville and Davidson County, as set forth in instrument recorded in Book 6025, page 813, and as shown on a survey by Barge, Waggoner, Sumner & Cannon, dated 1/8/91, last revised 6/17/91.

7. Restrictions as contained in Book 5595, page 873.

a. The Option referred to in said instruments has been released of record.

b. General Motors Corporation retains the right of consent if subject property is used as a site for a new automobile dealership as set forth in Book 5595, page 873.

8. Survey Number 11347-02, dated 1/8/91, last revised 6/17/91, prepared by Barge, Waggoner, Sumner & Cannon, Surveyors, indicates the following:

a. Sewer line running through the southeasterly and southerly portion of the subject property.

b. Sewer line in the southwesterly portion of the subject property.

c. 18" RCP running through the southwesterly, westerly and central portion of the subject property.

d. Water line running through the central portion of the subject property, extending from Hickory Hollow Parkway.

ALL as more particularly shown on said survey.

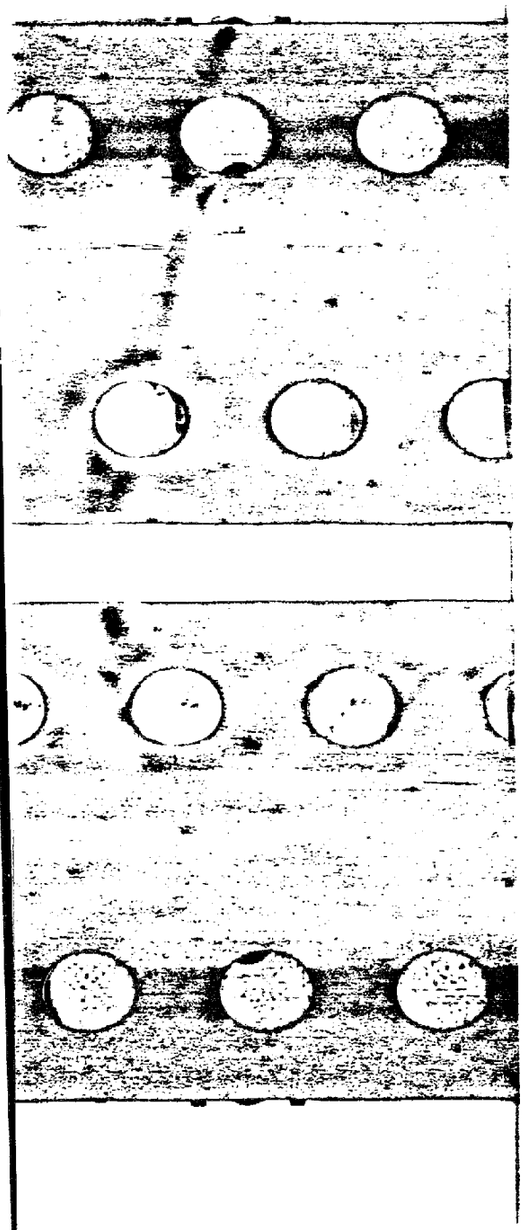
3041.8.

IDENTIFICATION REFERENCE

JUL 12 1 40 PM '91

1190 07/12 0101 03CHECK 150.84

7753\U:\7768\CCSALE\NASHVILL.PEX



OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8396 PAGE 849

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 33200.00
CON TX 122.84
PRFEE 1.00
WDEED 27.00
TOTAL 150.84
CHECK 150.84

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/12/91 01 13:43 0001 1190

3041.8.

IDENTIFICATION REFERENCE

JUL 12 1 40 PM '91

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 440212