QUIT CLAIM DEED, BILL OF SALE, AND ASSIGNMENT OF LEASE

THIS QUIT CLAIM DEED, BILL OF SALE, AND ASSIGNMENT OF LEASE made and entered into this 25 day of January, 1996, by and between **GOWER CENTER, LTD.**, a Tennessee Limited Partnership (referrred to as "Grantor") and **RMR INVESTMENT COMPANY, LLC**, a Tennesee Limited Liability Company (hereinafter referred to as "Grantee").

W I T N E S S E T H :

That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, Grantor has bargained, sold, transferred and assigned and does hereby bargain, sell, convey, transfer, assign and confirm unto Grantee the following:

1. Property situated and being in the City of Nashville, County of Davidson, State of Tennessee, and being described on attached Exhibit "A".

2. All buildings, improvements, parking, drives, fixtures, equipment, machinery, furniture, tools, supplies, stock, inventory, computers, software, office machines, forms, advertising materials, signs, appliances, drapes, carpets and other personal property which may be owned by Grantor and located on the above-described real estate.

3. Grantor's right, title and interest in and to all leases and other contracts (including, without limitation, all warranties, guaranties, and bonds affecting the property described in the foregoing paragraphs 1 and 2.

4. All service contracts related to or affecting the property described in the foregoing paragraphs 1, 2 and 3.

5. All utility, tax, insurance and similar deposits, escrows, reserves, impound accounts and other funds therein contained related to or affecting the property described in the foregoing paragraphs 1, 2 and 3.

TO HAVE AND TO HOLD the aforesaid real estate and, together with all the appurtenances and hereditaments thereunto appertaining, together with all of the property described in paragraphs 1, 2, 3, 4 and 5, unto Grantee, its successors, and assigns in fee simple forever.

Grantee joins herein for the purpose of assuming the assignment of the leases and service contracts.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their gender and number according to the context thereof.

PICK-UP
96 JAN 29 PM 2:03
FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN.
0144896
IDENTIF. → REFERENCE

WITNESS the signatures of the Grantor and Grantee the day and year first above written.

GRANTOR:

GOWER CENTER, LTD., a Tennessee Limited Partnership

By: Robert M. Rogers
Robert M. Rogers, General Partner

GRANTEE:

RMR INVESTMENT COMPANY, LLC,
a Tennessee Limited Liability Company

By: Robert M. Rogers
Robert M. Rogers, Chief Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, Michael L. Womack, a Notary Public in and for said County and State, personally appeared **Robert M. Rogers**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the general partner of **GOWER CENTER, LTD.**, the within named bargainor, a Tennessee limited partnership, and that he as such general partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such general partner.

WITNESS my hand and seal at office, on this 25 day of January, 1996.

MICHAEL L. WOMACK NOTARY PUBLIC AT LARGE SHELBY COUNTY, TENN.

Notary Public

My Commission Expires:
6-5-97

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, Michael L. Womack, a Notary Public in and for said County and State, personally appeared **Robert M. Rogers**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of **RMR INVESTMENT COMPANY, LLC**, the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Chief Manager.

WITNESS my hand and seal at office, on this 25 day of January, 1996.

MICHAEL L. WOMACK NOTARY PUBLIC AT LARGE SHELBY COUNTY, TENN.

Notary Public

My Commission Expires
6-5-97

M BLR324631 V1

21429 01/29/96 0101 03CHECK 16.00

* *

PROPERTY ADDRESS:
1092 Murfreesboro Road
Nashville, Tennessee

Tax Parcel I.D. #: MAP 107-B PARCEL 157

MAIL TAX BILLS TO: (Person or Agency responsible for payment of taxes)
RMR Investment Company, LLC
c/o Mr. Robert M. Rogers
530 Oak Court Drive
Suite 165
Memphis, TN 38117-3722

THIS INSTRUMENT PREPARED BY:
Boyd L. Rhodes, Jr., Esq.
165 Madison Avenue
Twentieth Floor
Memphis, Tennessee 38103

State Tax $_____
Register's fee 1.00
Recording fee .00
Total $_____

RETURN THIS INSTRUMENT TO:
Boyd L. Rhodes, Jr., Esq.
165 Madison Avenue
Twentieth Floor
Memphis, Tennessee 38103

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer is $ -0-.

Robert M. Rogers
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME this 25 day of January, 1996.

Notary Public

My Commission Expires:
6-5-97

MICHAEL L. WOMACK NOTARY PUBLIC AT LARGE SHELBY COUNTY, TENN.

EXHIBIT "A"

DEED DESCRIPTION
LOT 2 - GOWER CENTER
W&A FILE NO. 399-0196

BOOK 9930 PG 92

PROPERTY LOCATED IN THE 16TH COUNCILMANIC DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE BEING LOT NUMBER TWO ON THE SUBDIVISION PLAT OF GOWER CENTER AS OF RECORD IN PLAT BOOK 6250, PAGE 820 R.O.D.C., TN. AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO AN AS-BUILT SURVEY PREPARED BY WAMBLE AND ASSOCIATES, DATED JANUARY 12, 1996, AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF MURFREESBORO PIKE, SAID POINT BEING AN IRON ROD (NEW) AT THE COMMON CORNER OF THE HEREIN DESCRIBED PROPERTY AND PROPERTY CONVEYED TO MAPCO PETROLEUM, INC. AS OF RECORD IN DEED BOOK 7940, PAGE 614 R.O.D.C., TN., THENCE, FOLLOWING SAID RIGHT-OF-WAY NORTH 49 DEGREES 54 MINUTES 28 SECONDS WEST 212.00 FEET TO AN IRON ROD (NEW), SAID ROD BEING ON THE SOUTHEAST RIGHT-OF-WAY OF PUBLIC ALLEY NO. 2091; THENCE, FOLLOWING SAID ALLEY RIGHT-OF-WAY NORTH 44 DEGREES 31 MINUTES 20 SECONDS EAST 252.26 FEET TO A P. K. NAIL (OLD), THENCE, NORTH 49 DEGREES 54 MINUTES 28 SECONDS WEST 12.00 FEET TO A P. K. NAIL (OLD), SAID P. K. NAIL BEING ON THE COMMON LINE WITH PROPERTY CONVEYED TO HARMAN H. KOON AS OF RECORD IN DEED BOOK 5717, PAGE 308 R.O.D.C., TN.; THENCE, FOLLOWING SAID COMMON LINE WITH KOON NORTH 44 DEGREES 31 MINUTES 20 SECONDS EAST 56.00 FEET TO A P.K. NAIL (OLD); THENCE, NORTH 37 DEGREES 59 MINUTES 41 SECONDS WEST 43.92 FEET TO A P. K. NAIL (OLD); THENCE, CONTINUING WITH THE COMMON LINE WITH SAID KOON AND THE COMMON LINE WITH LOT NUMBERS ONE AND TWO OF GLENVIEW COMMERCIAL DEVELOPMENT AS OF RECORD IN PLAT BOOK 5200 PAGE 170 R.O.D.C., TN, THENCE, NORTH 64 DEGREES 47 MINUTES 21 SECONDS EAST 453.05 FEET TO AN IRON ROD (NEW), SAID ROD BEING THE NORTHEAST CORNER OF LOT TWO OF SAID GLENVIEW COMMERCIAL DEVELOPMENT, SAID ROD ALSO BEING ON THE COMMON LINE WITH PROPERTY CONVEYED TO ROBERT E. BALER AS OF RECORD IN DEED BOOK 5777 PAGE 821 R.O.D.C., TN., THENCE, FOLLOWING THE COMMON LINE WITH SAID BALER SOUTH 01 DEGREES 40 MINUTES 07 SECONDS EAST 306.69 FEET TO AN IRON ROD (NEW), SAID ROD BEING AT THE COMMON CORNER WITH LOT NUMBER ONE OF GOWER CENTER; THENCE, FOLLOWING THE COMMON LINES WITH SAID LOT NUMBER ONE SOUTH 68 DEGREES 29 MINUTES 09 SECONDS WEST 237.93 FEET TO AN IRON ROD (NEW); THENCE, SOUTH 13 DEGREES 41 MINUTES 34 SECONDS EAST 204.43 FEET TO AN IRON ROD (NEW), SAID ROD BEING ON THE NORTH RIGHT-OF-WAY LINE OF THOMPSON PLACE; THENCE, FOLLOWING SAID NORTH RIGHT-OF-WAY SOUTH 76 DEGREES 10 MINUTES 51 SECONDS WEST 55.00 FEET TO AN IRON ROD (NEW), SAID ROD BEING AT THE COMMON WEST CORNER WITH PROPERTY CONVEYED TO MAPCO PETROLEUM, INC. AS OF RECORD IN DEED BOOK 7940 PAGE 614 R.O.D.C., TN.; THENCE, FOLLOWING THE COMMON LINES WITH SAID MAPCO PROPERTY NORTH 41 DEGREES 02 MINUTES 05 SECONDS WEST 161.93 FEET TO AN IRON ROD (NEW); THENCE, SOUTH 43 DEGREES 50 MINUTES 32 SECONDS WEST 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 177,205 SQUARE FEET OR 4.07 ACRES.

BEING THE SAME PROPERTY CONVEYED TO GOWER CENTER, LTD., A TENNESSEE LIMITED PARTNERSHIP BY QUITCLAIM DEED FROM L. HERSHEL GOWER, JENNIE GOWER WYNNE, EDWIN HUDSON GOWER, DONA S. GOWER, AND ESTHER R. GOWER AS OF RECORD IN DEED BOOK 6706, PAGE 547 R.O.D.C., TN, AND BY QUITCLAIM DEED FROM ROBERT M. ROGERS AND JOSEPH L. HARRISON AS OF RECORD IN BOOK 6706, PAGE 543 R.O.D.C., TN, AND BY DEED FROM CARL P. GARDNER, TRUSTEE, AS OF RECORD IN BOOK 6706, PAGE 539, AND BY DEED FROM GEORGE F. SLEDGE, III AND WIFE, BILLIE R. SLEDGE, AS OF RECORD IN BOOK 6706, PAGE 529 R.O.D.C., TN.

The aforesaid property is conveyed subject to the following:

1. 1996 City and County taxes;
2. Declaration of Covenants, Conditions and Restrictions recorded in Book 6706, Page 556, and Book 5803, Page 915 in the R.O.D.C., Tennessee;
3. Subdivision Restrictions, Building Lines and Easements of record in Plat Book 6250, Page 820 in the R.O.D.C., Tennessee;
4. Easements of record in Book 5154, Page 131 (ingress&egress); Book 4110, Page 425 (Sewer); Book 4131, Page 845 (Sewer); Book 4196, Page 561 (Sign); Book 4660, Page 8 (amend Book 5154, Page 131); Book 4300, Page 140 (Sewer); and Book 5629, Page 413 (Sign) in the R.O.D.C., Tennessee;
5. Leases of record in Book 6793, Page 878(Chili's) and Book 6806, Page 527(Walgreen Company) in the R.O.D.C., Tennessee; and
6. Rights of tenants in possession, as tenants only.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED