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THIS INSTRUMENT PREPARED BY:
Bass, Berry & Sims (DMS)
2700 First American Center
Nashville, TN 37238

BOOK 10169 PG 166

SPECIAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
J-Mar Properties, LLC 924 Smith Lane Bowling Green, KY 42103 Attn: James A. Martens	Same	26-14-34

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RIVERGATE PLAZA LLC, a Tennessee limited liability company ("Grantor"), has bargained and sold, and hereby transfers and conveys, to J-MAR PROPERTIES, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, certain real property in Davidson County, Tennessee, being more particularly described as follows:

LAND in Davidson County, Tennessee, being Lot No. 1, on the Final Plat of that Resubdivision of remaining part of Lot No. 3. Rivergate Plaza , as of record in Plat Book 4300, page 139, as revised in Plat Book 7900, page 215, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING a portion of the same property conveyed to Rivergate Plaza Joint Venture, by Quit-Claim deed from Raymond B. Hurd, Trustee for Rivergate Plaza Joint Venture, of record in Book 8450, page 587, Register's Office for Davidson County, Tennessee. Rivergate Plaza Joint Venture having been converted to Rivergate Plaza, LLC, by Articles of Conversion of record in Book 9924, page 363, Register's Office for Davidson County, Tennessee.

This is improved property known as the Rivergate Plaza Shopping Center, Goodlettsville, Tennessee.

TO HAVE AND TO HOLD said property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantee, its successors and assigns, forever.

Without limitation of any other provision hereof, said property is conveyed specifically subject to the following matters:

1. 1996 real estate taxes, which have been prorated between Grantor and Grantee.

2. Operating Agreements of record in Book 4432, page 137, amended in Book 4523, page 322, Book 4524, page 124 and in Book 7184, page 989 re-recorded in Book 7296, page 957, Register's Office for Davidson County, Tennessee.

3. Grant of Easement by and between Rivergate Plaza, Ltd., a Tennessee Limited Partnership, and Omega Associates, ltd., a Tennessee Limited Partnership, dated July 6, 1984, of record in Book 6357, page 747, Register's Office for Davidson County, Tennessee.

4. All matters shown on Plat recorded in Book 4300, page 139, as amended in Book 7900, page 215, Register's Office for Davidson County, Tennessee.

5. Reciprocal Easement Agreement as set forth in instrument recorded in Book 8450, page 572, Register's Office for Davidson County, Tennessee.

6. Utility Easement granted to Madison Suburban Utility District, as set forth in instrument recorded in Book 8835, page 461 and Book 9124, page 376, Register's Office for Davidson County, Tennessee.

7. Easement Agreements of record in Book 7185, page 132, re-recorded in Book 7297, page 112 and Book 8514, page 164, Register's Office for Davidson County, Tennessee.

Grantor covenants and binds itself and its successors and assigns to warrant specially and defend forever the title to said property to Grantee, its successors and assigns, against the lawful claims of all persons claiming through or under Grantor (excluding claims arising out of the matters set forth above), but not further or otherwise.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument, or has caused same to be executed, as of the 26th day of August, 1996.

GRANTOR:

RIVERGATE PLAZA LLC, a Tennessee limited liability company

By: Wayne R Worsley
Title: Chief Manager

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration for this transfer or value of property conveyed (whichever is greater) is $2,200,000.

Affiant

Sworn to and subscribed before me this 26th day of August, 1996.

Notary Public

My Commission Expires:

4-28-2000

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, with whom I am personally acquainted, who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged, upon oath, that he is the Chief Manager of RIVERGATE PLAZA LLC, a Tennessee limited liability company, the within named bargainor, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 26th day of August, 1996.

Notary Public

My Commission Expires:

4-28-2000

02187 12

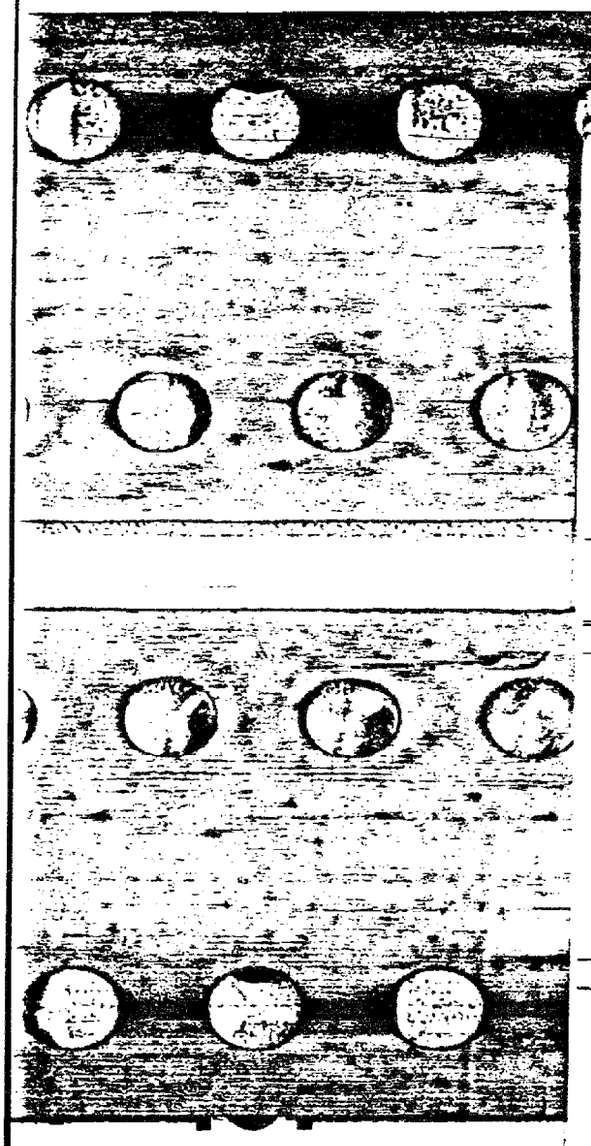
IDENTIFICATION REFERENCE

96 AUG 27 PM 3:21

RECEIVED

08/27 0101 03CHECK 8153.00

SHEETS/ 464935.01



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

RECEIVED OF _____

FOR BOOK 10169 PG 169

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

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

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 2200000.00
				CON TX 8140.00
				PRFEE 1.00
				WDEED 12.00
				TOTAL 8153.00
				CHECK 8153.00
		08/27/96	01	15:32 0001 1481

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02187 12
IDENTIF. ↑ REFERENCE

96 AUG 27 PM 3:29
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 1024019