GENERAL WARRANTY DEED

FROM: RICHARD RUSSELL REALTY, LLC,
Grantor

TO: WINDSWEPT HOLDINGS, LLC,
Grantee

This instrument was prepared by:
Jeffrey R. King
Farris, Warfield & Kanaday, PLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
9320 Wilshire Boulevard Suite 200 Beverly Hills, CA 90212	(New Owner)	92-16A-10

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REC'D FOR REC 04/17/2000 1:13:19PM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $832.50

STATE OF California)
COUNTY OF Los Angeles)

The actual consideration or value, whichever is greater, for this transfer is Two Hundred Twenty Five Thousand and No/100 Dollars ($225,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 12 day of April, 2000.

ROBERT RIEDER
Commission # 1136555
Notary Public — California
Los Angeles County
My Comm. Expires May 2, 2001

Notary Public

My Commission Expires: 2001

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Richard Russell Realty, LLC, ("**Grantor**"), has bargained and sold, and by these presents does transfer and convey unto Windswept Holdings, LLC, ("**Grantee**"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is improved property known as Suite 106B, Georgetown Place Office Condominiums, Nashville, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

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

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property, and the Property is unencumbered except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever, other than claims arising from the matters set forth on Exhibit B, to which this conveyance is expressly made subject.

Witness my hand this 14th day of April, 2000.

RICHARD RUSSELL REALTY, LLC

By: _____

Title: CHIEF MANAGER

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, Kay Fuller, a Notary Public of said County and State, personally appeared Barry Coburn, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager (or other officer authorized to execute the instrument) of RICHARD RUSSELL REALTY, LLC, the within named bargainor, a 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 Chief Manager.

Witness my hand and seal, at Office, this 14th day of April, 2000.

Kay Fuller
Notary Public

My Commission Expires: 9-23-2000

KAY FULLER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

EXHIBIT A

Property Description

Land in Davidson County, Tennessee, being Unit 106B as shown Exhibit A-1 to the Master Deed for Georgetown Place Office Condominiums of record in Book 6241, page 303, as revised by First Amendment thereto of record in Book 6431, page 85, Register's Office for Davidson County, Tennessee, together with an undivided interest in the Common Elements and other rights set forth in such Master Deed, as revised, being part of Section One of the Plan of Georgetown Place of record in Book 6050, page 30, said Register's Office.

Being the same property conveyed to Grantor by deed from Georgetown Place Associates, Ltd., of record in Book 9456, page 167, Register's Office for Davidson County, Tennessee.

The above description is the same as that contained in the prior deed.

EXHIBIT B

Encumbrances

1. Taxes for 2000 constitute a lien, but are not yet due and payable.

2. The premises herein insured is a condominium apartment established pursuant to all the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Sections 66-27-101 et seq. of the Tennessee Code Annotated, as amended, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof; also subject to easements, rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and buildings thereon; and also included without limitations all conditions, covenants, restrictions, options, burdens, assessments, and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Georgetown Place Office Condominiums, of record in Book 6241, page 303, and First Amendment thereto of record in Book 6431, page 85, Register's Office for Davidson County, Tennessee, and the By-Laws appended thereto of record in Book 6241, page 334, said Register's Office.

3. Easement retained in Metropolitan Government of Nashville and Davidson County Council Bill No. 77-577. (Applicable to common elements)

4. Rights of others in and to the common elements.

5. Subject to the liens for any unpaid assessments and/or special assessments.