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Tax Map No. 149 Parcel 328

Property Address:
2421 Murfreesboro Pike
Nashville, TN

Mail tax bills to: (Person or Agency responsible for payment of taxes):
Hedmark V,~~XXX~~ L.L.C.
11710 Old Ballas Road
St. Louis, MO 63141

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Bryan J. Stanley, Esquire
Ruden, McClosky, Smith, Schuster & Russell, P.A.
401 East Jackson Street, Suite 2700
Tampa, Florida 33602

Name and Address of Property Owner:
Boos Murfreesboro, LLC
19321-C U.S. Highway 19 N.
Clearwater, FL 33764

Davidson County DEEDWARR
Recvd: 09/07/00 11:00 4pgs
Fees:19.00 Taxes:5539.67
20000907-0088577

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 $ 1,497,209.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 18th day of July, 2000,

Notary Public Laurie E. Malkin

NOTARY PUBLIC STATE OF FLORIDA
Laurie E Malkin
My Commission CC579551
Expires Aug. 25, 2000

GENERAL WARRANTY DEED

THIS INDENTURE, is made this 18 day of ~~July~~ AUGUST, 2000. Wherever used herein, the terms "GRANTOR" and "GRANTEE" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto.

BETWEEN BOOS MURFREESBORO, LLC, a Florida limited liability company, whose address is: 19321-C U.S. Highway 19 N, Clearwater, Florida 33764, "GRANTOR," and HEDMARK V,~~XXX~~ *XXXXX, a Missouri limited liability company, whose address is 11710 Old Ballas Road, St. Louis, Missouri 63141, "GRANTEE." *L.L.C.,

WITNESSETH, that the GRANTOR, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold and by these presents do transfer and convey to the said GRANTEE forever, the land, situate, lying and being in the County of Davidson, State of Tennessee, described in Exhibit "A" attached hereto and made a part hereof.

This conveyance is subject to the exceptions set out in Exhibit "B" attached hereto and made a part hereof.

And the GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming whomsoever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed the day and year above written.

Signed, sealed and delivered in our presence:

Erin L. Lyle
(Witness Signature)
Print Name: Erin L. Lyle

Laurie E Malkin
(Witness Signature)
Print Name: Laurie E Malkin

BOOS MURFREESBORO, LLC, a Florida limited liability company

By: Boos Development Group, Inc., a Florida corporation, Managing Member

By: Robert D. Boos
Robert D. Boos
President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18th day of July, 2000, by Robert D. Boos, as President of Boos Development Group, Inc., a Florida corporation, Managing Member of Boos Murfreesboro, LLC., a Florida limited liability company, on behalf of the limited liability company and the corporation. He is [select one:]

(X) personally known to me;
or
( ) produced a Florida driver's license as identification

NOTARY PUBLIC STATE OF FLORIDA
Laurie E Malkin
My Commission CC579551
Expires Aug. 25, 2000

Laurie E Malkin
Notary Public - (Signature)
Print Name: Laurie E. Malkin
My Commission Expires: Aug 25, 2000

EXHIBIT "A"

LEGAL DESCRIPTION

LAND in Davidson County, Tennessee, being Lot No. 8, on the Plat of K-Mart Corporation, as shown on plat of record in Plat Book 7900, Page 289, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING the same property conveyed to K-Mart Corporation, a Michigan corporation, by Deed of Record in Book 7059, Page 710, Register's Office for Davidson County, Tennessee.

Being the same property as conveyed to Grantor by Warranty Deed recorded on March 22, 2000 in Instrument No. 200003220028991 in the Public Records of Davidson County, Tennessee.

EXHIBIT "B"

EXCEPTIONS

1. Taxes for the year 2000 and all subsequent years, which are not yet due and payable.

2. All matters shown on Plat recorded in Book 7900, Page 289.

3. Terms and Provisions of Memorandum of Lease by and between K-Mart Corporation and Food Lion, Inc. of record in Book 8661, Page 384.

4. Clearance Permit to Southern Bell Telephone and Telegraph Co. of record in Book 1104, Page 598.

5. Terms and Conditions of Easement Agreement as set forth in Book 8319, Page 761.

6. Terms and Conditions of Development and Operation Agreement as set forth in Book 8451, Page 516.

7. Easement(s) to Metropolitan Government of Nashville and Davidson County, as set forth in instrument recorded in Book 8899, Page 465.

8. Storm Water Detention Agreement of record in Book 8309, Page 244.

9. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 8451, Page 495, and in any allied instrument(s) referred to in said restrictions.

10. Subordination, Non-Disturbance and Attornment Agreement as of record as Instrument No. 199912210305854.