(1)

Bk 49
44154

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $3,700,000.00.

THIS INSTRUMENT PREPARED BY:
Kathryn H. Pennington
GULLETT, SANFORD, ROBINSON & MARTIN, PLLC
Third Floor
230 Fourth Avenue, North
P. O. Box 198888
Nashville, Tennessee 37219-8888
(615) 244-4994

Subscribed and sworn to before me, this 30th day of November, 2000.

LINDA PRITCHETT NOTARY PUBLIC AT LARGE DAVIDSON CO TN

Notary Public

My Commission Expires: January 26, 2002

Address new owner as follows:

Kroger Limited Partnership I
c/o Real Estate Department
2620 Elm Hill Pike
Nashville, TN 37214

Send Tax Bills to:

Same

Map-Parcel Numbers:

84-16-119

Davidson County DEEDWARR
Recvd: 12/01/00 13:49 4pgs
Fees:19.00 Taxes:13690.00
20001201-0118106

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten and No/100 ($10.00) Dollars paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **SOUTHEAST U.S. RETAIL FUND, L.P.,** a Tennessee limited partnership, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **KROGER LIMITED PARTNERSHIP I,** an Ohio limited partnership, hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Land in the 1st Civil District of Davidson County, Tennessee, shown as Lot 1 on the Plat of Donelson Kroger Shopping Center, as recorded in Instrument No. 200007100067913, Register's Office for Davidson County, Tennessee and more particularly described as follows:
>
> Beginning in the easterly margin of McGavock Pike at the northwest corner of Lot 2; Thence along said margin North 04° 10' 44" East, 138.05 feet; Thence North 04° 55' 11" East, 314.70 feet; Thence along a curve to the right, an arc distance of 44.21 feet, said curve having a radius of 30.00 feet, and a chord of North 47° 08' 04" East, 40.31 feet; Thence along the southerly margin of Park Drive, North 89° 20' 57" East, 308.58 feet; Thence leaving Park Drive and along the westerly line of the First Baptist Church of Donelson as recorded in Book 7315, page 764, South 02° 03' 28" East, 263.45 feet; Thence North 81° 51' 32" East, 5.42 feet; Thence along the lines of J. W. Evans Jr. as recorded in Book 2701, page 337, South 10° 32' 00", 397.07 feet; Thence along the northerly margin of Lebanon Road South 79° 08' 49" West, 54.51 feet; Thence along the lines of Lot 3, North 10° 45' 54" West, 148.47 feet; Thence South 87° 57' 54" West., 90.04 feet; Thence S 10° 45' 54" East, 32.74 feet; Thence along the lines of Lot 3, South 79° 52' 21" West, 52.38 feet; Thence South 10° 52' 04" East, 130.20 feet; Thence along the northerly margin of Lebanon Road, South 79° 08' 49" West, 73.09 feet; Thence along the lines of Lot 2, North 10° 50' 47" West, 197.25 feet; Thence North 00° 39' 04" West, 29.44 feet; Thence South 89° 20' 57" West, 156.19 feet to the Point of Beginning and containing 4.82 Acres

more or less, according to Plat, dated July 25, 1999 and revised January 10, 2000 and June 25, 2000, by MEC, Inc., James R. Stinson, RLS, Tennessee License No. 1621, P.O. Box 17465, Nashville, TN 37217.

Being part of the same property conveyed to Southeast U.S. Retail Fund, L.P., by Special Warranty Deed from BVT Donelson Shopping Center, a Tennessee limited partnership, dated November 17, 1999, of record in Book 11747, page 53, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:

1. Easement(s) to Metropolitan Government, of Nashville and Davidson County, as set forth in instrument recorded in Book 8463, page 437, Register's Office for Davidson County, Tennessee.

2. Easement(s) to Metropolitan Government of Nashville and Davidson County, as set forth in instrument recorded in Book 4846, page 740, Register's Office for Davidson County, Tennessee.

3. Easement(s) to Metropolitan Government of Nashville and Davidson County, as set forth in instrument recorded in Book 4305, page 831, Register's Office for Davidson County, Tennessee.

4. Rights of tenants under lease(s) described on Exhibit A attached hereto.

5. Terms and Provisions of Ground Leases of record in Book 4830, page 258 and Book 4830, page 286, as assigned in Book 9348, page 9, Register's Office for Davidson County, Tennessee.

6. Lease of record in Book 4632, page 826, Register's Office for Davidson County, Tennessee.

7. All matters shown on Plat recorded as Instrument No. 200007100067913, Register's Office for Davidson County, Tennessee, Register's Office for Davidson County, Tennessee.

This is improved property known as part of Donelson Shopping Center located at or near the intersection of Lebanon Pike and McGavock Pike, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever; Grantor covenants and binds itself, its heirs, successors and assigns, that said land is unencumbered, unless otherwise herein set out, and Grantor further covenants and binds itself to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not further or otherwise.

Grantor and Grantee hereunder intend that the lien, operation effect, dignity and priority of that certain Lease and Lease Agreement both dated August 23, 1972, by and between Four Star Properties, Inc. and The Kroger Co., with the Lease being recorded in Book 4632, page 826, aforesaid records, as subsequently amended and modified, all of which are listed and described under the heading "Kroger Store U-845" on Exhibit A attached hereto, together with all other documents, instruments, or agreements evidencing or otherwise relating to the leasehold interest evidenced by said lease documents (collectively, the "Kroger Lease Documents") shall remain unimpaired and unaffected by the conveyance hereunder and shall not merge with the interest of

Grantee hereunder, but shall be and remain separate and distinct. For purposes of priority as between (i) intervening or inferior liens and encumbrances, if any, on or against the Premises and (ii) the encumbrance of the Kroger Lease Documents, the right of the "Tenant" under the Kroger Lease Documents to exercise its rights and enforce its remedies under any of the Kroger Lease Documents or to enforce any other remedies is expressly preserved hereby. The priority of the Kroger Lease Documents is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Kroger Lease Documents to any other liens or encumbrances whatsoever.

IN WITNESS WHEREOF, this instrument has been executed this 30th day of November, 2000.

GRANTOR:

SOUTHEAST U.S. RETAIL FUND, L.P.,
a Tennessee limited partnership

By: **Six Pines Venture, L.C.,**
a Texas limited liability company,
general partner

By: _____

Name: Arthur F. Preston

Title: Executive Vice President

STATE OF Texas)
COUNTY OF Montgomery)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Arthur F. Preston, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is Executive Vice-President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 30th day of November, 2000.

_____
Notary Public

My Commission Expires: _____

JANE A. SWEARINGEN
Notary Public, State of Texas
My Commission Expires
JANUARY 28, 2003.

EXHIBIT A

A. Kroger Store U-845

1. Lease and Lease Agreement both dated August 23, 1972 by and between Four Star Properties, Inc., an Alabama corporation, as landlord, and The Kroger Co., as tenant.

2. Lease Modification Agreement No. 1 dated December 11, 1972.

3. Lease Modification Agreement No. 2 dated April 16, 1973.

4. Lease Modification Agreement No. 3 dated May 22, 1974.

5. Lease Modification Agreement No. 4 dated July 19, 1974.

6. Lease Modification Agreement No. 5 dated August 28, 1978.

7. Lease Modification Agreement No. 6 dated February 26, 1979.

8. Letter Agreement dated March 2, 1979.

9. Amended Lease dated February 22, 1984.

10. Lease Modification Agreement No. 7 dated February 22, 1984, which canceled Lease Modification Agreements No. 2, No. 3, No. 4, No. 5 and No. 6.

11. Subordination, Non-Disturbance and Attornment Agreement dated April 27, 1988, by and between The Kroger Co., as tenant, BVT Donelson Shopping Center LTD., as landlord, and Berliner-Handels and Frankfurter Bank, as mortgagee.

B. Simmons Barber Shop

1. Lease dated February 1, 1991 by and between BVT Donelson Shopping Center, LTD., as landlord, and Mr. H. L. Simmons, Jr., d/b/a Simmons Barber Shop, as tenant.

2. Lease Amendment dated March 29, 1996.