Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Davis Street Land Company of Tennessee, L.L.C., as Trustee c/o Davis Street Land Company 630 Davis Street, Suite 200 Evanston, IL 60201	117-14-55 117-10-134	Same

Davidson County DEEDWARR
Recvd: 04/04/01 13:14 8pgs
Fees:35.00 Taxes:306175.00
20010404-0032779

This instrument prepared by: Boult, Cummings, Conners & Berry, PLC
414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219

SPECIAL WARRANTY DEED

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 all of which are hereby acknowledged, Green Hills Associates, a Texas joint venture composed of Minn-Tenn, Inc., a Minnesota corporation and Nashville Land Associates General Partnership, a Delaware general partnership, (the "Grantor") has bargained and sold, and by these presents transfers and conveys to Davis Street Land Company of Tennessee, L.L.C., a Delaware limited liability company, not personally, but solely as Trustee of the Green Hills Mall Trust (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those matters listed on Exhibit B, attached hereto and incorporated herein by reference (the "Permitted Exceptions").

This is improved property located at 2126 Abbott Martin Road, Nashville, Davidson County, Tennessee.

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

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except that no warranty is made as to the amount of acreage in the Property.

This document may be executed in multiple counterparts which shall together constitute a single document.

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $82,750,000.00.

Thomas P Stuffy
Affiant

Subscribed and sworn to before me this 4th day of April, 2001.

Loretta B Lane
Notary Public
My Commission Expires: 3/23/2002

LORETTA B. LANE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

0706551.02
102434-001 04/04/2001

IN WITNESS WHEREOF, the Grantor has executed this Deed as of this 4th day of April, 2001.

GREEN HILLS ASSOCIATES, a Texas joint venture

By: Minn-Tenn, Inc., Venturer

By: Michael F. Kelly

Title: President

By: Nashville Land Associates Limited Partnership, Venturer

By: Green Hills Land Company, General Partner

By: _____

Title: _____

By: GH Land, LLC, General Partner

By: _____

Title: _____

By: Peninsula Land Company, General Partner

By: _____

Title: _____

STATE OF Minnesota
COUNTY OF Hennepin

Personally appeared before me, Karen E. Kunze, Notary Public, Michael F. Kelly, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is President of Minn-Tenn, Inc., a corporation, which corporation is a joint venturer of Green Hills Associates, a Texas joint venture, and is authorized to execute this instrument on behalf of Minn-Tenn, Inc., a joint venturer of Green Hills Associates.

WITNESS my hand, at office, this 26th day of March, 2001.

KAREN E. KUNZE
NOTARY PUBLIC – MINNESOTA
My Comm. Expires Jan. 31, 2005

Karen E. Kunze
Notary Public
My Commission Expires: 1-31-05

0706551.01
102434-001 03/13/2001

IN WITNESS WHEREOF, the Grantor has executed this Deed this 4th day of April, 2001.

GREEN HILLS ASSOCIATES, a Texas joint venture

By: Minn-Tenn, Inc., Venturer

By:_____

Title:_____

By: Nashville Land Associates Limited Partnership, Venturer

By: Green Hills Land Company, General Partner

By: Andrew H McQueen

Title: Vice President

By: GH Land, LLC, General Partner

By: Andrew H McQueen

Title: Vice President

By: Peninsula Land Company, General Partner

By: Andrew H McQueen

Title: Vice President

STATE OF _____
COUNTY OF _____

Personally appeared before me, _____, Notary Public, _____, with whom I am personally acquainted and who acknowledged that ___ executed the within instrument for the purposes therein contained and who further acknowledged that ___ is _____ of Minn-Tenn, Inc., a corporation, which corporation is a joint venturer of Green Hills Associates, a Texas joint venture, and is authorized to execute this instrument on behalf of Minn-Tenn, Inc., a joint venturer of Green Hills Associates.

WITNESS my hand, at office, this ____ day of _____, 2001.

_____
Notary Public
My Commission Expires:_____

STATE OF Delaware
COUNTY OF New Castle

Personally appeared before me, Jody B. Cosner, Notary Public, Andrew H. McQuarrie, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is Vice President of Green Hills Land Company, general partner of Nashville Land Associates Limited Partnership, which partnership is a joint venturer of Green Hills Associates, a Texas joint venture, and is authorized to execute this instrument on behalf of Green Hills Land Company, general partner of Nashville Land Associates Limited Partnership, a joint venturer of Green Hills Associates.

WITNESS my hand, at office, this 15th day of March, 2001.

Jody B. Cosner
Notary Public
My Commission Expires: 11/2/01

STATE OF Delaware
COUNTY OF New Castle

Personally appeared before me, Jody B. Cosner, Notary Public, Andrew H. McQuarrie, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is Vice President of GH Land, LLC, general partner of Nashville Land Associates Limited Partnership, which partnership is a joint venturer of Green Hills Associates, a Texas joint venture, and is authorized to execute this instrument on behalf of GH Land, LLC, general partner of Nashville Land Associates Limited Partnership, a joint venturer of Green Hills Associates.

WITNESS my hand, at office, this 15th day of March, 2001.

Jody B. Cosner
Notary Public
My Commission Expires: 11/2/01

STATE OF Delaware
COUNTY OF New Castle

Personally appeared before me, Jody B. Cosner, Notary Public, Andrew H. McQuarrie, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is Vice President of Peninsula Land Company, general partner of Nashville Land Associates Limited Partnership, which partnership is a joint venturer of Green Hills Associates, a Texas joint venture, and is authorized to execute this instrument on behalf of Peninsula Land Company, general partner of Nashville Land Associates Limited Partnership, a joint venturer of Green Hills Associates.

WITNESS my hand, at office, this 15th day of March, 2001.

Jody B. Cosner
Notary Public
My Commission Expires: 11/2/01

EXHIBIT A

TRACT I (FORMERLY TRACTS I AND II)

Being a parcel of land in Nashville, First Civil District, Twenty-Fifth Councilmanic District, Davidson County, Tennessee, generally located between Crestmoor Road and Abbott Martin Road and between Cleghorn Avenue and Hillsboro Pike being property conveyed to Green Hills Associates by deed of record in Book 7912, page 261, R. O. D. C. and also being Parcels A and C and Green Hills Village Drive shown on the Green Hills Village Subdivision of record in Plat Book 2330, page 81, R.O.D.C. and parts of Lots 3 through 6 on the map of J. C. Bumford's Subdivision (unrecorded) and part of Lot 12 on the Plan of Andrew Castleman Lands of record in Minute Book J, page 30, R.O.D.C., and being more particularly described as follows:

Beginning in the northerly right-of-way line of Abbott Martin Road, as widened being the new southwesterly corner of property conveyed to Exxon Corporation by deed of record in Book 7796, page 48, R.O.D.C.;

THENCE, along said northerly right-of-way line the following calls;

with a curve to the left, 31.96 feet to a set iron pin, said curve having a central angle of 05° 32' 55", a radius of 330.05 feet, a tangent of 15.99 feet and a chord of N 88° 20' 00" W 31.95 feet;

S 88° 45' 25" W, 33.63 feet to a set iron pin;

N 88° 14' 00" W, 180.00 feet to an old iron pin;

N 01° 46' 00" E, 4.00 feet to an old iron pin;

N 88° 14' 00" W, 470.00 feet to a set iron pin;

S 18° 45' 00" W, 4.18 feet to a set iron pin;

N 88° 14' 00" W 89.60 feet to a set iron pin in the southwesterly corner of this property;

THENCE, along the westerly line of this parcel the following calls;

N 01° 46' 00" E, 157.22 feet to a set P.K. nail;

N 87° 51' 00" W, 50.78 feet;

N 02° 09' 59" E, 254.79 feet to a set iron pin in the southerly line of property conveyed to Battleship, L.L.C. by deed of record in Book 11495, page 893 R.O.D.C.;

THENCE, with the property of Battleship, L.L.C. and with property conveyed to Green Hills Commons; L.L.C. by deed of record in Book 12016, page 69, R.O.D.C. the following calls;

S 87° 53' 00" E 86.64 feet to a set iron pin;

N 19° 45' 00" E, 357.14 feet to a set iron pin;

with a curve to the right, 148.68 feet to a set iron pin, said curve having a central angle of 21° 26' 00", a radius of 397.46 feet, a tangent of 75.22 feet and a chord of N 30° 28' 00" E 147.82 feet;

N 41° 11' 00" E, 160.86 feet to an old iron pin in the southerly line of property conveyed to Metropolitan Government by deed of record in Book 4027, page 113, R. O. D. C.;

THENCE, along the southerly line of said Metropolitan Government property and along the southerly line of Green Hills Village Drive, S 87° 45' 00" E, 100.00 feet to an old concrete monument;

THENCE, along the southerly line of property conveyed to Green Hills, L.P. by deed of record in Book 9359, page 655, R.O.D.C. and along the southerly line of Hillsboro Views a subdivision of record in Plat Book 974, page 64, R.O.D.C., S 87° 37' 20" E, 912.33 feet to a painted point in the westerly right-of-way line of Hillsboro Pike;

THENCE, along said westerly right-of-way line S 22° 26' 24" W, 467.59 feet to a set iron pin in the northeasterly corner of property conveyed to Third National Bank by deed of record in Book 5946, page 136, R.O.D.C.;

THENCE, along said Third National Bank property the following calls;

N 87° 47' 00" W, 151.52 feet to a set iron pin;
S 02° 32' 50" W, 114.50 feet to a set iron pin;
S 87° 47' 00" E, 110.00 feet to a set iron pin in the westerly right-of-way line of Hillsboro Pike;

THENCE, along said right-of-way line, S 22° 26' 24" W, 345.07 feet to a set P.K. nail in the northeasterly corner of property conveyed to Exxon Corporation by deed of record in Book 7796, page 48, R.O.D.C.;

THENCE, along the northerly line of said Exxon property, N 86° 06' 00" W, 150.00 feet to a set iron pin;

THENCE, along the westerly line of said Exxon property, S 22° 32' 00" W, 132.76 feet to the point of beginning.

Tract II

Being a parcel of land in Nashville, First Civil District, Twenty-fifth Councilmanic District, Davidson County, Tennessee, generally located on the southerly side of Crestmoor Road east of Cleghorn Avenue being part of Lot 11 and the easterly 50 feet of Lot 12, Block B, on the Plan of Hillsboro Views Development Company's Subdivision of record in Book 974, pages 64 and 65, R.O.D.C. and being more particularly described as follows:

Beginning at an old iron pin in the southerly line of Lot 12;

THENCE, crossing Lot 12, N 03 ° 00' 57" E, 182.71 feet to a set iron pin in the southerly right-of-way of Crestmoor Road (60-foot right-of-way);

THENCE, along said southerly right-of-way, S 86° 56' 11" E, 149.78 feet to a set iron pin in the northeasterly corner of Lot 11;

THENCE, along the easterly line of Lot 11, S 03° 09' 29" W, 181.14 feet to a set iron pin in the southerly line of Lot 11;

THENCE, along said southerly line, N 87° 32' 17" W, 149.34 feet to the point of beginning.

Being property conveyed to Grantor by deeds of record in Book 7912, page 249 and Book 7912, page 261, Register's Office for Davidson County, Tennessee.

This conveyance includes the Grantor's rights in and to the following easements:

(a) Those easements created pursuant to that certain Developer's Easement Area of record in Book 5786, page 809, R.O.D.C.
(b) Non-exclusive rights to park pursuant to instrument of record in Book 4315, page 556, R.O.D.C.
(c) Those mutual easements for pedestrian and vehicular ingress/egress and for vehicular parking over the bank site as set out in Easement Agreement of record in Book 5946, page 141, R.O.D.C.
(d) Those easements crated pursuant to that certain Reciprocal Easement Agreement of record in Book 5939, page 755, R.O.D.C.

TOGETHER WITH THE FOREGOING, BUT WITHOUT WARRANTY, all of Grantor's rights in and to any interests of Grantor, reversions, rights of reverter, or any other future interest that may now or hereafter exist pursuant to the terms of that certain Deed of record in Book 4027, page 113, Registers Office for Davidson County, Tennessee.

EXHIBIT B

1. Taxes for the year 2001, which have been prorated between the parties. Map 117-14-55
Map 117-10-134 (which includes Tract V) is currently assessed by the Metropolitan Trustee as property of the Metropolitan Government of Nashville and Davidson County, Tennessee.

2. Easement to City of Nashville of record in Book 2026, page 77, said Register's Office.

"Perpetual right to enter and to erect, maintain, repair, rebuild, operate and patrol electric power distribution line and communication circuits, including the right to clear said utility easement and keep same clear of brush, timber, inflammable structures and fire hazards.

3. Slope easement of record in Book 4051, page 294, said Register's Office.

4. Water main easements in and around Green Hills Village Drive of record in Book 3124, page 270, said Register's Office.

5. The rights, covenants and conditions as contained in deed from Green Hills Company, Inc. to Jack M. Bass, Jr., recorded in Book 4315, page 556, said Register's Office.

6. Fifteen foot easement of access for the purpose of maintaining, repairing, etc., certain water mains, of record in Book 3340, page 78, said Register's Office.

7. Two permanent drainage easements granted the Metropolitan Government of record in Book 4031, page 883, said Register' s Office.

8. Thirty foot permanent sanitary sewer and/or storm drainage easement of record in Book 3913, page 932, said Register's Office.

9. Easement agreement for parking etc., granted the Junior League of Nashville, of record in Book 5302, page 163, as amended in Book 5894, page 712, as amended and restated by Amended and Restated Easement Agreement of record as Instrument No. 200004170038504, said Register's Office.

10. An agreement dated August 13, 1981, executed by and between South Central Bell Telephone Company and Intereal Company, recorded in Book 5786, page 809, said Register's Office.

11. An Reciprocal Easement for ingress, egress and parking dated September 23, 1982, executed by and between Third National Bank and Intereal Company, recorded in Book 5946, page 141, said Register's Office.

12. Subordination, Non-Disturbance and Attornment Agreement between Carrabba's/Rocky Top, Limited Partnership and Green Hills Associates, of record as Instrument No. 200006290064634, said Register's Office.

13. A 10 foot easement for water mains and appurtenances of record in Book 7405, page 30, said Register's Office.

14. Lease dated March 23, 1954 by and between Green Hills Village, Inc. and Castner Knott Green Hills Store Co., Inc. of record in Book 2285, page 557, said Register's Office, as amended.

15. Short Form Lease between Green Hills Associates and Morrison Incorporated d/b/a Silver Spoon or Sonoma Grill of record in Book 8447, page 926, said Register's Office.

16. Memorandum of Lease between Green Hills Associates and Carlyle & Co. of Kingsport of record in Book 8848, page 466, said Register's Office.

17. Short Form Lease between Green Hills Associates and Morrison Restaurants, Inc. of record in Book 9474, page 662, said Register's Office.

18. Deed of Parking Easement between Green Hills Associates and The Kroger Company of record in Book 8906, page 160, said Register's Office.

19. Easement of record in Book 8232, page 952, Register's Office for Davidson County, Tennessee.

20. Bill of Sale and Easement for a 8 inch and 6 inch water main dated June 30, 1960 executed by Green Hills Village, Inc. to Nashville Suburban Utility District of record in Book 3124, page 270, said Register's Office.

21. An easement for electric power overhead and underground as granted to the Metropolitan Government by document of record in Book 5902, page 95, said Register's Office.

22. An Agreement for dedication of easement for water main 10 feet in width, dated September 19, 1974, as quitclaimed to Metropolitan Government of Nashville and Davidson County, recorded in Book 4858, page 385, said Register's Office.

23. Easement 20 feet wide for sanitary sewer granted Metropolitan Government of record in Book 3913, page 936, said Register's Office.

24. Easement for free parking purposes as granted to Harlan Dodson, Trustee of record in Book 4015, page 412, said Register's Office; said easement was further granted to the Metropolitan Government of Nashville by deed of record in Book 4027, page 113, said Register's Office.

25. Reciprocal Easement Agreement between Intereal Company and Alstores Realty Corporation and The Cain Sloan Company, dated July 30, 1982 of record in Book 5939, page 755, said Register's Office.

26. Matters shown on survey prepared by Barge, Waggoner, Sumner & Cannon dated March 7, 2001, last revised April 2, 2001, Wendell Talley, Registered Land Surveyor, Licence No. 785, 211 Commerce Street, Suite 600, Nashville, Tennessee.

27. Lease between Intereal Company and Gus Mayers Stores, Inc. dated August 18, 1972, as assigned by Assignment and Assumption of Lease Agreement dated July 24, 1975, of record in Book 4935, page 585, said Register's Office, and a Memorandum of Lease Agreement, dated April 22, 1982, of record in Book 5882, page 106, said Register's Office.