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SPECIAL WARRANTY DEED

FROM: Louis J. Resha Jr., Raymond M. Resha, and SunTrust Bank, a Georgia corporation (successor in interest to SunTrust Bank, Nashville, N.A.), as Successor Trustee under the Last Will and Testament of Annie Davis Resha, Grantors

TO: Lenox Village I LLC, a Tennessee limited liability company, Grantee

This instrument was prepared by:
Warren H. Wild, Jr.
Stites & Harbison PLLC
Suite 1800
SunTrust Center
Nashville, Tennessee 37219

Davidson County DEEDWARR
Recvd: 07/03/01 11:04 6pgs
Fees:33.00 Taxes:5974.61
20010703-0070464

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
Lenox Village I, LLC c/o David C. McGowan, Jr. 1524 Fernwood Court Brentwood, TN 37027	Same	Map 172-00-0, Parcel 089.00 Map 173-00-0, Parcel 062.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One Million Six Hundred Fourteen Thousand Seven Hundred Sixty and No/100 Dollars ($1,614,760.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 2nd day of July 2001.

NOTARY PUBLIC

My Commission Expires: 1-31-2004

FOR AND IN CONSIDERATION OF the sum of One Million Six Hundred Fourteen Thousand Seven Hundred Sixty and No/100 Dollars ($1,614,760.00), the receipt and sufficiency of which are hereby acknowledged, Louis J. Resha, Jr., Raymond M. Resha and SunTrust Bank, a Georgia corporation (successor in interest to SunTrust Bank, Nashville, N.A.), as Successor Trustee under the Last Will and Testament of Annie Davis Resha (the "Grantors") have bargained and sold, and by these presents do transfer and convey unto Lenox Village I LLC (the "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 together with all improvements, buildings and structures located thereon (the "Property").

The Property is improved property known as 6026 and 6028 Nolensville Road, 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 the Grantee, its successors and assigns forever.

And Grantors do covenant and bind Grantors, their heirs, successors and assigns to warrant and forever defend the title to the Property to the Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

Witness our hands this 2nd day of July, 2001.

GRANTORS:

Louis J. Resha, Jr.

Raymond M. Resha

SunTrust Bank, a Georgia corporation (successor in interest to SunTrust Bank, Nashville, N.A.), as Successor Trustee under the Last Will and Testament of Annie Davis Resha

By:

Its: Group Vice President

GRANTEE:

LENOX VILLAGE I LLC

By:

Its:

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, Debbie L. Butler, a Notary Public of said County and State, Louis J. Resha, Jr., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nash. TN, this 2nd day of July, 2001.

Debbie L. Butler
Notary Public

My Commission Expires: My Commission Expires NOV. 30, 2002

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, ADRIANNA L. WILLIAMS, a Notary Public of said County and State, Raymond M. Resha, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in NASHVILLE, TN, this 2nd day of July, 2001.

Adrianna L. Williams
Notary Public

My Commission Expires: 1-31-2004

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, ADRIANNA L. WILLIAMS, a Notary Public of said County and State, personally appeared WILLIAM FUSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged HIM self to be the GROUP VICE PRESIDENT (or other officer authorized to execute the instrument) of SUNTRUST BANK, a Georgia corporation (successor-in interest to SunTrust Bank, Nashville, N.A.), as Successor Trustee under the Last Will and Testament of Annie Davis Resha, the within named bargainor, and that HE as such GROUP VICE PRESIDENT executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, in its capacity as Trustee under the Last Will and Testament of Annie Davis Resha by HIM self as its GROUP VICE PRESIDENT

Witness my hand and seal, at Office in NASHVILLE, TN, this 2nd day of July, 2001.

Adrianna L. Williams
Notary Public

My Commission Expires: 1-31-2004

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, ADRIANNA L. WILLIAMS, a Notary Public of said County and State, personally appeared DAVID C. McGOWAN JR. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CHIEF MANAGER of Lenox Village I 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 its CHIEF MANAGER.

Witness my hand and seal, at Office in NASHVILLE, TN, this 2nd day of JULY, 2001.

Adrianna L. Williams
Notary Public

My Commission Expires: 1-31-2004

EXHIBIT A

Property Description

Land in the 5th, formerly 7th, Civil District of Davidson County, Tennessee, being Lot No. 3 on the unrecorded plan of the Subdivision of George D. Waller's 63 Acre tract, not of record, being Lots Nos. 10, 11 and 12, on the unrecorded map of the Subdivision of a part of the King property, and an unnumbered tract lying in the rear of Lots 2 to 12 on said King Survey, and described together as follows:

BEGINNING at a point in the center line of Nolensville Pike at the common corner of Lots Nos. 2 and 3 of said Waller subdivision, being the Northwest corner of the property conveyed to Bernal and wife by deed of record in Book 1235, page 61, Register's Office for said County; thence with the center line of Nolensville Pike southerly 717 feet to a point opposite the corner of Lot 12 of said King survey, and continuing with the center line of said Pike, around a slight curve, southerly 495.2 feet to a point opposite the corner of Lots Nos. 9 and 10 of said King survey; thence easterly and along the line between Lots Nos. 9 and 10, 889 feet to the common easterly corner of said Lots; thence South 21° 08' East 500 feet to a point in the rear line of Lot No. 7; thence with the rear line of Lots Nos. 2 to 7 inclusive, South 44° 08' East 1019.6 feet to a point at the corner of Lots Nos. 1 and 2; thence along the North line of Lot 1 easterly 420 feet more or less to a point; thence North 2° 30' West 1259.35 feet to a point in Steele's line; thence with Henry Steele's line South 79° 50' West 405 feet to a point; thence North 4°East 499 feet to a point in the line between Lots Nos. 2 and 3 of said Waller survey; thence with the line between said lots, South 89° West 1273-1/2 feet to the point of beginning.

Included in the above described tract of land, but specifically excluded from any conveyance made pursuant hereto is the property conveyed to Louis J. Resha, Jr. and Raymond M. Resha by deeds from Annie D. Resha of record in Book 8756, page 233, Book 8848, page 42, Book 9234, page 124, and Book 9849, page 221, all as of record in the Register's Office for Davidson County, Tennessee. Also included in the above described tract of land, but specifically excluded therefrom is the property conveyed to Louis J. Resha, Jr. and Raymond M. Resha by deed from SunTrust Bank, Nashville, National Association, as Successor Trustee under the Last Will and Testament of Annie Davis Resha of record as Instrument No. 2000011100002871, in the Register's Office for Davidson County, Tennessee.

Being part of the property conveyed to Ann D. Resha by deed from Herbert E. Bernal and wife, Anna M. R. Bernal, of record in Book 2278, page 165, Register's Office for Davidson County, Tennessee, Ann D. Resha having since died and by her will of record in Will Book 205, page 258, of the Office of the Probate Court Clerk for Davidson County, Tennessee, title to the property having vested in Louis J. Resha, Jr., individually, an undivided ½ interest, and in Louis J. Resha, Jr., Trustee for Raymond M. Resha, an undivided ½ interest. A certified copy of the will was filed for record in Book 11253, page 795, in the Register's Office for Davidson County, Tennessee. Louis J. Resha, Jr., Trustee, has since conveyed his undivided ½ interest as trustee to SunTrust Bank, Nashville, National Association (now known as SunTrust Bank, a Georgia corporation), Successor Trustee, under the Trust Estate set out under the will of Annie Davis Resha by deed of record in Book 11271, page 34, in the Register's Office for Davidson County, Tennessee. Being the same property conveyed to Raymond M. Resha as to a 1/6 undivided interest by deed from SunTrust Bank, a Georgia corporation, as Successor Trustee of record as Instrument No. 200104100035557, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Encumbrances

1. Taxes for the year 2001, a lien, which are not yet due and payable which have been prorated and will be paid by Grantee.

2. Any portion of the Property located within the bounds of any public right of way, road, street or highway.

3. Rights of the following tenants which have been assigned to and assumed by Grantee:

6026A Nolensville Rd. (AKA 6026 Nolensville Rd.) – Lease Agreement executed on October 1, 2000, with Doug Gluntz.

6026B Nolensville Road (AKA 6028 Nolensville Rd.)– Lease Agreement executed on February 23, 2001, with Margarette Danel Resha.

4. Applicable building and zoning laws.

5. Encroachments, easements and any other matters affecting Property that would be disclosed by a survey or an inspection of the Property.

6. Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries or other facts which a correct survey would show.

7. Title to that portion of the insured property within the bounds of Nolensville Pike.

8. Subject to "Roll-back" taxes for the statutory period if the land is converted to a use other than those stipulated in the provisions of TCA 67-5-1001 through 67-5-1010.