SPECIAL WARRANTY DEED

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Laurel House 2001, L.P. 806 South Sixth Avenue Nashville, Tennessee 37206	Map 93-9 Parcels 304 and 305	OWNER

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

WHEREAS, the Arts Center Redevelopment Plan (the "Redevelopment Plan") has been adopted pursuant to that certain ordinance No. 098-1188, as amended by Ordinance No. 099-1761 by the Metropolitan Council of the Metropolitan Government of Nashville and Davidson County, Tennessee (the "Metropolitan Ordinance"); and

WHEREAS, Grantor (as defined below) owns certain real property located within the geographic area of the Arts Center Redevelopment Project, as described in the Redevelopment Plan (the "Redevelopment Area"), including without limitation the Property (as defined below) ; and

WHEREAS, in order to finance a portion of the costs of the acquisition and/or sale of the Property (as hereinafter defined), as authorized pursuant to the Metropolitan Ordinance and the provisions of Tenn. Code Ann. § 13-20-101, et. seq. (the "Act), Grantor has issued its Promissory Note dated as of December 19, 2001 in the amount of Five Hundred Thousand and No/100 Dollars ($500,000.00) (such note and all modifications, extensions, renewals and replacements thereof being collectively referred to as the "TIF Note"); and

WHEREAS, pursuant to the Redevelopment Plan and Sections 13-20-202, 13-20-204, 13-20-209, and 13-20-210 of the Tenn. Code Ann., as amended to date, Grantor is authorized to sell the Property for redevelopment purposes.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND IN CONSIDERATION of the sum of One Dollar ($1.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, a public body and a body corporate and politic organized under the Tennessee Housing Authorities Law, Tenn. Code Ann. § 13-20-101, et. seq. (the "Grantor"), by

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer or value of the Property (which ever is greater) is $735,000.00

Affiant

Subscribed and sworn to before me this 19th day of December, 2001.

Notary Public
My Commission Expires:

BARBARA S. WILLIAMS
Notary Public, Davidson Co. TN
My Comm. Expires May 28, 2003

Davidson County DEEDWARR
Recvd: 12/20/01 09:25 4pgs
Fees:23.00 Taxes:2719.50

20011220-0140461

these presents hereby sells, assigns, transfers and conveys to LAUREL HOUSE 2001, L.P., a Tennessee limited partnership (the "Grantee"), Grantee's successors and assigns, all of Grantor's right, title, and interest in and to certain land located at 1101 Laurel Street, in Nashville, Davidson County, Tennessee, as more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

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

Being the same property conveyed to Grantor by deed of record ~~in~~ as ~~Book ____, page ____~~, in the Register's Office of Davidson County.
Instrument # 20011220-0140460

By acceptance of this Special Warranty Deed, Grantee, for itself, its successors and assigns, covenants that, Grantee shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental of the Property, or in the use or occupancy of the Property or any improvements erected or to be erected thereon, and (ii) until the TIF Note has been repaid in full, Grantee shall not take or support any action or contest any assessment or imposition of property taxes on the Property which would interfere with the ability of Grantor to meet its obligations under the TIF Note. Until the TIF Note has been paid in full, Grantee hereby agrees not to contest or permit others to contest any prior assessment or imposition or assessment at or below the minimum amount required to enable Grantor to meet its tax increment obligations and shall not initiate or permit others to initiate any contest of any future assessment or imposition unless Grantee first obtains Grantor's consent in writing. Any request for approval by Grantor shall set forth the basis of any proposed contest and Grantee's proposed valuation of the Redevelopment Parcel.

The Property is conveyed expressly subject to all limitations, restrictions, and encumbrances as may affect the Property, except that Grantor represents and warrants that the Property is free from all encumbrances made or suffered by Grantor during Grantor's period of ownership.

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

IN WITNESS WHEREOF, the Grantor has executed this Deed as of this 19th day of December, 2001.

GRANTOR:

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: _____

Gerald F. Nicely
Secretary and Executive Director

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Barbara S. Williams, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gerald F. Nicely, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Secretary and Executive Director of Metropolitan Development and Housing Agency, a public body and a body corporate and politic organized under the Tennessee Housing Authorities Law, T.C.A. §§ 13-20-101, et seq., the within named bargainor, and that he as such Secretary and Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Agency by himself as such Secretary and Executive Director.

Witness my hand and seal, at office in Nashville, Tennessee, this the 19th day of December, 2001.

Barbara S. Williams
NOTARY PUBLIC
My Commission Expires: BARBARA S. WILLIAMS Notary Public, Davidson Co. TN My Comm. Expires May 28, 2003



EXHIBIT A
PROPERTY DESCRIPTION

Tract I:

Parcel 304: Land in Davidson County, Tennessee, to wit:

Being Lot No. 299, on the Plan of McNairy's West Nashville Lots, as of record in Minute Book "C", pages 136 and 137, and Plan Book 1, page 15, Chancery Court at Nashville.

Said Lot No. 299 fronts 50 feet on the southerly side of Laurel Street and runs back between parallel lines, 175 feet to an alley.

Tract II:

Parcel 305: Land in Davidson County, Tennessee, to wit:

Being Lots Nos. 297 and 298 on the Plan of McNairy's West Nashville Lots, as of record in Plan Book 1, page 15 and Minute Book C, pages 136 and 137, Chancery Court at Nashville. Said lots front 50 feet each on the southerly side of Laurel (formerly Locust) Street and run back between parallel lines 175 feet to an alley, said Lot No. 297 running back with the westerly margin of 11th Avenue South.