This instrument prepared by:
Stahl Cowen Crowley LLC
55 West Monroe, Suite 500
Chicago, Illinois 60603

Davidson County DEEDWARR
Recvd: 12/28/01 13:43 7pgs
Fees:38.00 Taxes:33281.50
20011228-0143733

SPECIAL WARRANTY DEED

Address New Owner as Follows:	*Send Tax Bills To:*
Nashridge, LLC c/o Lawrence A. Shapin 11200 Easum Road Louisville, Kentucky 40299	Nashridge, LLC c/o Berg & Jones, PLLC 718 West Main Street, Suite 202 Louisville, Kentucky 40202
Map & Parcel No.: Map 163, Parcel 346	

This Special Warranty Deed has been executed and delivered this 28th day of December, 2001. For and in consideration of the sum of ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NT Acquisition - Portfolio Two L.P., a Delaware limited partnership ("Grantor"), for itself, its successors and assigns, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and does hereby grant, bargain, sell, alien, remise, release, convey and confirm, to Nashridge, LLC, a Kentucky limited liability company ("Grantee"), and Grantee's successors and assigns forever, the following described parcel of real property located in Davidson County, Tennessee, to wit:

PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder, and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenants with Grantee that it is lawfully seized and possessed of the Property in fee simple; that it has good right to sell and convey same and that except for those matters described in Exhibit B attached hereto and made a part hereof (hereinafter referred to as the "Permitted Exceptions"), the above-described land is free and clear of all

encumbrances made by Grantor, and that, subject to and except for the Permitted Exceptions, Grantor hereby warrants and will defend the title to the above-referenced land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date first stated above.

NT Acquisition - Portfolio Two L.P.

By: NT Management - Portfolio Two, its general partner

By: _____
Name: John F. Quinn
Title: President

STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of December, 2001, by John F. Quinn, President, of NT Management - Portfolio Two, Inc., the general partner of NT Acquisition - Portfolio Two, L.P., a Delaware limited partnership, on behalf of the said partnership.

"OFFICIAL SEAL"
TAMI A. DEACON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/18/2004

Tami Deacon
Notary Public

My Commission Expires: 8/18/04

AFFIDAVIT

STATE OF Illinois)
)
COUNTY OF Cook)

The actual consideration or value, whichever is greater, for this transfer is $8,995,000.00.

John R. Joyce
Affiant

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

"OFFICIAL SEAL"
TAMI A. DEACON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/18/2004

Tami Deacon
Notary Public

My Commission Expires: 8/18/04

EXHIBIT "A"

Legal Description

Being a certain tract of land lying in the 28th Councilmanic District of Davidson County, Tennessee, and bounded generally by Hickory Hollow, Ltd. in the north, Crossings Blvd. in the east, Hickory Downs Development, Inc. in the south, and Interstate 24 in the west, and being Lot No. 2 as shown on the Plan of The Crossings at Hickory Hollow, Phase II, of record in Book 9700, page 511, Register's Office for Davidson County, Tennessee, more particularly described according to survey by Thomas, Miller & Partners, Kevin A. Edmonson, Tenn. R.L.S. No. 1515, dated August 25, 1998, last revised January 25, 1999, as follows:

Beginning at an iron pin (new) at the southeast corner of the Hickory Hollow, Ltd. property (Deed Book 7034, page 488) and in the west margin of Crossings Boulevard;

Thence, with the westerly margin of Crossings Boulevard, along a curve to the left having a central delta angle of 23 deg. 28 min. 09 sec., a radius of 2341.83 feet, an arc length of 959.25 feet, and a chord bearing and distance of South 29 deg. 21 min. 47 sec. East, 952.56 feet to a punch-out in the sidewalk (old) at the northeast corner of Hickory Downs Development, Inc. (Deed Book 9534, page 423);

Thence, with the north line of Hickory Downs Development, South 45 deg. 08 min. 36 sec. West, 403.61 feet to an "x" in a rock in the easterly right-of-way of the Interstate 24 off-ramp to Hickory Hollow Parkway;

Thence, with easterly right-of-way of Interstate 24 off-ramp for the next seven calls:

North 41 deg. 40 min. 31 sec. West, 29.69 feet to an iron pin (old) as set by RLS #1512;

Along a curve to the left having a central delta angle of 03 deg. 55 min. 18 sec., a radius of 5899.58 feet, an arc length of 403.81 feet, and a chord bearing and distance of North 43 deg. 38 min. 10 sec. East, 403.73 feet to an iron pin (new);

North 46 deg. 27 min. 45 sec. West, 100.91 feet to a concrete monument (old);

North 36 deg. 37 min. 53 sec. West, 120.32 feet to an iron pin (old) as set by RLS #1512;

North 28 deg. 42 min. 38 sec. West, 144.48 feet to a concrete monument (old);

North 24 deg. 16 min. 01 sec. West, 400.16 feet to a concrete monument (old);

North 31 deg. 50 min. 12 sec. West, 101.35 feet to an iron pin (old) as set by RLS #1512 at the southwest corner of the aforementioned Hickory Hollow, Ltd.;

Thence, with the south line of Hickory Hollow, Ltd. for the next two calls:

South 83 deg. 59 min. 42 sec. East, 295.40 feet to an iron pin (old) as set by RLS #1512;

North 71 deg. 04 min. 42 sec. East, 270.48 feet to the point of beginning and containing 508,856.30 square feet, or 11.68 acres, more or less.

Said Property being benefitted by an adjacent No-Build Area as set forth in Declaration of No-Build Area dated December 15, 1997, by Hickory Downs Development, Inc., a Delaware corporation, of record in Book 10722, page 114, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to NT Acquisition-Portfolio Two, L.P., a Delaware limited partnership, by Special Warranty Deed from Butler Real Estate, Inc., a Delaware corporation, of record in Book 11368, page 499, Register's Office for Davidson County, Tennessee.

EXHIBIT B
PERMITTED EXCEPTIONS

1. Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases executed by NT Acquisition-Portfolio Two, L.P. a Delaware Limited Partnership to Gregory D. Shanks, Esq. Trustee in favor of GE Capital Business Asset Funding Corporation, dated February 22, 1999 of record Book 11368, Page 515 in the Office of the Register of Davidson County, Tennessee.

2. Assignment of Rents and Leases dated February 22, 1999 in favor of GE Capital Business Asset Funding Corporation of record in Book 11368, Page 543, in the Office of Register aforesaid.

3. UCC-1 Fixture Filing/Financing Statement naming NT Acquisition-Portfolio Two, L.P. Debtor, and GE Capital Business Asset Funding Corporation, Secured Party, of record in Book 11368, Page 565 and as File No. E00559376 in the Office of the Registered aforesaid. Amended by Financing Statement Amendment of record as Instrument No 20011019-0114061 in the Office aforesaid.

4. Covenants, conditions, restrictions, reservations, easements, liens for assessments and other matters set forth in that certain Declaration of Protective Covenants and Owners Association of record in Book 7963, Page 145, rerecorded in Book 7966, Page 60 and amended by instruments of record in Book 8085, Page 402, and Book 9730, Page 957, and supplemented by Supplemental Declaration of Protective Covenants of record in Book 10722, Page 95 in the Office of the Register of Davidson County, Tennessee.

5. Acknowledgment Regarding Supplemental Declaration of Protective Covenants dated July 24, 2000 in Instrument 200007250073371 in the Office of the Register aforesaid.

6. Matters shown on plan of record in Book 7900, Page 229, and Book 9700, Page 511, as amended by Surveyor's Certificate of Correction in Book 10728, Page 740, in the Office of the Register aforesaid, which specifically removed items Nos. 10, 11, and 12 from Plat Book 9700, Page 511, which items do not affect the property described in Schedule A of this Commitment.

7. Easement Agreement by and between Butler Real Estate, Inc. and The Crossings at Hickory Hollow Association of record in Book 10722, Page 119 in the Office of the Register aforesaid.

8. Easement Agreement between Butler Real Estate, Inc. and Hickory Hollow, Limited Partnership, of record in Book 10768, Page 835 in the Office of the Register aforesaid.

9. Terms and conditions of Lease Agreement between Butler Real Estate, Inc., Lessor, and Garden Ridge, L.P., Lessee, evidence by Memorandum of Lease of record in Book 10722, Page 129, in the Office of the Register aforesaid; assigned to NT Acquisition-Portfolio Two, L.P., a Delaware limited partnership, by Assignment of Landlord's Interest in Leases executed by Butler Real Estate, Inc., of record in Book 11368, Page 507 in the Office of the Register aforesaid.

10. Subordination, Nondisturbance and Attornment Agreement dated February 22, 1999, by Garden Ridge, L.P., Lessee, NT Acquisition-Portfolio Two, L.P., Lessor, and General Electric Capital Business Asset Funding Corporation, Lender, of record in Book 11368, Page 553, in the Office of the Register aforesaid.

11. Survey by Thomas, Miller & Partners, Kevin A. Edmonson, Tenn. R.L.S. No. 1515, Job No. 96060.50, dated August 25, 1998, last revised January 25, 1999, shows highway right of way fence encroaching subject property at two locations along the westerly side line.

12. Declaration of No Build Area dated December 15, 1997 and recorded in Book 10722, Page 114 in the Office of the Register aforesaid.

13. Subject to any and all zoning regulations, building restrictions, set back lines, if any, and easements and right of ways for public utilities applicable to this property.

14. State, County and School district taxes for the year 2002 and subsequent years.