BK 37 L

Address New Owner	Map-Parcel Numbers	Send Tax Bills To
SWITCO, LLC 811 Corporate Drive, Suite 303 Lexington, Kentucky 40503	134-168	Same
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC, 414 Union Street, Suite 1600, Nashville, Tennessee 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, KENNETH S. HAMMOND, TRUSTEE OF THE JIM W. BRADKE TRUST (the "Grantor"), has bargained and sold, and by these presents does transfer and convey, to SWITCO, LLC, a Kentucky limited liability company (the "Grantee"), Grantee's successors and assigns, the real property described on Exhibit A, 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 the matters described on Exhibit B, attached hereto and incorporated herein by reference (the "Permitted Encumbrances").

The Property is improved property known 5035 Harding Place, Nashville, Tennessee.

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

Grantor covenants with Grantee that the Property is free from all encumbrances made or suffered by Grantor, except the Permitted Encumbrances.

Grantor further covenants and binds itself to warrant and forever defend the title to the Property to Grantee and its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except claims arising under or by virtue of the Permitted Encumbrances; provided Grantor makes no warranty to Grantee as to the acreage or size of the Property.

Grantor also hereby quitclaims to Grantee all of Grantor's right, title and interest, if any, in and to the land lying within the railroad right-of-way adjoining the southern most boundaries of the Property; provided Grantor makes no warranties to Grantee with respect thereto.

Davidson County DEEDWARR
Recvd: 07/11/02 16:06 4pgs
Fees:23.00 Taxes:5180.00
20020711-0083858

IN WITNESS WHEREOF, Grantor has executed this Deed this 9th day of July, 2002.

Kenneth S. Hammond,
Trustee of The Jim W. Bradke Trust

STATE OF Illinois
COUNTY OF Cook

Personally appeared before me, Kathleen M Arnold, Notary Public, Kenneth S. Hammond, Trustee of The Jim W. Bradke Trust, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 9 day of July, 2002.

OFFICIAL SEAL
KATHLEEN M ARNOLD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/24/04

Notary Public
My Commission Expires: 5/24/04

STATE OF Tennessee
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $1,400,000.00.

Affiant

Subscribed and sworn to before me this 11th day of July, 2002.

Notary Public
My Commission Expires:

LORETTA B. LANE
NOTARY PUBLIC
DAVIDSON COUNTY, TENNESSEE
MY COMMISSION EXPIRES MARCH 25, 2006

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103070-002 07/09/02

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 4 on the Plan of Harding Industrial Park, Section Four, Revised, of record in Book 5050, page 58, Register's Office for Davidson County, Tennessee. Said land being bounded by Harding Place on the west, Ezell Pike on the east, and the CSX railroad right-of-way on its southern most boundaries and being more particularly described as follows:

Beginning at a point in the intersection of the east margin of Harding Place and the north margin of the CSX railroad right of way; thence with said margin of Harding Place, North 46 deg. 28 min. 41 sec. East 416.48 feet to a point, the beginning of a curve to the right; thence along said curve having a radius of 30.0 feet and a chord extending South 84 deg. 08 min. 10 sec. East 45.55 feet, a distance of 51.72 feet to a point in the westerly margin of Ezell Pike; thence along said margin along a curve to the right having a radius of 296.80 feet and a chord extending South 15 deg. 23 min. 31 sec. East 196.75 feet, a distance of 200.56 feet; thence South 86 deg. 02 min. east 5.00 feet; thence South 3 deg. 58 min. West 357.39 feet to a point; thence North 77 deg. 09 min. 15 sec. West 75.93 feet to a point in the north line of the CSX railroad right-of-way; thence along said line North 51 deg. 00 min. west 393.5 feet to the point of beginning and containing 2.94 acres more or less.

Being the same property conveyed to Jim W. Bradke, Trustee, by deed from Charles W. Hawkins III and Vaden Lackey Jr. of record in Book 7692, page 74, Register's Office for Davidson County, Tennessee and to Kenneth S. Hammond, Trustee of The Jim W. Bradke Trust by Order of Judgment of record as Instrument No. 20020620-0074842, Register's Office for Davidson County, Tennessee. Following the death of Jim W. Bradke, Kenneth H. Stephens was appointed successor trustee by instrument of record in Book 11475, page 424, Register's Office for Davidson County, Tennessee. Kenneth H. Stephens thereafter resigned as trustee, and Kenneth S. Hammond was appointed successor trustee by the Declaration of Appointment of Successor Trustee of record as Instrument No. 20011009-0109973, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2002 and subsequent years.

2. Reservations, covenants, restrictions, agreements, easements, setback lines and other matters of record, including, without limitation, (i) the matters shown on the Plan of Harding Industrial Park, Section Four, Revised, of record in Book 5050, page 58, Register's Office for Davidson County, Tennessee, and (ii) the easements of record in Book 4766, page 471 and Book 5189, page 330, Register's Office for Davidson County, Tennessee.

3. Zoning ordinances and other governmental laws, rules, regulations, codes, orders, and directives affecting the Property.

4. Driveways, paving, parking and other non-building improvements that encroach upon the railroad right-of-way adjoining the southern most boundaries of the Property.

5. Matters disclosed by the survey prepared by R. Scot Cherry, R.L.S., dated January 4, 2002, excluding, however, the deed of record in Book 168, page 534, Register's Officer for Davidson County, Tennessee.

6. Claims, liens and other encumbrances arising or resulting from the acts or omissions of (i) Grantee, (ii) Ronald C. Switzer, RPJ, LLC or any other affiliate of Grantee (collectively "Grantee's Affiliates"), or (iii) any party claiming by, through or under Grantee or one of Grantee's Affiliates.

7. Rights of RPJ, LLC, which is in possession of the Property.