This Instrument was prepared by:
Jonathan E. Newman, Esquire
6225 Smith Avenue – Suite B-100
Baltimore, Maryland 21209-3623
Telephone: (410) 415-7634

Davidson County DEEDWARR
Recvd: 08/12/02 11:14 5pgs
Fees:28.00 Taxes:2008.78
20020812-0097035

SPECIAL WARRANTY DEED

FROM: LBP GRASSMERE, LLC

TO: GREATER NASHVILLE ASSOCIATION OF REALTORS, INC.

Address New Owner as follows:

306 Gay Street
Nashville, Tennessee 37201

Name and Address of the Person
or Entity responsible for the
payment of Real Property Taxes:

Greater Nashville Association of Realtors, Inc.
306 Gay Street
Nashville, Tennessee 37201

Map - Parcel Numbers: Part of 132-00-0-001.00 and Field Book No. 6DA 58300

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is Five Hundred Forty-Two Thousand Nine Hundred Twelve and 50/100 Dollars ($542,912.50).

Gary Lowenthal
Affiant/Grantee

Subscribed and Sworn to before me this 9th day of August, 2002.

Devereaux A Cannon Jr.
Notary Public

My Commission Expires: 31 January 2004

11036N:020867:497473:3:NASHVILLE
073002

THIS DEED is made as of this 9th day of August, 2002, by LBP Grassmere, LLC, a Delaware limited liability company, having an address at 6225 Smith Avenue, Suite B-100, Baltimore, Maryland 21209 ("Grantor"), to Greater Nashville Association of Realtors, Inc., a Tennessee nonprofit corporation, having an address at 306 Gay Street, Nashville, Tennessee 37201("Grantee").

WITNESSETH:

Grantor, in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid by Grantee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, in fee simple and with SPECIAL WARRANTY, that certain lot or parcel of unimproved land situate in Davidson County, Tennessee, as such land is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"). Grantor's Special Warranty shall be defined as Grantor, and Grantor's successors and assigns, warranting and forever defending the title to the Property, subject to the Encumbrances (defined below), unto Grantee and Grantee's successors and assigns, against every person lawfully claiming the same or any part thereof, by, through or under Grantor, but not otherwise.

TOGETHER WITH all title, right, privilege, alleys, ways, easements, appurtenances and advantages thereunto belonging, or in anyway appertaining thereto including but not limited to the Declaration of Obligations Encumbering Lot Owners and Easement for Ingress and Egress of record as Instrument No. 2002-9813-0097034, in the Register's Office of Davidson County, Tennessee, to which this Deed is expressly subordinate.

TO HAVE AND TO HOLD the aforesaid Property in the said lot or parcel of land and all privileges and appurtenances thereto belonging.

The conveyance hereby made is subject to those encumbrances, exceptions, liens, terms, provisions, reservations, easements, rights-of-way, covenants, restrictions, or other burdens upon the Property conveyed described in **Exhibit "B"** attached hereto and incorporated herein, and any other encumbrances of record (the "Encumbrances").

Except for the Special Warranty stated above and any representation and warranties of Grantor which survive Closing, Grantor hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as, to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct thereon or any improvements Grantee may elect to construct thereon, income to be derived there from or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) except for any warranties contained herein, the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body. EXCEPT FOR THE SPECIAL WARRANTY STATED ABOVE AND ANY REPRESENTATION AND WARRANTIES OF GRANTOR WHICH SURVIVE CLOSING, THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS

MADE ON AN "AS-IS" BASIS, AND GRANTEE ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the day and year first above written.

LBP GRASSMERE, LLC, a
Delaware limited liability company

By: Lord Baltimore Capital Corporation, a
Delaware corporation, its Sole Member

By: _____
Alan E. Kerry, President
Real Estate Division

STATE OF MARYLAND)
COUNTY OF BALTIMORE)

Before me, MONICA ROVECAMP, a Notary Public of said County and State, personally appeared Alan E. Kerry, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Lord Baltimore Capital Corporation, a Delaware corporation, the sole member of LBP Grassmere, LLC, the within named Declarant, a Delaware limited liability company, and that as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation in its capacity as sole member of the limited liability company, and on its behalf, by himself as President of the corporation.

Witness my hand and seal, at Office in Baltimore County, State of Maryland, this 5th day of August, 2002.

Notary Public: Monica Rovecamp
My Commission Expires: 8-1-06

NOTARIAL SEAL

EXHIBIT "A"

(LEGAL DESCRIPTION)

Land in Davidson County, Tennessee, consisting of a 1.92 acre lot located at the southeast corner of the intersection of Grassmere Park Drive and Trousdale Drive and more fully described as follows:

Being Lot No. 1 on the Final Plat of Grassmere Section One, Resubdivision of Lot 1, recorded as Instrument No. 2002-0809-0096484 in the Register's Office of Davidson County, Tennessee, to which Plat reference is here made for a complete description (the "Plat").

Being part of the property conveyed to the Grantor by instrument of record as Instrument No. 20000706-0067257, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

(PERMITTED EXCEPTIONS)

1. The lien for 2002 taxes which have been prorated and will be paid by Grantor.

2. The Plat, as such term is defined on Exhibit "A".

3. Agreement of record in Book 6008, page 903, Register's Office for Davidson County, Tennessee.

4. Storm Water Detention Agreement of record in Book 6691, page 296, Register's Office for Davidson County, Tennessee.

5. Rights of tenants as parties in possession under that certain Lease Agreement with GTE Mobilenet of Nashville, Incorporated, dated September 30, 1998, not of record, as it may have been amended from time to time.

6. Matters shown on the plan of Resubdivision of Lots 1 and 2, Section One, Grassmere, of record as Instrument No. 20010131-0009390, Register's Office for Davidson County, Tennessee.

7. Declaration of Restrictive Covenants of record in Book 6008, page 866, as amended by Amendment to Declaration of Restrictive Covenants of record at Book 6280, page 524, as further amended by Second Amendment of Declaration of Restrictive Covenants of record at Instrument No. 200005310053960 and re-recorded as Instrument No. 200006090058113, Register's Office for Davidson County, Tennessee.

8. Declaration and Grant of Reciprocal Access and Parking Easements of record at Book 9162, page 958, Register's Office for Davidson County, Tennessee.

9. Declaration of Easement, Amendment of Easement and Surrender, Termination and Limitation on Use of Easements of record as Instrument No. 20010618-0064314, Register's Office for Davidson County, Tennessee.

10. Stormwater Detention Agreement of record as Instrument No. 20020530-0065593, Register's Office for Davidson County, Tennessee.

11. Declaration of Obligations Encumbering Lot Owners and Easement for Ingress and Egress, dated as of August 1, 2002, and recorded simultaneously with this Special Warranty Deed as Instrument No. 2002-0813 0097034. In accepting this Deed, Grantee acknowledges that it has reviewed and consented to the terms of such Declaration and agrees that this Deed, the Property and all rights, title and interest in the Property acquired by Grantee herein shall be expressly subject and subordinate to such Declaration, even if this Deed is recorded prior to such Declaration.