BOK 36
16395

This instrument prepared by
and after recording return to:

Diane L. Lidz, Esq.
Troutman Sanders LLP
600 Peachtree Street, Suite 5200
Atlanta, GA 30308-2216

Davidson County DEEDWARR
Recvd: 09/05/02 15:40 5pgs
Fees:27.00 Taxes:0.00
20020905-0107830

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Parcel Number:
BRE/Hodges Nashville L.L.C. 2410 Paces Ferry Road Suite 200 Atlanta, Georgia 30339	BRE/Hodges Nashville L.L.C. 2410 Paces Ferry Road Suite 200 Atlanta, Georgia 30339	71-13-003.00

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, **SERVICE MERCHANDISE COMPANY, INC.**, a Tennessee corporation, whose address is 7100 Service Merchandise Drive, Brentwood, Tennessee 37027 (hereinafter referred to as "Grantor"), herein this day bargained and sold, and does hereby transfer and convey unto **BRE/HODGES NASHVILLE L.L.C.**, a Delaware limited liability company, whose address is 2410 Paces Ferry Road, Suite 200, Atlanta, Georgia 30339 (hereinafter referred to as "Grantee"; the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits), the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of land lying and being in Davidson County, Tennessee, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD said Property, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever, subject only to any validly existing and enforceable rights, interests and estates of third parties arising from those matters shown on Exhibit "B" attached hereto and incorporated herein by this reference.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said Property to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, under or through Grantor.

Witness my hand this 27th day of August, 2002, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

SERVICE MERCHANDISE COMPANY, INC.,
a Tennessee corporation

By: _____
Name: C. Steven Moore
Its: Chief Administrative Officer

STATE OF TENNESSEE)
) SS.
COUNTY OF NASHVILLE)

Before me, Tracey J. Lyons, a Notary Public of the State and County aforesaid, personally appeared C. Steven Moore, 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 Administrative Officer of SERVICE MERCHANDISE COMPANY, INC., a Tennessee corporation, the within named bargainor, and that he as such officer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Chief Administrative Officer of the corporation.

Witness my hand and official seal, at office in Brentwood, TN this 27th day of August, 2002.

My Commission Expires:

July 24, 2006

Tracey J. Lyons
Notary Public

(NOTARIAL SEAL)

STATE OF TENNESSEE)
)
COUNTY OF NASHVILLE)

The affiant swears or affirms that the actual considerations or value whichever is greater, for this transfer is $7,400,000.00. Notwithstanding such amount, this transfer is exempt from real property transfer tax under Section 1146(c) of the Bankruptcy Code.

Subscribed and sworn to before me this 27th day of August, 2002.

My Commission expires: July 24, 2006

Affiant: C. Steven Moore
Title: Chief Administrative Officer

Notary Public

(NOTARIAL SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

BEING a tract of land lying in the 8th Civil District of Davidson County, Tennessee, said tract being recorded as Resubdivision of Part of Block "H", Section No. 1, MetroCenter, Tract 13, in Plat Book 4660, Page 87, as corrected in Plat Book 4793, Page 598, and being more particularly described as follows:

BEGINNING at an iron rod (old) in the east right-of-way of Great Circle Road (84' wide right-of-way), said iron rod lying northwesterly 443.59 feet, more or less, along said right-of-way from the intersection of the northwest right-of-way of Vantage Way extended (80' wide right-of-way) and the east right-of-way of Great Circle Road; thence with the east right-of-way of Great Circle Road the following four calls: along a curve to the right having a radius of 1,153.00 feet and an arc length of 516.34 feet, being subtended by a chord of North 18 degrees 23 minutes 36 seconds West for a distance of 512.04 feet to an iron rod (old); along a curve to the left having a radius of 1,847.00 feet and an arc length of 355.78 feet, being subtended by a chord of North 11 degrees 04 minutes 57 seconds West for a distance of 355.23 feet to a point; North 16 degrees 36 minutes 03 seconds West for a distance of 352.46 feet to an iron rod (old); and along a curve to the left having a radius of 430.00 feet and an arc length of 8.92 feet, being subtended by a chord of North 17 degrees 11 minutes 42 seconds West for a distance of 8.92 feet to an iron rod (old); thence leaving said right-of-way North 72 degrees 12 minutes 38 seconds East for a distance of 200.00 feet to an iron rod (old); thence North 62 degrees 45 minutes 29 seconds East for a distance of 550.00 feet to an iron rod (new); thence North 26 degrees 30 minutes 00 seconds East for a distance of 329.93 feet to a point; thence South 63 degrees 30 minutes 00 seconds East for a distance of 254.48 feet to a point; thence South 49 degrees 30 minutes 00 seconds East for a distance of 260.30 feet to a point; thence South 51 degrees 11 minutes 13 seconds West for a distance of 143.68 feet to a point; thence South 46 degrees 25 minutes 47 seconds East for a distance of 383.50 feet to a point; thence North 37 degrees 11 minutes 13 seconds East for a distance of 173.29 feet to a point; thence South 34 degrees 15 minutes 00 seconds East for a distance of 606.80 feet to a point; thence South 62 degrees 45 minutes 29 seconds West for a distance of 1,722.32 feet to an iron rod (old), said iron rod being the Point of Beginning.

Said property contains 39.994 acres, more or less, as shown on ALTA/ACSM Land Title Survey Tract 13 MetroCenter, Resubdivision of Part of Block "H", Section One, prepared by Jordan Jones & Goulding, bearing the certification of Hubert K. Adderholdt, Registered Land Survey Tennessee No. 908, dated July 26, 2002, last revised August 29, 2002.

Being the same property conveyed to Service Merchandise Company, Inc. by Deed from Kuhn's Big K Stores, Corp., of record in Book 6483, Page 947, in the Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Real property ad valorem taxes for the year 2002 and subsequent years, which are liens not yet due and payable.

2. Plan of Metrocenter, Lot 13 of Tract 13, recorded in Book 4660, page 87 and in Book 4660, page 181, Register's Office for Davidson County, Tennessee and Surveyor's Certificate of Correction of record in Book 4793, page 598, aforesaid records, reflects the following:
   (a) a 100-foot setback line from Great Circle Road;
   (b) a 20-foot sanitary sewer easement across the southwest line of the Property;
   (c) Easement for City maintenance of levee and riverfront in the northeasterly portion of the Property, located between the railroad tracts and Cumberland River;
   (d) 50-foot private easement for railroad lead tract within the northeasterly boundary of the Property;
   (e) 40-foot easements (20 feet of which affects the Property) along the northerly and southerly boundaries of the Property, for pedestrian esplanade, drainage and utilities; and
   (f) 60-foot drainage canal easement located within the westerly boundary of the Property.

3. Warranty Deed of Flowage Easement of record in Book 2281, Page 631, re-recorded in Book 2290, Page 256, aforesaid records.

4. Right of Way Easement granted to Colonial Pipeline Company from Kuhn's Big K Stores, Corp., for a pipeline right of way of record in Book 5021, Page 588, aforesaid records.

5. Agreement for Easement Improvements by and between Kuhn's Big K Stores Corp. and Metrocenter Properties dated September 24, 1976, recorded in Book 5071, Page 980, aforesaid records.

6. Permanent Levee Maintenance Easement and Temporary Right of Entry for Construction Purposes granted to the Metropolitan Government of Nashville and Davidson County, Tennessee, for the use and benefit of the Department of Public Works, of record as Instrument No. 200005090047019, aforesaid records.