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THIS INSTRUMENT PREPARED BY:

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424 Church Street, Suite 1800
Nashville, TN 37219-2387

Davidson County DEEDWARR
Recvd: 06/16/03 14:45 9pgs
Fees:48.00 Taxes:16002.50
20030616-0082610

SPECIAL WARRANTY DEED

Name and Address of New Owner:

MKTN, LLC
c/o Kosow Construction Corp.
822 Boylston Street
Chestnut Hill, MA 02467

Send Tax Bills To: SAME

Map/Parcel: 75-178 & 75-202

Street of Subject Property:

5100, 5028, 5030 and 5032 Old Hickory Boulevard, Nashville, TN 37076

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, NASHVILLE WIREG, LLC, a North Carolina Limited Liability Company, "Grantor", has bargained and sold, and by these presents does transfer and convey unto MKTN, LLC, a Tennessee Limited Liability Company, "Grantee", a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN FOR PROPERTY DESCRIPTION

The conveyance of the above described parcel of land is subject to the following:

1. Taxes for the year 2003 and thereafter. In accepting this deed, as a portion of the consideration for this conveyance, Grantee assumes the obligation to pay those taxes and agrees to pay same when due and to indemnify and hold harmless Grantor from same.

2. The matters set forth on Exhibit A attached hereto and incorporated herein by reference.

3. The matters set forth on Exhibit B attached hereto and incorporated herein by reference.

4. The lease to Staples The Office Superstore East, Inc. dated December 30, 1998 as evidenced by Memorandum of Lease recorded in Book 11310, Page 927, in the Register's Office for Davidson County, Tennessee, Commencement Date Agreement dated December 22, 1999; the lease to Verizon Wireless Tennessee Partnership (successor-in-interest to Cellco Partnership) dated June 30, 2001; the lease to Michelle Eva and Michael Eva (d/b/a Michelle's Hair Salon) dated March 20, 2002; and, the lease to Pizza Hut of America, Inc. dated July 22, 2002 (collectively, "the Leases").

By acceptance of this deed, Grantee assumes and agrees to perform all of the obligations of Grantor hereafter arising set forth in the Declaration of Easements, Restrictive Covenants, Conditions and Restrictions to which reference is made in Paragraph 4 of Exhibit A.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said Grantee, its successors and assigns, forever, and Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered by, through or under Grantor unless otherwise herein set out; and Grantor does further covenant and bind itself, its successors, assigns and representatives, to warrant and forever defend the title to the said the land to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by or through Grantor. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness its hand this 13 day of June, 2003.

NASHVILLE WIREG, LLC

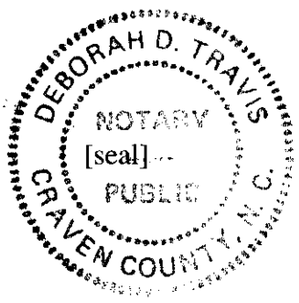
By: _____

R. Edwin Coleman, Jr., Manager

STATE OF NORTH CAROLINA)
COUNTY OF CRAVEN)

Before me, Deborah D. Travis, a Notary Public in and for the County and State, personally appeared R. EDWIN COLEMAN, JR., personally known to me (or who proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Manager of NASHVILLE WIREG, LLC, a North Carolina limited liability company, the within named bargainor, and that he as such Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager.

Witness my hand and seal, this 13 day of June, 2003.



Deborah D. Travis
Notary Public

My Commission Expires: 10/22/2004

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

The actual consideration or value whichever is greater for this transfer is $4,325,000.00.

NASHVILLE WIREG, LLC

By: _____
R. Edwin Coleman, Jr., Manager

Subscribed and sworn to me this the 13th day of June, 2003.

DEBORAH D. TRAVIS NOTARY PUBLIC CRAVEN COUNTY, N. C.

_____
Notary Public
My commission expires: 10/22/2004

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EXHIBIT A

PROPERTY

All that certain tract or parcel of land lying and being situate in Davidson County, Tennessee, and being more particularly described as follows:

Being all of Lots No. 8A and 8C as same are shown and delineated on a plat entitled "Final Plat to Hermitage Market Place Resubdivide Lot 8A", of record in Instrument No. 20010518-0051637, Register's Office for Davidson County, Tennessee, reference to said plat being hereby made for a more perfect description of said property. Said property is described by Survey by E. Roberts Alley & Associates, Inc., Ronnie D. Lowery, P.L.S., TN Reg. No. 1685, dated May 19, 2003, revised June 3, 2003, by metes and bounds as follows:

Commencing at a concrete monument located at the intersection of the easterly right of way of Old Hickory Boulevard and the northerly right of way of Old Lebanon Dirt Road;

Thence from said monument, following said right of way of Old Hickory Boulevard North 19 deg. 47 min. 15 sec. West, 21.19 feet to a point;

Thence along said right of way with a curve to the left with a radius of 2,019.86 feet, a length of 245.92 feet, a tangent length of 123.11 feet, a chord length of 245.77 feet, a chord bearing of North 23 deg. 16 min. 32 sec. West to an iron pin;

Thence along said right of way with a curve to the left with a radius of 2,019.86 feet, a length of 170.42 feet, a tangent length of 85.26 feet, a chord length of 170.37 feet, a chord bearing of North 29 deg. 10 min. 50 sec. West to an iron pin; the point of beginning;

Thence along said right of way with a curve to the left with a radius of 2,019.86 feet, a length of 132.68 feet, a tangent length of 66.36 feet, a chord length of 132.65 feet, a chord bearing of North 33 deg. 28 min. 44 sec. West to an iron pin;

Thence leaving said right of way with a curve to the right with a radius of 165.95 feet, a length of 50.16 feet, a tangent length of 25.27 feet, a chord length of 49.97 feet, a chord bearing of North 68 deg. 48 min. 47 sec. East to an iron pin;

Thence, North 77 deg. 28 min. 17 sec. East, a length of 79.47 feet to an iron pin;

Thence, North 12 deg. 31 min. 43 sec. West, a length of 42.45 feet, to an iron pin;

Thence with a curve to the left with a radius of 517.46 feet, a length of 124.02 feet, a tangent length of 62.31 feet, a chord length of 123.73 feet, a chord bearing of North 19 deg. 23 min. 41 sec. West to a p.k. nail;

Thence, North 74 deg. 36 min. 48 sec. East, a length of 313.78 feet to a p.k. nail;

Thence, South 15 deg. 23 min. 12 sec. East, a length of 70.00 feet to an iron pin;

Thence, North 74 deg. 36 min. 48 sec. East, a length of 299.35 feet to an iron pin;

Thence, South 14 deg. 44 min. 22 sec. East, a length of 139.01 feet to an iron pin;

Thence, South 74 deg. 36 min. 48 sec. West, 420.54 feet to an iron pin;

Thence, South 15 deg. 23 min 12 Sec. East, 84.00 feet to an iron pin;

Thence, South 74 deg. 36 min. 48 sec. West, 272.37 feet to the point of beginning, Tracts #8A and #8C contain 135,149 square feet, or 3.10 acres, more or less.

Being the same property conveyed to Nashville WIREG, LLC, a North Carolina Limited Liability Company, by Special Warranty Deed from First Tennessee Bank National Association, of record in Book 11277, page 967, in the Register's Office for Davidson County, Tennessee.

The above described property is conveyed together with the following non-exclusive rights and subject to the reservations hereinafter set forth:

1. The non-exclusive right in the ingress/egress easement rights provided pursuant to Reciprocal Cross Parking Easement Agreement between Nashville WIREG, LLC, a North Carolina limited liability company, and First Tennessee Bank National Association in Book 11277, Page 984, Register's Office for Davidson County, Tennessee.

2. The non-exclusive right in the ingress/egress rights contained in Non-Exclusive, Temporary Easement for Ingress and Egress and Additional Restrictions as to Lot 8, Hermitage Market Place of record in Book 11277, Page 976, Register's Office for Davidson County, Tennessee as modified by Non-Exclusive Permanent Easement for Ingress and Egress of record in Instrument No. 20030611-0080660, Register's Office for Davidson County, Tennessee.

3. The non-exclusive right in the access, ingress and egress rights granted under the Final Plat to Hermitage Market Place, First Revision, of record in Book 9700, Page 243, in said Register's Office.

a. The non-exclusive rights conferred by the Declaration of Easements, Restrictive Covenants, Conditions and Restrictions (the "Restrictions") of record in Book 10202, Page 607, Register's Office for Davidson County, Tennessee and rights for pylon sign specifically conveyed by Deed recorded in Book 11277, Page 967 in said Register's office.

Grantee accepts this conveyance together with all the requirements, obligations and expenses as provided in the Restrictions.

4. The non-exclusive right in the easements identified as easements 8 and 10 as shown on Exhibit B attached to the deed recorded in Book 11277, Page 967, Register's Office for Davidson County, Tennessee and described on Exhibit C attached to said deed.

This conveyance is made subject to the following non-exclusive easements identified as easement numbers 1, 2, 4, 5, 6 and 7 on Easement Exhibit B attached to the deed recorded in Book 11277, Page 967, Register's Office for Davidson County, Tennessee and described on Exhibit C attached to said deed which are easements for the purposes therein described and run with the land which is shown on the plat attached to said deed.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Declaration of Easements, Restrictive Covenants, Conditions and Restrictions of record in Book 10202, Page 607, in the Register's Office for Davidson County, Tennessee.

2. Easement for anchor installation and maintenance of equipment and ingress and egress to Metropolitan Government of record in Book 5647, Page 515, in said Register's office, if applicable.

3. Fifty (50) foot easement to Metropolitan Government of record in Book 3948, Page 777, in said Register's office, if applicable.

4. Easement to Cumberland Water Company for sanitary sewerage of record in Book 3309, Page 135, in said Register's office, if applicable.

5. Non-Exclusive Temporary Easement for Ingress and Egress and Additional Restrictions as to Lot 8, Hermitage Marketplace, dated December 30, 1998, of record in Book 11277, Page 976, in said Register's office and the matters set forth therein as modified by Non-Exclusive Permanent Easement for Ingress and Egress of record in Instrument No. 20030611-0080660, in said Register's office.

6. Reciprocal Cross Parking Easement Agreement between Nashville WIREG, LLC, and First Tennessee Bank National Association, of record in Book 11277, Page 984, in said Register's office and the matters set forth therein.

7. Lease by and between Nashville Wireg, LLC, Landlord, and Staples The Office Superstore East, Inc., a Delaware corporation, Tenant, a Memorandum of which is filed for record in Book 11310, Page 927, in said Register's office; Commencement Date Agreement dated December 22, 1999; Agreement between Landlord and Tenant dated August 21, 2002 which is Exhibit J to the contract between Nashville Wireg, LLC and Kosow Construction Corp. (Kosow Construction Corp. assigned its interest in the contract to MKTN, LLC) dated February 25, 2003 ("Contract"); Agreement between Landlord and Tenant dated August 21, 2002 which is Exhibit L to the Contract and which is set forth in document between MKTN, LLC and Nashville Wireg, LLC entitled Agreement Regarding Surviving Staples' Obligations dated the 16 day of June, 2003 and Grant of Temporary Easement from Landlord to Tenant of record in Instrument No. *, in said Register's office.

8. Matters shown on Plat of record in Instrument No. 20010518-0051637, in said Register's office, which includes, but is not limited to, a driveway easement and inter-parcel access.

* 20030616-0082609

9. Easement for driveway by and between William A. Reese and wife, Doris M. Reese, and 30 Acre Joint Venture of record in Book 6983, Page 998, in said Register's Office, and as shown on Plan of record in Book 11190, Page 36 and Instrument No. 20010518-0051637, in said Register's office.

10. Lease dated June 30, 2001, by and between Nashville WIREG, LLC, Landlord, and Verizon Wireless Tennessee Partnership (successor-in-interest to Cellco Partnership), Tenant.

11. Lease dated March 20, 2002 by and between Nashville WIREG, LLC, Landlord, and Michelle Eva and Michael Eva (d/b/a Michelle's Hair Salon), Tenant.

12. Lease dated July 22, 2002 by and between Nashville WIREG, LLC, Landlord, and Pizza Hut of America, Inc., Tenant.

13.

14. Matters shown on the survey made by E. Robert Alley & Associates, Ronnie D. Lowery, P.L.S., TN Reg. No. 1685, dated May 19, 2003, revised June 3, 2003, Job No. 2003-000 and easements and encroachments of record or on the ground.

a.

15. Matters shown on the Plat recorded in Book 11190, Page 36 and Instrument No. 20010518-0051637, in said Register's office, which include but are not limited to, a driveway easement and interparcel access.

16. Cost Sharing Agreement between Nashville Wireg, LLC, Yazdian Construction Company and Las Palmas Enterprises Partnership of record in Instrument No. 20030616-0082408 in said Register's office.

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