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SPECIAL WARRANTY DEED

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| TO: | Nashville Urban Venture, LLC | This instrument was prepared by:<br>C. Mark Carver, Esq.<br>Sherrard & Roe, PLC<br>424 Church Street, Suite 2000<br>Nashville, TN 37219 |
| FROM: | Joseph N. Finch and Ginger D. Finch, Trustees of the Finch Family Revocable Living Trust Agreement | |

| Address New Owner(s) as Follows: | Send Tax Bills To: | Map/Parcel Numbers |
|---|---|---|
| Nashville Urban Venture, LLC<br>c/o MarketStreet Equities Co.<br>138 Second Avenue North<br>Suite 300<br>Nashville, TN 37201 | Same | Map 93-9, Parcel 306<br>Map 93-13, Parcel 98 |

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration for this transfer is $1,120,000.00.

Affiant

Sworn to and subscribed before me, this 9th day of September, 2003.

Notary Public

My Commission Expires: 3-25-06

NOTARY PUBLIC
AT LARGE
Lori McPherson
My Commission Expires
March 25, 2006
STATE OF TENNESSEE

## SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Joseph N. Finch and Ginger D. Finch, Trustees of the Finch Family Revocable Living Trust Agreement** (hereinafter called the "Seller"), has bargained and sold, and by these presents does transfer and convey unto **Nashville Urban Venture, LLC** (hereinafter called the "Buyer"), and Buyer's successors and assigns, all of Seller's interest in a certain tract of land in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference, and any improvements thereon.

The above-referenced property is conveyed subject to the matters set forth on Exhibit B attached hereto and incorporated herein by reference.

Davidson County DEEDWARR
Recvd: 09/11/03 15:13 5pgs
Fees:28.00 Taxes:4144.00
20030911-0133587

TO HAVE AND TO HOLD the said real property, together with all rights and appurtenances thereunto belonging or in any wise appertaining to Buyer, its successors and assigns, forever in fee simple.

Seller further covenants and binds itself, its representatives, successors and assigns to warrant specially and forever defend the title to said real estate to Buyer, and Buyer's successors and assigns, against the lawful claims of all persons claiming through and under Seller (other than claims arising out of the matters set forth above), but not further or otherwise. 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.

IN WITNESS WHEREOF, Seller has caused this Special Warranty Deed to be executed effective as of the 9th day of September, 2003.

SELLER:

Joseph N. Finch and Ginger D. Finch, Trustees
of the Finch Family Revocable Living Trust Agreement

By: _____
Joseph N. Finch

By: _____
Ginger D. Finch

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, Lori McPherson the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Joseph N. Finch, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Trustee of Finch Family Revocable Living Trust Agreement, the within named bargainor, a Trust, and that he as such Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville, Tennessee, this 9th day of September, 2003.

_____
Notary Public

My Commission Expires: 3-25-06

LORI McPHERSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Lori McPherson
My Commission Expires
March 25, 2006
STATE OF TENNESSEE

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, Lori McPherson the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ginger D. Finch, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be Trustee of Finch Family Revocable Living Trust Agreement, the within named bargainor, a Trust, and that she as such Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville, Tennessee, this 9th day of September, 2003.

Lori McPherson
Notary Public

My Commission Expires: 3.25.06




NOTARY PUBLIC
AT LARGE
Lori McPherson
My Commission Expires
March 25, 2006
STATE OF TENNESSEE

**EXHIBIT A**

**PROPERTY DESCRIPTION**

LAND in Davidson County, Tennessee, being Lot Nos. 330, 331, 332 and part of Lot 329, on the Plan of McNairy's Plan of West Nashville Property, as shown on plat of record in Plat Book 1, page 15, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING the same property conveyed to Joseph N. Finch and Ginger D. Finch, Trustees of the Finch Family Revocable Living Trust Agreement, by Deed of Record at Instrument No. 20001030-0107630 (P/O Lot 329) and at Instrument No. 20001030-0107631 (Lots 330, 331, and 332), Register's Office for Davidson County, Tennessee.

INCLUDED in the above description but specifically EXCLUDED from this conveyance is that portion of subject property conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, by deed from Sam Seligman and wife, Frances Seligman, of record in Book 4229, page 485, Register's Office, Davidson County, Tennessee, as follows: A strip or parcel of land in the 17th Councilmanic District of the Metropolitan Government of Nashville and Davidson County, Tennessee, and described according to a survey made by the Engineering Division of the Public Works Department of said Government, known as Project No. 59-R-105, Eleventh Avenue Industrial Boulevard. BEGINNING at a point where the property line between Sam Seligman and Stanlee Hampton intersects the present West margin of 11th Avenue, South; thence southerly 19.80 feet along the present West margin of 11th Avenue, North to a point; then southwestwardly 60.90 feet along the present west margin to 11th Avenue, North to a point where the present and new relocated westerly margins intersect; thence northeasterly 78.02 feet along a curve that has a 200-foot radius, on the new relocated Westerly margin of 11th Avenue, South to a point on the property line between Sam Seligman and Stanlee Hampton; thence Eastwardly 4.22 feet along said property line to the point of beginning.

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

1. Taxes for the year 2003 and subsequent years. Tax Parcel Nos. 93-9/306 and 93-13/98.

2. Restrictions as contained in Book 10965, page 404, as amended in Book 11625, page 252. (Lot 332)