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SPECIAL WARRANTY DEED

FROM: CALUMET MOTELS, LTD., Grantor

TO: ATHENA ENTERPRISES, LLC, Grantee

This instrument was prepared by:
Jeffrey R. King
Stites & Harbison PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Address New Owner(s) as Follows:

2521 Elm Hill Pike
Nashville, Tennessee 37214

Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes

(New Owner)

Map-Parcel Numbers

97-0-34

Davidson County DEEDWARR
Recvd: 09/12/03 15:54 4pgs
Fees:23.00 Taxes:6290.00

20030912-0134642

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One Million Seven Hundred Thousand and no/100 Dollars ($1,700,000.00).

Jayesh O. Patel
Affiant

SUBSCRIBED AND SWORN TO before me, this the 11 day of September, 2003.

Roxann Cogle
Notary Public

ROXANN COGLE
Notary Public At Large
DAVIDSON COUNTY, TENN.

My Commission Expires: May 30, 2007

FOR AND IN CONSIDERATION OF the sum of One Million Seven Hundred Thousand and no/100 Dollars ($1,700,000.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Calumet Motels, LTD., an Alabama limited partnership, has bargained and sold, and by these presents does transfer and convey unto Athena Enterprises, LLC, a Tennessee limited liability company, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is improved property known as 701 Stewarts Ferry Pike, Nashville, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

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

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth on Exhibit B), but not further or otherwise. This conveyance is expressly made subject to the matters set forth on Exhibit B.

Witness our hand this 9th day of September, 2003.

CALUMET MOTELS, LTD.

By: Innisfree Management Corporation

By: _____

Title: President

STATE OF FLORIDA)
COUNTY OF DADE)

Before me, Vernon D Martin, a Notary Public of said County and State, personally appeared Lilian MacGuigan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of INNISFREE MANAGEMENT CORPORATION, a Alabama corporation, the General Partner of CALUMET MOTELS, LTD., the within named bargainor, an Alabama limited partnership, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation in its capacity as general partner of the partnership, and on its behalf, by himself as President of the corporation.

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

_____
Notary Public

My Commission Expires: 10-04, 2006

Vernon D Martin
My Commission DD154778
Expires October 04, 2006

EXHIBIT A

Property Description

Being a parcel of land situated in Nashville, Davidson County, Tennessee. Said parcel being the same property conveyed to Calumet Development Corporation recorded in Book 6155, page 281, R.O.D.C., Tennessee, and being more particularly described by metes and bounds as follows:

Beginning at a concrete monument situated in the southerly martin of Interstate 40, said point marking the intersection of the easterly margin of Stewarts Ferry Pike and the southerly margin of Interstate 40:

Thence, W 87°38' 07" E, a distance of 110.73 feet to a point;

Thence, W 04° 48' 27" W, a distance of 20.61 feet to a point;

Thence, N 86° 16' 38" E, a distance of 197.60 feet to a point;

Thence, S 04° 41' 09" W, a distance of 189.00 feet to a point;

Thence, S 80° 52' 26" E, a distance of 186.75 feet to a point;

Thence, S 03° 56' 42" W, a distance of 535.02 feet to a point;

Thence, around a curve to the left having a central angle of 22° 40' 08", a radius of 1234.49 feet, a total length of 488.42 feet to a point;

Thence, N 50° 05' 00" E, a distance of 75.00 feet to a point;

Thence, around a curve to the left having a central angle of 15° 38' 02", a radius of 13.09.49 feet, a total length of 357.31 feet to the point of beginning and containing 2.64 acres of land more or less.

INCLUDED IN THE ABOVE LEGAL DESCRIPTION BUT EXPRESSLY EXCLUDED FROM THIS CONVEYANCE is that property more particularly described in a conveyance by Warranty Deed from Calumet Motels Limited to Treetop Enterprises, Inc. of record in Book 8392, page 397, and shown as Lot 2 on Plat recorded in Plat Book 7900, page 294, Register's Office, Davidson County, Tennessee.

INCLUDED IN THE ABOVE LEGAL DESCRIPTION BUT EXPRESSLY EXCLUDED FROM THIS CONVEYANCE is that property more particularly described in a conveyance by Warranty Deed from Calumet Motels Limited to Calumet Office Park, Ltd., of record in Book 8882, page 889, and shown as Lot 2 on Plat recorded in Plat Book 7900, page 503, Register's Office, Davidson County, Tennessee.

Being the same property conveyed to Calumet Motels Limited, an Alabama limited liability partnership, by Deed of record in Book 7971, Page 43, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Encumbrances

1. Taxes for the year 2003, a lien, which are not yet due and payable. Tax Parcel No. 97-0-34

2. Restrictions as contained in Book 6155, page 281.

3. Easement(s) for Sanitary Sewer Line, as set forth in instrument recorded in Book 8287, page 15, Book 8287, page 39, and Book 8486, page 329.

4. Easement(s) as set forth in instrument recorded in Book 9751, page 602.

5. Easement(s) as set forth in instruments recorded in Book 8395, page 318, Book 8395, page 326, Book 8882, page 893, Book 8882, page 898.

6. Easement(s) and right(s) retained by the Metropolitan Government of Nashville and Davidson County pursuant to Metro Council Bill No. 083-1231.

7. Subject to Non-Disturbance and Attornment Agreement as contained in Book 9751, page 613.

8. All matters shown on Plat recorded in Book 7900, page 503.

9. Terms and provisions of Lease of record as referenced in Memorandum of Lease, between The Secretary of the Army and Calumet Development Corporation, recorded in Book 8224, page 925, and re-recorded for correction in Book 9954, page 56, said Register's Office.

10. Terms and provisions of Lease of record as referenced in Memorandum of Sublease, between Calumet Development Corporation and Calumet Motels, Ltd., recorded in Book 8224, page 929, and re-recorded for correction in Book 9954, page 63, said Register's Office.

11. Terms and provisions of Lease as referenced in Memorandum of Lease between Calumet Motels Limited Partnership to Contel Cellular of Nashville, Inc., recorded in Book 9743, page 624, said Register's Office.