WARRANTY DEED

THIS INDENTURE, made and entered into this 14th day of April, 2004, by and between **RMR INVESTMENT COMPANY, LLC,** a Tennessee limited liability company, party of the first part, and **NORMAN W. GINSBERG, TRUSTEE FOR THE DONELSON ADVANCE PROPERTIES, A TENNESSEE JOINT VENTURE, WITH HARRIS A. GILBERT AS SUCCESSOR TRUSTEE,** party of the second part.

W I T N E S S E T H:

That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto the said party of the second part the following described real estate, situated and being in County of Davidson, State of Tennessee, to-wit:

PROPERTY DESCRIBED ON ATTACHED EXHIBIT "A"

The aforesaid property is conveyed and accepted subject to items shown on attached Exhibit "B".

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto appertaining unto the said party of the second part, with full power in the trustee to sell, mortgage, lease, convey, or otherwise dispose of said property, any purchaser, lessee, or encumbrancer being hereby expressly relieved of the necessity of looking to the application of the proceeds of any such sale, lease, mortgage, or other disposition, its successors, and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except as aforesaid; and that the title and quiet possession thereto it will warrant and defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their gender and number according to the context thereof.

WITNESS the signature of the party of the first part the day and year first above written.

RMR INVESTMENT COMPANY, LLC
a Tennessee Limited Liability Company

BY: Robt M. Rogers
Robert M. Rogers
Chief Manager

Davidson County DEEDWARR
Recvd: 04/14/04 15:58 4pgs
Fees:23.00 Taxes:5032.00
20040414-0042263

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public in and for the State and County aforesaid, personally appeared **ROBERT M. ROGERS,** 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 Manager of **RMR INVESTMENT COMPANY, LLC,** the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Chief Manager.

WITNESS my hand and seal at office, on this 14th day of April, 2004.

Notary Public

My Commission Expires:

BOYD L. RHODES, JR. NOTARY PUBLIC AT LARGE SHELBY COUNTY, TENNESSEE My Commission Expires AUG. 17, 2005

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PROPERTY ADDRESS:
517 Donelson Pike
Nashville, TN

Tax Parcel I.D. #: 096-13-0 149.00

MAIL TAX BILLS TO:
(Person or Agency responsible for payment of taxes)

Norman W. Ginsberg
The Blackstone Company
2200 21st Avenue North
210 Kinnard Building
Nashville, TN 37212-4929

THIS INSTRUMENT PREPARED BY:
Boyd L. Rhodes, Jr., Esq.
1715 Aaron Brenner Drive, Suite 800
Memphis, Tennessee 38120-4367

State Tax	5,032.00
Register's Fee	
Document Fee	42.00
Recording fee	33.00
Total	$5,097.00

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $1,360,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Affiant

SUBSCRIBED AND SWORN to before me this 14 day of April, 2004.

Notary Public

My Commission Expires:
July 21, 2007

PATRICIA A. RAY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

Being the same property conveyed to Grantor by Deed of record as Instrument No. 20040310.0027442.

Exhibit "A"

A certain tract or parcel of land in the County of Davidson, State of Tennessee, described as follows, to-wit:

Beginning with an iron pin located in the eastern right of way margin of Donelson Pike, also being the southwesterly corner of the Billy E. Driver property as of record in Book 2998, Page 57; thence with the southerly line of the Billy E. Driver property North 85 degrees 46 minutes 35 seconds East 154.25 feet to a P.K. nail; thence South 04 degrees 05 minutes 05 seconds East 255.22 feet to an iron pin in the northerly right of way margin of Elm Hill Pike; thence with said margin and with a curve to the left having a radius of 1950.1 feet and a length of 47.60 feet to a point; thence North 73 degrees 59 minutes 19 seconds West 65.43 feet to an iron pin, the beginning of a curve to the right; thence with said curve having a radius of 78.0 feet and a length of 98.09 feet to an iron pin, the beginning of a curve to the left in the eastern right of way margin of Donelson Pike; thence with said margin and with a curve to the left having a radius of 3477.83 feet and a length of 139.90 feet to the point of beginning.

Being the same property conveyed to Grantor by Deed of record as Instrument No. 20040310.0027442.

Exhibit "B"
Permitted Exceptions

1. Real estate taxes for 2004, not yet due and payable.

2. Easements filed for record in Book 7337, Page 855 and Book 3159, Page 387, in the Register's Office of Davidson County, Tennessee.

3. Lease filed for record in Book 6785, Page 908, in said Register's Office. (National Advertising)

4. Memorandum of Lease filed for record in Book 7068, Page 598, in said Register's Office. (Walgreen's)

5. Rights of tenants in possession.