This instrument prepared by:
Claiborne K. McLemore III
McLemore & Rollins
1211 Sixteenth Avenue, South
Nashville, Tennessee 37212

Davidson County DEEDWARR
Recvd: 04/16/04 15:18 5pgs
Fees:28.00 Taxes:2275.50
20040416-0043309

Address New Owner:	Send Tax Bills To:	Identification
Fairlane Investors, LLC 5716 Hickory Plaza Drive Suite 400 Nashville, TN 37211	-same-	Map and Parcel #: 147-16-196

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, R. L. DANNER (the "Grantor") has this day bargained and sold, and does hereby transfer and convey to FAIRLANE INVESTORS, LLC, a Tennessee limited liability company (the "Grantee"), its heirs, successors and assigns forever, the following land in Davidson County, Tennessee, to wit:

All that real estate described on the attached Exhibit A, the terms and conditions of which are hereby incorporated herein by reference in their entirety.

This is improved property known generally as 4898 Nolensville Pike, Nashville, Tennessee 37211 (hereinafter the "Property").

BUT THIS PROPERTY is conveyed to the Grantee on the following express restrictions, to wit:

1. that no establishment offering to customers what is commonly referred to as "adult entertainment" may occupy the demised premises, either as owner, tenant, licensee or otherwise. The phrase "adult entertainment" shall generally mean entertainment, offerings, diversions or displays of a sexual nature, and shall include without limitation, (i) escort services, (ii) prostitution services, (iii) phone sex services, (iv) sale or rental of pornography (movies, books, etc.), (v) sale of so-called "marital aids" and/or devices, and (vi) displays of male stripping, female stripping, exotic dancing, female impersonation, partially nude dancing, nude dancing or other sexual acts.

2. that no establishment offering for sale to customers intoxicating alcohol or alcoholic beverages (for consumption on-premises or off-premises) may occupy the demised premises, either as owner, tenant, licensee or otherwise.

The above restrictions are intended to inure to the benefit of the real property known generally as the Fairlanes Shopping Center, the approximately 8.84 acre site currently identified as Parcel 40 on Map 147-16 at the Metropolitan Nashville Assessor's Office (the "Center"), its current owner and all subsequent owners. The above restrictions may be modified or waived, in whole or in part, by the then owner of the Center or [if the Center has been resubdivided

and/or a portion has been sold] by the owner(s) of the portion of the Center that abuts the Property. At the time of any alleged violation of the above restrictions, the then owner of the Center shall have the right to file legal action seeking to enforce the above restrictions, to stop the violation(s), to restrain future violation(s) of the same sort and to obtain any other appropriate relief. In any such legal action, the prevailing party shall be entitled, in addition to all other remedies, to a recovery of its/his/their court costs, attorneys' fees and all other costs of collection.

The Grantee expressly accepts the demised premises subject to the above restrictions and agrees, on behalf of itself and its successors-in-interest to the demised property, to abide by these terms. At any time, the party responsible for complying with the above restrictions shall be the then owner of the demised property.

The foregoing restrictions are intended to run and continue for a period of forty (40) years after the date of this deed and, during said period of time, they shall run with the land, being (for said period of time) binding upon all owners of the demised premises henceforth. The above restrictions shall lapse and terminate, without notice or further action being required, at the end of the above designated time period. The above restrictions may be modified or waived, in whole or in part, by the then owner of the Center or [if the Center has been resubdivided and/or a portion has been sold] by the owner(s) of the portion of the Center that abuts the Property. To the extent that these restrictions may ever be declared by a court of competent jurisdiction to be over-broad or unenforceable to any degree or to any extent, they shall be interpreted to be enforceable to the maximum extent permitted by law. The invalidity or uenforceability of any part of the above restrictions shall not render invalid or unenforceable any other part of the above restrictions.

TO HAVE AND TO HOLD said real estate, with appurtenances, estate, title and interest thereto belonging, to the said Grantee and its heirs, successors and assigns, forever. AND THE GRANTOR covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as herein set out. The Grantor further covenants and binds himself, his heirs, successors and assigns to warrant and forever defend the title to said real estate to said Grantee, its heirs, successors and assigns against the lawful claims of all persons.

Judith B. Danner, the spouse of the Grantor, joins in this conveyance for the purpose of forever relinquishing, transferring, conveying and renouncing in favor of the Grantee any and all interest that she may have, including without limitation any interest she may have solely by virtue of being the spouse of the Grantor, in the subject property.

WHENEVER used, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor and his spouse have executed this instrument on the 15th day of April, 2004.

R. L. DANNER

JUDITH B. DANNER

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, DONNA SMITH, Notary Public of this county, R. L. Danner, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office in Nashville, Tennessee, this 15th day of April, 2004.

NOTARY PUBLIC

DONNA P. SMITH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My commission expires:

My Commission Expires SEPT. 22, 2007

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, DONNA SMITH, Notary Public of this county, Judith B. Danner, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office in Nashville, Tennessee, this 15th day of April, 2004.

NOTARY PUBLIC

DONNA P. SMITH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My commission expires:

My Commission Expires SEPT. 22, 2007

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $615,000.00.

Affiant

Subscribed and sworn to before me,
this 15th day of April, 2004.

NOTARY PUBLIC

My commission expires: 12/01/2004

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EXHIBIT A

LAND in Davidson County, Tennessee, being described more fully as follows:

BEING a 0.66, more or less, acre tract of land lying in the 31st Councilmanic District of Davidson County, Tennessee, being a portion of Reserve Parcel "B" on the Plan of Fairlane Park, Section III, as of record in Book 2331, page 146, Register's Office for Davidson County, Tennessee.

BEGINNING at an iron pin lying in the easterly margin of Nolensville Road approximately 50 feet from the center line of Fairlane Drive; thence running with the easterly margin of said Nolensvile Road, North 9° 14' 39" West a distance of 175.0 feet to a point; thence leaving the easterly margin of said Nolensville Road, North 80° 45' 21" East a distance of 150.0 feet to a point; thence South 9° 14' 39" East a distance of 159.83 feet to point, said point further described as lying on the northerly margin of Fairlane Drive; thence running with the northerly margin of Fairlane Drive, South 43° 46' 21" West a distance of 0.25 feet to an iron pin; thence around a curve, having a radius of 199.10 feet, to the right a distance of 128.50 feet to an iron pin; thence South 80° 46' 25" West a distance of 5.0 feet to an iron pin; thence leaving the northerly margin on said Fairlane Drive around a return, having a radius of 25.0 feet, to the right a distance of 39.30 feet to the point of beginning, containing 0.66, more or less, acres.

BEING the same property conveyed to R. L. Danner, by deed of record from RLD Company, Inc. in Book 4758, page 326, Register's Office for Davidson County, Tennessee.

The above described property is subject to the following:

1. Current year's taxes which have been pro-rated at closing and are assumed by the Grantee.

2. All matters shown on the Plan of record in Book 4595, page 115, Register's Office for Davidson County, Tennessee.

3. Sanitary Sewer Easement of record in Book 5467, page 822, Register's Office for Davidson County, Tennessee.

4. Applicable zoning and other laws and ordinances applicable to the subject property.