PICK-UP

Davidson County DEEDWARR
Recvd: 06/08/04 13:49 11pgs
Fees:58.00 Taxes:118030.00
20040608-0067792

SPECIAL WARRANTY DEED

FROM: LBP Grassmere, LLC, Grantor

This instrument was prepared by:
Shlomo Weissmann, Esq.
Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022

TO: Talcott III Grassmere Limited Partnership, Grantee

Address of New Owner:	Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes:	Map-Parcel Numbers	
Talcott III Grassmere Limited Partnership One Financial Plaza Hartford, Connecticut 06103	Same	Map 132	Parcel 9
		Map 133	Parcel 128
		Map 132	Parcel 4
		Map 132	Parcel 12
		Map 133	Parcel 127

STATE OF Connecticut)
COUNTY OF Hartford)

The actual consideration or value, whichever is greater, for this transfer is Thirty One Million Nine Hundred Thousand and no/100 Dollars ($31,900,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this 4th day of June, 2004.

Notary Public

My Commission Expires: WENDY A. TREAT NOTARY PUBLIC MY COMMISSION EXPIRES FEB. 28, 2007

WENDY A. TREAT NOTARY PUBLIC CONNECTICUT

21732640v3

FOR AND IN CONSIDERATION OF the sum of Thirty One Million Nine Hundred Thousand and no/100 Dollars ($31,900,000.00), the receipt and sufficiency of which are hereby acknowledged, LBP GRASSMERE, LLC, a Delaware limited liability company ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto TALCOTT III GRASSMERE LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantee"), its successors and assigns, in fee simple, 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").

TOGETHER WITH all improvements located thereon, and all of Grantor's right, title and interest in the title, right, privilege, alleys, ways, easements, tenements, hereditaments, appurtenances and advantages thereto belonging, and interest therein, or in any way appertaining thereto.

FOR THE SAME CONSIDERATION recited above, Grantor hereby quitclaims to Grantee without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

The Property contains both improved and unimproved tracts located in Grassmere Business Park, Nashville, Tennessee.

This conveyance is expressly made subject to matters of records and 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 privileges, appurtenances, estate, title and interest belonging to Grantee, its successors and assigns forever.

And Grantor by special warranty, does 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, but not further or otherwise, expect as to matters of records and those matters, to which this conveyance is expressly made subject as set forth on Exhibit B

Witness my hand this 8th day of June, 2004

LBP GRASSMERE, LLC

By: _____
Alan E. Kerry
President

STATE OF MARYLAND)
COUNTY OF BALTIMORE)

Before me, MONICA ROVECAMP a Notary Public of said County and State, personally appeared Alan E. Kerry, 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 President of LBP Grassmere, LLC, the within named bargainor, a limited liability company, and that he as such President executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office, this 4th day of June, 2004

Monica Rovecamp
Notary Public

My Commission Expires: 8-1-06

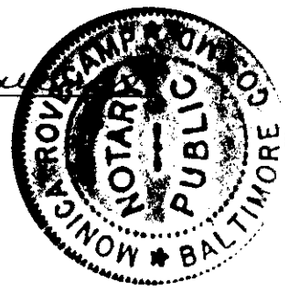


Exhibit "A"
Legal Description

All of the following land (the "Land"):

GRASSMERE I

Land in Davidson County, Tennessee, more particularly described as follows:

Being Lot No. 2 as shown on the Plat of the Resubdivision of Lots 1 and 2 of Section 1 of Grassmere, recorded as Instrument No. 20010131-0009390 in the Register's Office, Davidson County, Tennessee, to which Plat reference is here made for a complete description.

Together with appurtenant easements contained in Declaration and Grant of Reciprocal Access and Parking Easements of record in Book 9162, page 958, Register's Office, Davidson County, Tennessee, and contained in Declaration of Obligations Encumbering Lot Owners and Easement for Ingress and Egress recorded in Instrument #20020812-0097034, Register's Office, Davidson County, Tennessee.

GRASSMERE II

Land in Davidson County, Tennessee, more particularly described as follows:

Being Lot No. 3 as shown on the Plat of Section Two, Grassmere, recorded in Book 6200, page 77, in the Register's Office, Davidson County, Tennessee, to which Plat reference is here made for a complete description.

Together with Appurtenant Easements contained in Declaration and Grant of Reciprocal Access and Parking Easements of record in Book 9162, page 958, Register's Office, Davidson County, Tennessee.

GRASSMERE III

Land in Davidson County, Tennessee, more particularly described as follows:

Being Lot No. 7 as shown on the Plat of the Resubdivision of Section Six, Grassmere, recorded in Book 7900 at page 212, in the Register's Office, Davidson County, Tennessee, to which plat reference is here made for a complete description.

Together with a non-exclusive, perpetual easement for purposes of ingress and egress as set forth on Exhibit C on that certain Special Warranty Deed recorded in Book 9162, page 936, Register's Office, Davidson County, Tennessee, as modified by Declaration of Easement, Amendment of Easement and Surrender, Termination and Limitation on Use of Easements of record in Instrument #20010618-0064314, Register's Office, Davidson County, Tennessee.

LOT 2, GRASSMERE SECTION ONE, RESUBDIVISION OF LOT #1

Land in Davidson County, Tennessee, more particularly described as follows:

Being Lot No. 2 as shown on the Final Plat of Grassmere Section One, Resubdivision of Lot 1, recorded in Instrument No. 20020809-0096484, in the Register's Office, Davidson County, Tennessee, to which Plat reference is here made for a complete description.

Together with Appurtenant Easements contained in Declaration of Obligations Encumbering Lot Owners and Easement for Ingress and Egress recorded as Instrument #20020812-0097034, Register's Office, Davidson County, Tennessee.

TRACT II
MAP 133, PARCEL 127

Being a parcel of land in Nashville, First Civil District, Twenty-Sixth Councilmanic District, Davidson County, Tennessee, bounded on the south and east by Grassmere Park, on the north by D.V. Nashville, LLC, and on the west by Resubdivision Section 6, Grassmere of record in Book 7900, Page 212, R.O.D.C. being more particularly described as follows:

BEGINNING, at a point in the northerly right-of-way line of Grassmere Park, said point being the southeasterly corner of Lot No. 7, as shown on the Resubdivision of Section Six, Grassmere:

THENCE, with said easterly line the following calls:

N 00°09' 00" E, 31.50 feet to an existing iron rod:

With a curve to the right 75.89 feet to an existing iron rod; said curve having a central angle of 30°24' 00", a radius of 143.03 feet, a tangent of 38.86 feet and a chord of N 15°20' 59" E, 75.00 feet;

N 30°33' 00" E, 77.50 feet to an existing iron rod;

With a curve to the left 106.64 feet to an existing iron rod, said curve having a central angle of 09°36' 15", a radius of 636.17 feet, a tangent of 53.44 feet, and a chord of N 25°44' 52" E, 106.51 feet:

N 20°56' 45" E, 6.82 feet to a existing iron rod;

With a curve to the left 87.58 feet to an existing iron rod in the southwesterly corner of property conveyed to D. V. Nashville, LLC, of record in Instrument No. 20010680064315, R.O.D.C., said curve having a central angle of 31°10' 09", a radius of 161.00 feet, a tangent of 44.91 feet and a chord of N 05°21' 40" E, 86.51 feet:

THENCE, with said southerly line of D.V. Nashville, LLC Property the following calls:

N 79°46' 35" E, 270.42 feet to an existing iron rod;
N 48°34' 57" E, 246.95 feet to a paint mark;
N 86°42' 42" E, 32.15 feet to a lead plug in the westerly right-of-way of Grassmere Park;

THENCE, with the westerly right-of-way line of said Grassmere Park S 00°09' 00" W, 338.78 feet to an existing iron rod;

THENCE, continuing with said line with a curve to the right 369.14 feet to an existing iron rod in the northerly right-of-way line of said Grassmere Park, said curve having a central angle of 90°00' 00", a radius of 235.00 feet, a tangent of 235.00 feet and a chord of S 45°09' 00" W, 332.34 feet;

THENCE, with said northerly right-of-way line N 89°51' 00" W, 363.03 feet to the Point of Beginning;

Containing 218,772 square feet or 5.02 acres, more or less.

Together with Appurtenant Easements reserved in Deed of Record in Book 9162 page 936 Register's Office, Davidson County, Tennessee and contained in Declaration of Easement, Amendment of Easement and Surrender, Termination and Limitation on Use of Easements, of record in Instrument No. 20010618 – 0064314, said Register's Office.

IN EACH CASE, TOGETHER WITH:

All right, title and interest of Seller/Grantor, if any, in and to any easements, rights of way, licenses, interests, rights and appurtenances of any kind specifically relating to or appertaining to the Land and/or the improvements located thereon, including, but not limited to, all appurtenant right, title and interest of Seller/Grantor in and to an adjacent vaults or alleys, and any air, zoning or development rights appurtenant to the Land and/or the improvements located thereon; all right, title and interest of Seller/Grantor, if any, in and to any land lying in the bed of any public highway, public street, public road, public avenue or public access way in front of, at a side of or adjacent to the Land to the center line thereof, together with all right, title and interest of Seller/Grantor in and to any awards made, or to be made, in lieu thereof, and in and to any unpaid awards for damages thereto by reason of a change of grade of any such public highway, public street, public road, public avenue or public access way; and all right, title and interest, if any, of Seller/Grantor in any alleys, strips or gores of land adjoining and pertaining to the Land.

All tracts of land conveyed herein being part of the same property conveyed to LBP Grassmere, LLC, a Delaware limited liability company by deeds recorded in Instrument #200007060067258, Instrument #200007060067257, Instrument #200007060067259, and Instrument #200007060067260, Register's Office of Davidson County, Tennessee.

EXHIBIT "B"

Permitted Exceptions

All matters of record and all matters set forth on that certain ALTA Survey prepared by Barge Waggoner Sumner & Cannon, Inc., dated April 5, 2000 and last updated June 3, 2004, including without limitation the following matters:

With Respect to Grassmere III:

1. 2004 and subsequent years real property taxes are a lien, but not yet due and payable.
2. Subject to all restrictions contained in owner's certificate shown on Plan of record in Plat Book 7900, page 212, Register's Office, Davidson County, Tennessee, and the following matters depicted on ALTA/ACSM Land Title Survey of Barge Waggoner Sumner & Cannon dated 4/5/2000 & last reinspected and updated 6/3/04: 20-foot drainage easement along easterly portion of lot; 20' sanitary sewer easement at easterly line; a 10-foot public utility and drainage easement along Grassmere Park Drive; Public Utility & Landscape & Drainage Easement of varying width at corner of Grassmere Park Drive and Trousdale Drive and 30 feet along Trousdale Drive; and a 30-foot ingress/egress easement at Trousdale Drive.
3. Subject to Declaration of Restrictive Covenants of record in Book 6008, page 866, Register's Office, Davidson County, Tennessee; Amendment of record in Book 6280, page 524, said Register's Office; Second Amendment of record in Instrument #200005310053960, re-recorded in Instrument #20006090058113, said Register's Office.
4. Subject to Storm Water Detention Agreement of record in Book 6691, page 296, and Instrument #20020530-0065593, Register's Office, Davidson County, Tennessee.
5. Subject to rights of adjacent property owner to use an ingress and egress easement 30 feet wide set out on the plat recorded in Book 7900, page 212, Register's Office, Davidson County, Tennessee.
6. Subject to easements for signage, landscaping, ingress and egress reserved and easements for ingress and egress granted and obligations including, without limitation, indemnity, maintenance, repair and payment obligations set forth in that certain Special Warranty Deed recorded in Book 9162, page 936, Register's Office, Davidson County, Tennessee, all as more fully set forth in Exhibit "C" of said Special Warranty Deed, as referenced in Note 11 of said Survey. Easements contained herein were modified by deed by Declaration of Easements, Amendment of Easement, and Surrender, Termination and Limitation on Use of Easements of record in Instrument #20010618-0064314, Register's Office, Davidson County, Tennessee.
7. Subject to Declaration of Easement, Amendment of Easement, and Surrender, Termination and Limitation on Use of Easements of record in Instrument #20010618-0064314, Register's Office, Davidson County, Tennessee, as referenced in Note 10 of said Survey.
8. "Intentionally Omitted".

With Respect to Grassmere I:

9. 2004 and subsequent years real property taxes are a lien, but not yet due and payable.
10. Subject to Restrictions contained in Owner's Certificate and in Note 7, as shown on Plan of record in Instrument #20010131-0009390, Register's Office, Davidson County, Tennessee, and the following matters shown on said plat as depicted on the ALTA/ACSM Land Title Survey by Barge Waggoner Sumner & Cannon, dated 4/5/2000, and last reinspected and updated 6/3/2004: a 20-foot public utility and drainage easement running across the westerly portion of lot; a 25-foot, widening to 70-foot and more, landscape buffer easement along the southerly line; a 10-foot public utility and drainage easement along the easterly line, a 15-foot minimum building setback line along Grassmere Park Drive and a 150-foot minimum

building setback line along Elysian Fields Road; and a joint access ingress/egress easement at the northwest corner of lot as shown on plat of record in Instrument #200208120097034, Register's Office, Davidson County, Tennessee.

11. Subject to Declaration of Restrictive Covenants of record in Book 6008, page 866, Register's Office, Davidson County, Tennessee; Amendment of record in Book 6280, page 524, said Register's Office; Second Amendment of record in Instrument #200005310053960, re-recorded in Instrument #20006090058113, said Register's Office.
12. Subject to Storm Water Detention Agreement of record in Book 6691, page 296, and Instrument #20020530-0065593, Register's Office, Davidson County, Tennessee, as referenced in Note 9 of said survey.
13. Subject to rights of tenants as parties in possession under that certain Lease Agreement with GTE Mobilenet of Nashville, Incorporated dated 9/30/98, as it may have been amended from time to time.
14. Subject to Declaration of Obligations Encumbering Lot Owners and Easement for Ingress and Egress of record in Instrument #20020812-0097034, Register's Office, Davidson County, Tennessee.
15. Subject to Declaration and Grant of Reciprocal Access and Parking Easements of record in Book 9162, page 958, Register's Office, Davidson County, Tennessee, as referenced in Note 12 of said survey.
16. "Intentionally Omitted".

With Respect to Grassmere II:

17. 2004 and subsequent years real property taxes are a lien, but not yet due and payable.
18. Subject to restrictions contained in owner's certificate shown on Plan of record in Plat Book 6200, page 77, Register's Office, Davidson County, Tennessee, and the following matters shown on said plat as depicted on ALTA/ACSM Land Title Survey by Barge Waggoner Sumner & Cannon dated 4/5/2000 and last reinspected and updated 6/3/2004, File No. 31083-00: a 25-foot landscape buffer easement along Elysian Fields Road; a 10-foot public utility and drainage easement along easterly line, a portion of broken northerly line, and westerly line of lot; and a 150-foot minimum building setback line along Elysian Fields Road.
19. Subject to Declaration of Restrictive Covenants of record in Book 6008, page 866, Register's Office, Davidson County, Tennessee; Amendment of record in Book 6280, page 524, said Register's Office; Second Amendment of record in Instrument #200005310053960, re-recorded in Instrument #20006090058113, said Register's Office.
20. Subject to Storm Water Detention Agreement of record in Book 6691, page 296, and Instrument #20020530-0065593, Register's Office, Davidson County, Tennessee, as referenced in Note 9 on said survey.
21. Subject to Declaration and Grant of Reciprocal Access and Parking Easements of record in Book 9162, page 958, Register's Office, Davidson County, Tennessee, as referenced in Note 12 on said survey.
22. "Intentionally Omitted".

With Respect to Lot #2 Grassmere Section One, Resubdivision Lot #1:

23. 2004 and subsequent years real property taxes are a lien, but not yet due and payable.
24. Subject to Restrictions contained in Owner's Certificate and Note #'s 5, 6 7, 8, 12 & 13 shown on Plan of record in Instrument #20020809-0096484, Register's Office, Davidson County, Tennessee, and the following matters shown on said plat, as depicted on the ALTA/ACSM Land Title Survey by Barge Waggoner Sumner & Cannon dated 4/5/2000, and last reinspected and updated 6/3/2004: a 20-foot sanitary sewer easement at northwest corner of lot; a 24-foot joint access easement along northerly line; a 150-foot minimum building setback line; and a 70-foot landscape buffer along Elysian Fields Road; a 10-foot sidewalk

and pedestrian access easement along Elysian Fields Road and at corner of Elysian Fields Road and Trousdale Drive; a 20-foot public utility easement along Elysian Fields Road and a 20-foot landscape buffer easement along Trousdale Drive; a 20-foot minimum building setback line and public utility easement along Trousdale Drive; and the following Notes: No grading, blasting or building permits shall be issued for this property prior to final PUD approval of Lot No. 2, and Note 12: A cross access and joint parking easement shall encompass all parking and drives within Lot 1 & 2 as part of this plat recording.

25. Subject to Storm Water Detention Agreement of record in Book 6691, page 296, and in Instrument #20020530-0065593, Register's Office, Davidson County, Tennessee, as referenced in Note 9 on said survey.
26. Subject to rights of tenants as parties in possession under that certain Lease Agreement with GTE Mobilenet of Nashville, Incorporated, dated September 30, 1998, not of record, as it may have been amended from time to time (as to appurtenant easements only).
27. Subject to 20-foot public utility and drainage easement within joint access ingress and egress easement as shown on the plan of Resubdivision of Lots 1 and 2, Section One, Grassmere, of record as Instrument #20010131-0009390, Register's Office, Davidson County, Tennessee, and as depicted on said survey (as to appurtenant easements).
28. Subject to Declaration of Restrictive Covenants of record in Book 6008, page 866; as amended by Amendment to Declaration of Restrictive Covenants of record at Book 6280, page 524; as further amended by Second Amendment of Declaration of Restrictive Covenants of record at Instrument #200005310053960 and re-recorded as Instrument #20000606900581 13, Register's Office, Davidson County, Tennessee (as to appurtenant easements only), as referenced in Note 8 of said survey.
29. Subject to Declaration and Grant of Reciprocal Access and Parking Easements of record at Book 9162, page 958, Register's Office, Davidson County, Tennessee (as to appurtenant easements only as referenced on Note 12 of said survey).
30. Subject to Declaration of Obligations Encumbering Lot Owners and Easement for Ingress and Egress dated as of August 1, 2002, and recorded as Instrument #200208120097034, Register's Office, Davidson County, Tennessee, as referenced in Note 13 of said survey.
31. "Intentionally Omitted".

With Respect to Map 133 Parcel 127:

32. 2004 and subsequent years real property taxes are a lien, but not yet due and payable.
33. Subject to Declaration of Restrictive Covenants recorded in Book 6008, page 866, Register's Office, Davidson County, Tennessee; as amended by Amendment to Declaration of Restrictive Covenants recorded in Book 6280, page 624; further amended by Second Amendment of Declaration of Restrictive Covenants recorded in Instrument #200005310053960, and re-recorded as Instrument #20000606900591 13, said Register's Office.
34. Subject to Storm Water Detention Agreement recorded in Book 6691, page 296, Register's Office, Davidson County, Tennessee, as referenced in Note 9 of said survey as a "Blanket Easement".
35. Subject to 20-foot sanitary sewer easement along broken northerly line as depicted on said survey, and shown on Plat of record in Book 7900, page 212, Register's Office, Davidson County, Tennessee.
36. Subject to Easements for ingress and egress reserved, and easements for ingress and egress granted and obligations including, without limitation, indemnity, maintenance, repair and payment obligations set forth in that certain Special Warranty Deed recorded in Book 9162, page 936, Register's Office, Davidson County, Tennessee, all as more fully set forth in Exhibit C of said Special Warranty Deed, as referenced in Note 11 of said Survey; Easements contained therein were modified by Declaration of Easement, Amendment of Easement, and

Surrender, Termination and Limitation on Use of Easements, dated June 18, 2001, and recorded in Instrument #20010618-0064314, Register's Office, Davidson County, Tennessee, as referenced in Note 10 of said Survey.

37. Subject to Terms and Conditions of Declaration of Easement, Amendment of Easement, and Surrender, Termination and Limitation on Use of Easements, dated June 18, 2001, and recorded in Instrument #20010618-0064314, Register's Office, Davidson County, Tennessee, as referenced in Note 10 of said Survey.
38. "Intentionally Omitted".