SPECIAL WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Map and Parcel No.:
ARI-Grassmere Corporate Plaza, LLC 27432 Calle Arroyo San Juan Capistrano, CA 92675	Same	Map 133 Parcel 135

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Grassmere Partners, a Tennessee partnership and One Touch Wireless, LLC, a Tennessee limited liability company as tenants in common,** (collectively the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto **ARI-Grassmere Corporate Plaza, LLC** (the "Grantee"), its successors and assigns, all its right title and interest in and to the following described real estate located in Nashville, Davidson County, Tennessee, more particularly described as follows:

Being Lot No. 5, as shown on the Second Revision of Lots 5 and 8, Resubdivision of Lots 5 and 6, Section Four, Grassmere, of record in Plat Book 9700, page 615, Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to Grassmere Partners (formerly known as Grassmere Park Associates) by Deeds of record in Book 6586, pages 454 and 458, and corrected respectively in Book 6934, page 500 and 507, Register's Office for Davidson County Tennessee and conveyed by Grassmere Partners to the Grantors by Deed of record as Instrument No.s 20040927-0116043 and 20040927-0116044 Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all appurtenances, estate, hereditaments, title and interest thereunto belonging or in anywise appertaining to the said Grantee, its successors and assigns in fee simple forever.

And the Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as shown on Exhibit A attached hereto.

And the Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the land to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor but not further or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Special Warranty Deed as of this 28th day of September, 2004.

Davidson County DEEDWARR
Recvd: 09/29/04 14:50 5pgs
Fees:28.00 Taxes:81511.00
20040929-0117462

(SIGNATURES ON FOLLOWING PAGES)

Grassmere Partners, a Tennessee partnership

By: RCM Interests II, LP, Managing General Partner
By: RCM Interests, LP, General Partner
By: Robert C.H. Mathews
Its: General Partner

By: Mathews Development Corporation, General Partner
By: Robert C.H. Mathews
Its: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared **Robert C.H. Mathews, III,** with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who upon oath, acknowledged himself to be the General Partner of RCM Interests, LP, general partner of RCM Interests II, LP, Managing General Partner of Grassmere Partners, the within named bargainor, a Tennessee partnership, and that he, as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such General Partner.

WITNESS my hand and official seal at office this 28th day of September, 2004.

Amy D. Nix
Notary Public

My Commission Expires: 1-19-08.

AMY D. NIX STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared **Robert C.H. Mathews, III**, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who upon oath, acknowledged himself to be the President of **Mathews Development Corporation**, the within named bargainor, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

WITNESS my hand and official seal at office this 28th day of September, 2004.

Amy D. Nix
Notary Public

My Commission Expires: 1-19-08.

AMY D. NIX STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

ONE TOUCH WIRELESS, LLC

BY: _____
Alan R. Sielbeck

ITS: Chief Manager

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared **Alan R. Sielbeck**, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who upon oath, acknowledged himself to be the Chief Manager of ONE TOUCH WIRELESS, LLC, the within named bargainor, a limited liability company, and that he, as such Chief Manager, being 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 official seal at office this 28th day of August, 2004.

_____
Notary Public

My Commission Expires: 7-19-08.

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 22,030,000 .

Affiant

Subscribed and sworn to before me this 28th day of September, 2004.

Notary Public

My commission expires: 7-19-08

AMY D. NIX
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

This instrument prepared by
Thomas C. Scott
TUNE, ENTREKIN & WHITE
21st Floor, AmSouth Center
Nashville, Tennessee 37238

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EXHIBIT A

Lot 5 as shown on the plan of Second Revision Lots 5 and 8, Re-subdivision of Lots 5 and 6, Section Four, Grassmere as of record in Book 9700, page 615, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to the Grantor by Deeds of record in Book 6586, page 458 and corrected in Book 6934, page 500 and 507 respectively, Register's Office for Davidson County, Tennessee.