Davidson County DEEDWARR
Recvd: 11/30/04 14:53 5pgs
Fees:28.00 Taxes:2405.00
20041130-0142421

THIS INSTRUMENT PREPARED BY: WHITE & REASOR, PLC (SLW)
3102 West End Avenue, Suite 1150
Nashville, Tennessee 37203

Address New Owner:	Send Tax Bills To:	Map-Parcel No.:
Provident Holdings, LLC 330 Mallory Station Road, Suite E-15 Franklin, Tennessee 37067	Same	Map 102-0 Parcel 81

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, receipt of all of which is hereby acknowledged, JDN REALTY CORPORATION, a Maryland corporation ("Grantor"), has this day bargained and sold, and does hereby transfer and convey unto PROVIDENT HOLDINGS, LLC, a Tennessee limited liability company ("Grantee"), certain real property in Davidson County, Tennessee, described on Exhibit "A" attached hereto.

This is unimproved property known as Outparcel 3, The Marketplace Shopping Center, Nashville, Tennessee and has a street address of 7000 Charlotte Pike, Nashville, Tennessee 37209-4210.

TO HAVE AND TO HOLD the said real property, together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining to Grantee, its successors and assigns, in fee simple forever.

Grantor further covenants that Grantor is seized and possessed of the said real estate and has the right to convey it, has done nothing to impair such title as Grantor received, and binds itself and its successors to warrant and forever defend the title to said real estate to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions affecting the subject property:

See Exhibits B and C attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor executed this instrument as of the 17th day of November, 2004.

GRANTOR: JDN REALTY CORPORATION,
a Maryland corporation

By: _____
Printed Name: DAVID E. WEISS
Title: VICE PRESIDENT

STATE OF Ohio
COUNTY OF CUYAHOGA

Personally appeared before me, the undersigned, a Notary Public for the State and County aforesaid, DAVID E. WEISS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that (he)/she is the VICE PRESIDENT of JDN REALTY CORPORATION and is authorized by said corporation to execute this instrument on its behalf.

KATHLEEN MICHEL
Notary Public, State of Ohio
My Commission Expires June 15, 2008
Recorded in Lake County

Witness my hand, at office, this 17th day of November, 2004.

Kathleen Michel
Notary Public

My commission expires: June 15, 2008

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is **$650,000.00**

_____
Affiant

SUBSCRIBED AND SWORN to before me, this 22nd day of November, 2004.

_____
Notary Public

My commission expires: _____

CHANDLER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires 11/24/07

Exhibit "A"

Land in Davidson County, Tennessee being Lot No. 3 (Outparcel Three) on the Plan entitled "Revised Unified Plat of Subdivision, The Marketplace" of record as Instrument No. 20010515-0050282, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Together with appurtenant easements for access, utilities and drainage established by the Consolidated, Amended and Restated Easements with Covenants and Restrictions Affecting land of record as Instrument No. 20010907-0097402, Register's Office for Davidson County, Tennessee.

Also together with appurtenant easements for access, utilities and drainage established by the Access and Drainage Easement Agreement of record as Instruments No. 20021024-0130487 and 20030113-0005133, said Register's Office.

Being part of the same property conveyed to JDN Realty Corporation, a Maryland corporation by deed from JDN Development Company, Inc., a Delaware corporation of record in Book 11180, page 161, Register's Office for Davidson County, Tennessee. JDN Realty Corporation, a Maryland corporation conveyed their interest in the subject to JDN Realty, LP, Inc., a Delware corporation by Quitclaim Deed of record in Book 11266, page 439, said Registers Office. JDN Realty LP, Inc., a Delaware corporation conveyed their interest in the subject property to JDN Realty Investment, LP, a Georgia limited partnership by Quitclaim Deed of record in Book 11266, page 445, said Register's Offfice. The said JDN Realty Investment LP, a Georgia limited partnership has since been dissolved with its interest in the subject property being conveyed to JDN Realty Corporation, a Maryland corporation by Quitclaim Deed of Dissolution of record in Book 11545, page 377, said Register's Office, and being the same property conveyed to JDN Realty Corporation by Quitclaim Deed from JDN Realty corporation of record in Book 11761, page 341, said Register's Office.

EXHIBIT B

Exceptions to Title

1. The lien of ad valorem taxes for 2005 and subsequent years;

2. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessements and liens provided in the Covenants, Conditions and Restrictions of record in Book 11034, Page 519, Register's Office for Davidson County, Tennessee (the "CCR");

3. Subject to all matters shown on the Plan of record in instrument number 20000907-0088376, as revised in instrument number 20010515-0050282, Register's Office for Davidson County, Tennessee;

4. Consolidated, Amended and Restated Easements with Covenants and Restrictions Affecting Land of record as instrument number 20010907-0097402, as amended in instrument number 20031021-0155457, and as further amended in instrument number 20040511-0053649, Register's Office for Davidson County, Tennessee (the "ECR");

5. Easements of record in Book 6910, Page 571, Register's Office for Davidson County, Tennessee; and

6. Access and Drainage Easement Agreements of record in instrument number 20021024-0130487 and instrument number 20030113-0005133, Register's Office for Davidson County, Tennessee.

EXHIBIT C

Additional Restrictions

1. The Property shall not be used for any purpose in violation of the CCR or the ECR.

2. Any hazardous materials (as such term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act 42 U.S.C. §9601 et seq., as amended ("CERCLA"), or asbestos, petroleum or petroleum based products or derivatives (collectively "Hazardous Materials") stored or used on the Property shall be stored or used in strict compliance with all applicable local, state and federal regulations. Any underground or aboveground storage tanks on the Property shall be installed and maintained in strict compliance with all applicable local, state and federal regulations.

3. Grantee waives and releases Grantor from any claims for recovery of costs associated with conduct of any voluntary action or any remedial responses, corrective action or closure under any applicable federal, state or local environmental laws ("Environmental Laws"). For purposes of this release, the term "Environmental Laws" shall include, without limitation, CERCLA. and the Resource Conversation and Recovery Act ("RCRA"), 42 U.S.C. §6901 *et seq.* as amended from time to time; and any similar federal, state and local laws and ordinances and the regulations and rules implementing such statutes, laws and ordinances.

4. The Property shall not be used for any purpose in violation of any exclusive use or restriction previously granted in favor of any other tenant or owner in the Shopping Center or any future exclusive use or restriction should Grantee desire to change its use of the Property.

5. The Improvements to be constructed on the Property shall be limited to two (2) one-story buildings (the "Buildings"). One of the Buildings may have a lower level servicing bay/basement. Grantee shall not use the Improvements as retail shop space. In no event shall either of the Buildings be leased to more than one tenant at a time or used for more than one use at a time.