1st

THIS INSTRUMENT PREPARED BY:
Laurence M. Papel, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
211 Commerce Street, Suite 1000
Nashville, TN 37201

Davidson County DEEDWARR
Recvd: 12/06/04 12:43 5pgs
Fees:28.00 Taxes:3052.50
20041206-0144888

ADDRESS NEW OWNER
Spiva-Hill White Bridge Partners
4121 Hillsboro Road, Suite 302
Nashville, Tennessee 37215
Attention: Mr. George N. Spiva

SEND TAX BILLS TO:
same

MAP PARCEL
Map 91-14
Parcel 179

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $825,000.00.

Affiant

Subscribed and sworn to before me this the 1st day of December, 2004.

Notary Public

My Commission Expires: My Commission Expires SEPT. 22, 2007

KELLI R. ALEXANDER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

SPECIAL WARRANTY DEED

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 considerations, the receipt and sufficiency of which are hereby acknowledged, **Tullahoma Partners**, a Tennessee general partnership, hereinafter called "GRANTOR," has bargained and sold, and by these presents does transfer and convey unto **Spiva-Hill White Bridge Partners**, a Tennessee general partnership, hereinafter called "GRANTEE," its successors and assigns, certain real property in Davidson County, State of Tennessee, described as follows (the "Property"):

(SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN)

The Property is transferred subject to the limitations, restrictions, and encumbrances set forth on **Exhibit "B**."

This is improved property known as 358 White Bridge Road, Nashville, Tennessee 37209.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with said GRANTEE that GRANTOR is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by GRANTOR (except as listed on **Exhibit B**) and representations and limitations as expressly provided for hereby; and GRANTOR does further covenant and bind itself, its successors, assigns and representatives, to warrant and forever defend the title to the Property to the said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under the GRANTOR, but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS its hand this, the 1st day of December, 2004.

GRANTOR:

Tullahoma Partners, a Tennessee general partnership

By: Estate of David K. Wachtel, Jr.

Title: General Partner

By: Sharon Wachtel

Sharon Wachtel, Executrix of the Estate of David K. Wachtel

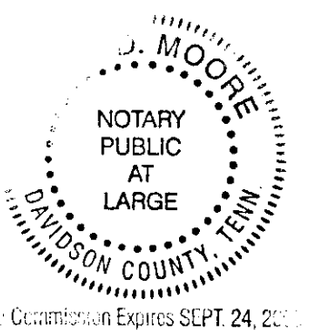
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Sharon Wachtel**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be Executrix of the Estate of David K. Wachtel, which is the General Partner of Tullahoma Partners, the within named bargainor, a Tennessee general partnership, and that she as such Executrix, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by herself as Executrix.

Witness my hand and seal, at office, in Nashville, Tennessee, this the 1st day of December, 2004.

Notary Public

My Commission Expires: 9-24-05



My Commission Expires SEPT. 24, 20[illegible]

N MBH 485532 v1
2825466-000001 11/29/04

EXHIBIT "A"

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

Beginning at a concrete monument at the intersection of the westerly margin of Orlando Avenue and the northerly margin of Lenox Avenue, thence with the northerly margin of Lenox Avenue South 68 degrees 38' 19" West 119.17 feet to a concrete monument; thence leaving Lenox Avenue North 20 degrees 26' 55" West 158.43 feet to a point in the centerline of an alley closed by Metro Ordinance No. 84-264; thence South 68 degrees 35' 28" West 112.61 feet to an iron pin in the easterly margin of White Bridge Road; thence with the easterly margin of White Bridge Road with a curve to the left having an angle of 0 degrees 12' 33" and a radius of 5775.58 feet a distance of 21.10 feet; thence continuing with the easterly margin of White Bridge Road North 5 degrees 01' 00" West 102.50 feet to an iron pin in the southerly margin of Alley No. 1524; thence with the southerly margin of Alley No. 1524 North 68 degrees 38' 59" East, 198.92 feet to an iron spike in the westerly margin of Orlando Avenue; thence with the westerly margin of Orlando Avenue South 20 degrees 26' 12" East 276.91 feet to the point of beginning.

BEING the same property conveyed to Tullahoma Partners, a Tennessee general partnership, by deed of Record in Book 8063, page 683, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

THE FOREGOING DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING:

1. Metropolitan Government and Davidson County Taxes for the year 2004 and subsequent years.

2. Easement(s) to Metropolitan Government of Nashville and Davidson County, Tennessee for Sanitary Sewers and/or Storm Drainage as set forth in instrument recorded in Book 4017, page 343, Register's Office for Davidson County, Tennessee.

3. All matters as shown on plat recorded in Book 161, page 164, Register's Office for Davidson County, Tennessee.

4. Easement(s) to BellSouth Telecommunications, Inc. as set forth in instrument recorded in Instrument No. 20020918-0113898, Register's Office for Davidson County, Tennessee.

5. Easement(s) to BellSouth Telecommunications, Inc. as set forth in Book 9911, page 772, Register's Office for Davidson County, Tennessee.