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: 12/30/04 14:31 5 pgs
Fees:28.00 Taxes:15432.70
20041230-0154887

ADDRESS NEW OWNER
Fourth Avenue Investment Partners
c/o Colliers Turley Martin Tucker
5250 Virginia Way, Suite 100
Brentwood, Tennessee 37027

SEND TAX BILLS TO:
Same

MAP PARCEL
Map 93-2-3
Parcel 146

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $4,171,000.00.

Affiant

Subscribed and sworn to before me this the 29th day of December, 2004.

Notary Public

My Commission Expires: November 22, 2008

STELLA M. McDANIEL NOTARY PUBLIC AT LARGE DAVIDSON CO. 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, **J & G Realty Associates**, a New Jersey general partnership, hereinafter called "GRANTOR," has bargained and sold, and by these presents does transfer and convey unto **Fourth Avenue Investment 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 230 Fourth Avenue North, Nashville, Tennessee.

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 it 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 representative, 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 29th day of December, 2004.

GRANTOR:

J & G Realty Associates, a New Jersey general partnership

By: Malhame Realty Associates, L.P., a Delaware limited partnership, Partner

By: Englewood Realty Corp., a Tennessee corporation, General Partner

By: _____

John Malhame, President

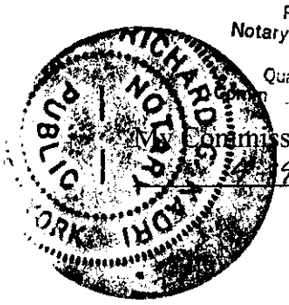
N MBH 488869 v1
2823483-000001 12/27/04

STATE OF NEW JERSEY

COUNTY OF BERGEN

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **John Malhame**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledge himself to be President of Englewood Realty Corp., a Tennessee corporation, which is the General Partner of Malhame Realty Associates, L.P., a Delaware limited partnership, which is the Partner of J & G Realty Associates, the within named bargainor, a New Jersey general partnership, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the bargainor as the President of the General Partner of its Partner.

Witness my hand and seal, at office in Englewood, New Jersey, this the 29th day of December, 2004.



Notary Public

My Commission Expires:

4-19-05

N MBH 488869 v1
2823483-000001 12/27/04

EXHIBIT "A"

A tract of land in the First Civil District of Metropolitan Nashville, Davidson County, Tennessee, being a portion of Lot No. 52 as shown on the Plan of the Original Town of Nashville, not of record and a portion of the Plan of the McGavock Block as of record in Plat Book 63, Page 104, Register's Office of Davidson County, Tennessee, and being more particularly described according to a field-run survey by Ragan-Smith-Associates, Inc.; Job No. 93-130/4315; dated: August 5, 1993; certified by John O. Spry, Registered Land Surveyor No. 727, as follows:

Beginning at a tack set in a leaded hole at the intersection of the northerly right-of-way line of the Bank Alley (20-foot R.O.W.) and the easterly right-of-way line of Fourth Avenue North (49.5-foot R.O.W.) and proceeding as follows:

1. With the easterly right-of-way line of Fourth Avenue North, N 27° 28' 33" W, 128.30 feet to a point in concrete wall at the southwesterly property corner of a tract of land deeded to 234 Fourth Avenue North, Inc. as of record in Book 8621, page 831, Register's Office for Davidson County, Tennessee; thence,

2. Leaving said right-of -way line, with the center of a concrete brick wall, N 62° 19' 06" E, 54.66 feet to a point in said wall in a westerly property line of a tract of land deeded to 236 Fourth Avenue North L.P. as of record in Book 5838, page 406, Register's Office for Davidson County, Tennessee; thence,

3. With said westerly property line, in part, S 27° 40' 54" E, 0.50 of a foot to a point in said wall; thence,

4. With the southerly property line of 236 Fourth Avenue North L.P. property and the southerly property line of a tract of land deeded to Union Street Properties as of record in Book 8884, page 323, Register's Office for Davidson County, Tennessee, and the southerly property line of two tracts of land deeded to 323 Union Street by deeds of record in Book 5863, page 450 and Book 5863, page 452, Register's Office for Davidson County, Tennessee, N 62° 19' 06" E, 117.24 feet to a tack set in leaded hole in the westerly right-of-way line of Printers Alley (15-foot R.O.W.); thence,

5. With the westerly right-of-way line of Printers Alley, S 26° 51' 26" E, 128.11 feet to a tack set in leaded hole at the intersection of said westerly right-of-way line and the northerly right-of-way line of the Bank Alley; thence,

6. With the northerly right-of-way line of the Bank Alley, S 62° 24' 58" W, 170.52 feet to the point of beginning and containing 21,934 square feet or 0.504 of an acre more or less.

Being the same property deeded to J & G Realty Associates, a New Jersey general partnership, by deed of record in Book 9043, page 70, 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 2005 and subsequent years.

2. Rights of tenants in possession as "Tenants Only" under unrecorded lease(s).

3. Restrictions as to the Capitol Mall Redevelopment Project of record in Book 7423, page 374, Book 8027, page 865, Book 9208, page 613, Book 10512, page 464 and Instrument No. 20020626-0076795, Register's Office for Davidson County, Tennessee.

4. Declaration of Reciprocal Easements as set forth in instrument recorded in Book 6230, page 498, Register's Office for Davidson County, Tennessee.

5. Right of Way Easement as set forth in instrument recorded in Book 8899, page 32, Register's Office for Davidson County, Tennessee.

6. Declaration of Privilege as set forth in instrument recorded in Book 6434, page 545, Register's Office for Davidson County, Tennessee.

7. Terms and provisions of Lease from J&G Realty Associates, a New Jersey general partnership, to SouthTrust Bank of Middle Tennessee dated November 13, 1993 and recorded in Book 9198, page 886 and Book 9198, page 889, Register's Office for Davidson County, Tennessee.

8. Terms and provisions of Lease from J&G Realty Associates to World Finance Corporation of Tennessee dated July 1, 2004, and recorded in Instrument No. 20040831-0105116, Register's Office for Davidson County, Tennessee.

9. Party wall(s) situated partly on subject property and partly on adjoining properties.

10. All matters shown on survey Job No. 93-130 7606 dated July 7, 2004, last revised July 12, 2004 and prepared by Kenneth R. Shreeve, TN RLS No. 2298, of Ragan Smith Associates, Surveyors.