NAT GF No. TX047010319/MR

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CTTC
5P.

This instrument prepared by:
Wal-Mart Stores East, LP
Sam M. Walton Development Complex
2001 S.E. 10th Street
Bentonville, AR 72716-0550
Attn: Nathan Hamblen

Davidson County DEEDWARR
Recvd: 01/26/05 15:41 5 pgs
Fees:28.00 Taxes:4070.00
20050126-0009818

After recording mail to:
North American Title Company
500 N. Akard
Suite 2900
Dallas, TX 75201
Attn: Marsha Reynolds

SPECIAL WARRANTY DEED

PICK-UP

This SPECIAL WARRANTY DEED made as of January 20, 2005, between **WAL-MART STORES EAST, LP**, a Delaware limited partnership, with an address of 702 S.W. 8th Street, Bentonville, AR 72716 ("Grantor"), and **NASHVILLE VENTURE NO. ONE, L.P.**, a Texas limited partnership, with an address of 16910 Dallas Parkway, Suite 100, Dallas, TX 75248 ("Grantee").

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract(s) of land, containing 2.595 ACRES, more or less, situated, lying, and being in the City of Nashville, Davidson County, Tennessee, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said land unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record, and subject to the following conditions and restrictions:

(a) Grantee covenants that the Property shall only be used for purposes of the kind typically found in shopping centers, including, but not limited to, offices, restaurants, and retail shops.

(b) Grantee further covenants that the Property shall not be used for or in support of the following: (i) a discount store in excess of twelve thousand (12,000) square feet in floor size, wholesale membership/warehouse club, grocery store/supermarket, pharmacy/drug store; (ii) gas station, quick lube/oil change facility, automobile tire sales; (iii) movie theater, bowling alley, health spa/fitness center; (iv) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), pawn shop, bar, night club, billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages; or (v) any business whose major source of business is derived from the cashing of checks or making loans. This is not to exclude the regular business of any bank or financial institution insured by the F.D.I.C.

(c) Grantee further covenants that only one (1) one-story building may be erected on said Property, which building, so long as the applicable parking ratio required herein is met, shall not exceed thirty thousand (30,000) square feet in floor size or twenty-two (22) feet in height, said height limitation shall not include architectural features.

(d) Purchaser further covenants that in the event the Property is used for a building with *multiple tenants*, there shall not be less than five (5) parking spaces for every one thousand (1,000) square feet of floor building area thereon, and thirteen (13) parking spaces for every one thousand (1,000) square feet of floor building area

used for restaurants exceeding two thousand (2,000) square feet; in the event the Property is used for a *free-standing* restaurant, there shall not be less than fifteen (15) parking spaces on the Property for every one thousand (1,000) square feet of floor building area thereon; for all other uses permitted hereunder there shall not be less than five (5) parking spaces per one thousand (1,000) square feet of floor building area on the Property.

(e) Grantee further covenants that: (i) only signs advertising business located on the Property may be erected thereon;(ii) the Property and all improvements erected or constructed thereon shall be maintained in good condition and repair; and (iii) the exterior of which shall not be constructed of metal.

(f) Grantor reserves the right to approve, prior to commencement of any construction by Grantee of any buildings or improvements on the Property, Grantee's: (i) site plans, (ii) utility plans including connections, (iii) grading plans including stormwater management, (iv) setbacks from lot lines, (v) location and dimensions of parking areas and spaces, driveways, and service areas, (vi) landscaping plans, (vii) the placement of Grantee's building(s) and other improvements including square footage of building(s), (viii) exterior elevations and (ix) signage ("Development Plan") prepared by certified/licensed architects and/or engineers and conforming with the restrictions set forth above. Grantee shall deliver said Development Plan to Grantor for its approval in PDF, DWF, or DWG format. Grantor shall have thirty (30) days after receipt of the Development Plan from Grantee to approve or disapprove the Development Plan in writing. If the Development Plan is disapproved, Grantor shall give the reasons for such disapproval, and Grantee shall resubmit to Grantor a revised Development Plan incorporating Grantor suggested revisions within thirty (30) days from the date of Grantee's receipt of Grantor's disapproval, and the same time schedule as mentioned above shall be repeated until the Development Plan is approved.

(g) All such covenants, conditions, restrictions and approval rights shall remain in effect for a period of fifty (50) years. The aforesaid covenants, conditions, restrictions and approval rights shall run with and bind the Property, and shall bind Grantee or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, restrictions and approval rights and/or to recover damages for such violations, including without limitation damages incurred by Grantor, or an affiliated entity, concerning the business conducted on land adjacent to the Property.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record and the covenants, conditions, and restrictions as stated herein, and subject to real property taxes for the year of 2005, and thereafter. Grantee hereby covenants and agrees that Grantee accepts the property "AS IS" and "WHERE IS", and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property's habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its Director of Land Development, of the Grantor, Wal-Mart Stores East, LP, and caused its seal attested by its Assistant Secretary to be hereto affixed the day and year first above written.

WAL-MART STORES EAST, LP,
a Delaware limited partnership

ATTEST:

BY: _____
Latriece Watkins
Assistant Secretary

[SEAL]

BY: _____
Carole J. Baker,
Director of Land Development

Approved as to legal terms only
by _____
WAL-MART LEGAL DEPT.
Date: 1/04/2005

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, on this 6th of January 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carole J. Baker to me personally known, who being by me duly sworn did say that she is the Director of Land Development, of the Grantor in the foregoing special warranty deed, and that the seal thereto affixed is the seal of said Wal-Mart Stores East, LP, and that said special warranty deed was signed and sealed in behalf of said limited partnership by authority of its General Partner and said Carole J. Baker acknowledged said special warranty deed to be the free act and deed of said limited partnership.

WITNESS my hand and notarial seal subscribed and affixed in said county and state, the day and year in this certificate above written.

BY: _____
Notary Public

AMBER MURPHY
Benton County
My Commission Expires
May 23, 2011

Property Address:

_____

Nashville, TN _____

Name and address of Property Owner:

Nashville Venture No. One, L.P.
1936 San Marco Blvd.
Jacksonville, FL 32207

Name and address for person(s) responsible for taxes:

Nashville Venture No. One, L.P.
1936 San Marco Blvd.
Jacksonville, FL 32207
Attn: Richard M. Romano
Map & Parcel #: MAP 150, Parcel 364

AFFIDAVIT OF VALUE

I hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $1,100,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 10th day of January, 2005.

Notary Public

My Commission Expires: 5/23/11

AMBER MURPHY
Benton County
My Commission Expires
May 23, 2011

EXHIBIT "A

(Legal Description)

BEING A TRACT OF LAND LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, ALSO BEING LOT 1 OF WAL-MART PLAZA, AS OF RECORD IN INSTRUMENT NUMBER: 20030919-0138991, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON ROD SET IN THE SOUTHERLY RIGHT-OF-WAY OF MURFREESBORO PIKE, IN THE EASTERLY PROPERTY LINT OF LOT 3 OF THE HAMILTON ACRES, AS OF RECORD IN NAT BOOK 8250, PAGE 963, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,, TENNESSEE, ALSO BEING THE PROPERTY OF MICHAEL IT LANCE, ET AL, AS OF RECORD IN DEED BOOK 10826, PAGE 769, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE, SOUTH 41 DEG 17 MIII 11 SEC EAST, 382.91 FEET TO AN IRON ROD SET, IN THE WESTERLY PROPERTYLINE OF HOOVER, INC., AS OF RECORD IN DEED BOOK 6654, PAGE 902, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE LEAVING THE SOUTHERLY PROPERTY LINE OF MURFREESBORO PIKE, WITH THE WESTERLY PROPERTY LINE OF HOOVER, INC., SOUTH 44 DEG 09 MLII 08 SEC WEST, 287.73 FEET TO AN IRON ROD SET;

THENCE WITH A SEVERANCE LINE THROUGH THE PROPERTY OF WAL-MART STORES EAST, LI'., AS OF RECORD IN INSTRUMENT NUMBER: 2002 1016-0127360, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, NORTH 45 DEG 50 MM 52 SEC WEST 365.39 FEET TO AN IRON ROD SET AT A CORNER COMMON WITH SAID LOT 3;

THENCE WITH THE EASTERLY PROPERTY LINE OF SAID LOT 3, NORTH 41 DEG 13 RUIN 05 SEC EAST, 318.60 FEET TO THE POINT OF BEGINNING. CONTAINING 113,044 SQUARE FEET OR 2.595 ACRES MORE OR LESS.

BEING PART OF THE SAME PROPERTY CONVEYED TO WAL-MART STORES EAST, LP, AS OF RECORD IN INSTRUMENT NUMBER: 20021016-0127360, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE ABOVE DESCRIBED LAND ALSO BEING THE SAME AS THE FOLLOWING:

BEGINNING AT AN IRON PIN ON THE SOUTH RIGHT OF WAY OF MURFREESBORO PIKE AND BEING THE COMMON CORNER OF LANCE, SLOAN AND LANCE; THENCE ALONG SAID RIGHT OF WAY S 41-18-14 E FOR 382.82 FEET TO AN IRON PIN; THENCE LEAVING SAID RIGHT OF WAY ALONG HOOVER, INC. S 44-07-22 W FOR 287.79 FEET TO AN IRON PIN; THENCE ALONG WAL-MART STORES EAST, L.P. N 45-50-52 W FOR 365.43 FEET TO AN IRON PIN; THENCE ALONG LANCE, SLOAN AND LANCE N 41-12-40 E FOR 318.54 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 2.595 ACRES OR 113,037 SQUARE FEET MORE OR LESS.