2nd

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: 02/09/05 15:30 7 pg
Fees:38.00 Taxes:8140.00
20050209-0015288

ADDRESS NEW OWNER
MARJ Properties, LP
102 Hazel Path
Hendersonville, Tennessee 37075

SEND TAX BILLS TO:
same

MAP PARCEL
Map 44
Parcel 17

STATE OF TENNESSEE
COUNTY OF Sumner

The actual consideration or value, whichever is greater, for this transfer is $2,200,000.00.

X _____
Affiant Dennis Caldwell

Subscribed and sworn to before me this the 9th day of February, 2005.

_____
Notary Public

DEBRA K. SHREVE NOTARY PUBLIC AT LARGE SUMNER COUNTY

My Commission Expires: 5-29-05

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, **Gaylord Investments, Inc.**, a Delaware corporation, hereinafter called "GRANTOR," has bargained and sold, and by these presents does transfer and convey unto **MARJ Properties, LP**, a Tennessee limited 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 935 Robinson Road, Old Hickory, 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 9th day of February, 2005.

GRANTOR:

Gaylord Investments, Inc., a Delaware corporation

By: _____
Bennett Westbrook

Title: Vice President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

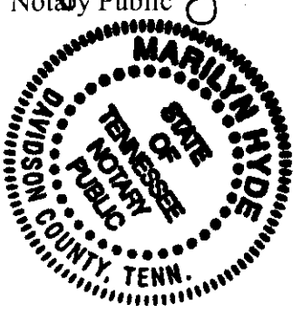
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Bennett Westbrook**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledge himself to be Vice President of Gaylord Investments, Inc. the within named bargainor, a Delaware corporation, and that he as such Vice 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 Vice President.

Witness my hand and seal, at office, in Nashville, Tennessee, this the 9th day of February, 2005.

Marilyn Hyde
Notary Public

My Commission Expires:

11/22/08



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2825249-000008 02/08/05

EXHIBIT "A"

Being a tract of land lying in Nashville, Davidson County, Tennessee and being part of Hanes Investment Company Property as of record in Deed Book 6129, page 397, Register's Office for Davidson County, Tennessee and being bounded on the North by C.S.X. Railroad, on the east by the remainder of said property, on the South by the north right-of-way line of Industrial Drive and the remainder of said property and on the West by Stratos Boats as of record in Deed Book 7669, page 167, said Register's Office and Stringfellow Lumber Company as of record in Deed Book 4909, page 877, and Deed Book 7100, page 933, said Register's Office and being more particularly described as follows:

Beginning at a punch hole in a concrete ditch marking the easternmost corner of the Stratos Boat property as of record in Book 7669, page 167, said Register's Office and the northeast corner of a private road easement as of record in Deed Book 6274, page 436, said Register's Office;

Thence leaving the road easement and with Stratos Boat North 48 deg. 08' 19" West, 388.50 feet to an iron pin in the south line of Stringfellow Lumber;

Thence with Stringfellow Lumber North 45 deg. 07' 00" East, 62.00 feet to an iron pin;

Thence North 45 deg. 20' 00" West, 355.22 feet to an iron pin in the South right-of-way line of C.S.X. Railroad;

Thence with C.S.X. Railroad North 50 deg. 22' 00" East, 81.59 feet to an iron pin;

Thence North 76 deg. 07' 00" East, 205.34 feet to an iron pin;

Thence South 81 deg. 06' 00" East, 187.30 feet to an iron pin;

Thence South 58 deg. 12' 00" East, 210.56 feet to an iron pin;

Thence South 56 deg. 35' 00" East, 263.06 feet to an iron pin;

Thence South 51 deg. 55' 00" East, 97.07 feet to an iron pin;

Thence South 54 deg. 31' 59" East, 114.45 feet to an iron pin;

Thence South 61 deg. 48' 00" East, 23.02 feet to an iron pin at the northeast corner of this tract at a common corner with the remainder of the Hanes Property;

Thence leaving C.S.X. Railroad and with Hanes South 32 deg. 58' 55" West, 276.07 feet to an iron pin;

Thence along a curve to the right the radius of which is 234.30 feet, the central angle of which is 34 deg. 59' 34", the chord of which is South 59 deg. 54' 47" East, 140.88 feet, a length of 143.10 feet to an iron pin;

Thence South 42 deg. 25' 00" East, 671.23 feet to an iron pin;

Thence along a curve to the left the radius of which is 25.00 feet, the central angle of which is 87 deg. 48' 00", the chord of which is South 86 deg. 19' 00" East, 34.67 feet, a length of 38.31 feet to an iron pin in the North right-of-way line of Industrial Drive;

Thence with the North right-of-way line of Industrial Drive South 49 deg. 47' 00" West, 110.08 feet to an iron pin;

Thence leaving the North right-of-way line of Industrial Drive along a curve to the left the radius of which is 25.00 feet, the central angle of which is 92 deg. 12' 00", the chord of which is North 03 deg. 41' 00" East, 36.03 feet, a length of 40.23 feet to an iron pin;

Thence North 42 deg. 25' 00" West, 667.00 feet to an iron pin;

Thence with a curve to the left the radius of which is 174.30 feet, the central angle of which is 48 deg. 38' 00" the chord of which is North 66 deg. 44' 00" West, 143.55 feet, a length of 147.95 feet to an iron pin;

Thence South 88 deg. 57' 00" West, 332.02 feet to an iron pin at the southeast corner of the road easement as of record in Deed Book 6274, page 436;

Thence with said easement North 01 deg. 03' 00" West, 60.00 feet to the point of beginning.

Containing 455,832 square feet (10.465 acres more or less)

Being the same property conveyed to Gaylord Investments, Inc., a Delaware corporation, by Quitclaim Deed from Opryland Attractions, Inc., a Delaware corporation, of record in Book *____, page _____, Register's Office for Davidson County, Tennessee

*20050209-0015287

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. Easement(s) to Metro Government of Nashville, Davidson County, as set forth in instrument recorded in Instrument No. 20011010-0110525, Register's Office of Davidson County, Tennessee.

3. Septic/Sewer Agreement and Easement, as set forth in instrument recorded in Book 8439, page 213, Register's Office of Davidson County, Tennessee.

4. Easement Agreement of record in instrument recorded in Book 8421, page 436, Register's Office of Davidson County, Tennessee.

5. Water Tank Agreement, as set forth in instrument recorded in Book 6274, page 442, Register's Office of Davidson County, Tennessee.

6. Easement(s) as set forth in instrument recorded in Book 6274, page 436, Register's Office of Davidson County, Tennessee.

7. Contract of Conveyance and Non-Exclusive Easement as set forth in instrument recorded in Book 5861, page 693, Register's Office of Davidson County, Tennessee.

8. Easement(s) as set forth in instrument recorded in Book 5512, page 973, Register's Office of Davidson County, Tennessee.

9. Easement(s) as set forth in instrument recorded in Book 6392, page 453, Register's Office of Davidson County, Tennessee.

10. Easement(s) to the State of Tennessee as set forth in instrument recorded in Book 4842, page 644, Register's Office of Davidson County, Tennessee.

11. Easement(s) as set forth in instrument recorded in Book 4477, page 371, Register's Office of Davidson County, Tennessee.

12. Perpetual Easement for Highway Purposes as set forth in instrument recorded in Book 4377, page 391, Register's Office of Davidson County, Tennessee.

13. Easement(s) as set forth in instrument recorded in Book 4377, page 388, Register's Office of Davidson County, Tennessee.

14. Dedication of Road Right-of-Way as set forth in instrument recorded in Book 4019, page 631, Register's Office of Davidson County, Tennessee.

15. Rights of the Railroad under a Charter Right-of-Way

16. A 50 foot Tennessee Natural Gas Transmission Line across the premise and controlled access area along a portion of Robinson Road and Industrial Drive as described in Exhibit B of instrument of record in Book 8421, page 420, Register's Office of Davidson County, Tennessee.