3rd
W.P
L.S.

SPECIAL WARRANTY DEED	STATE OF TENNESSEE COUNTY OF DAVIDSON THE ACTUAL CONSIDERATION OR VALUE WHICHEVER IS GREATER FOR THIS TRANSFER IS $0. Transfer Tax preempted by Order of United States Bankruptcy Court for the Northern District of Georgia M. T. Nazemi Mohammad T. Nazemi, Affiant SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 14th DAY OF March, 2005. Notary Public MY COMMISSION EXPIRES: (AFFIX SEAL)

Davidson County DEEDWARR
Recvd: 03/14/05 11:52 15 pg
Fees:77.00 Taxes:0.00
20050314-0027809

NOTARY PUBLIC AT LARGE
ERNEST B. WILLIAMS IV
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 24, 2008

THIS INSTRUMENT WAS PREPARED BY
Williams & Prochaska, P.C.
Ernest B. Williams, IV, Esquire
401 Church Street, Suite 2600
Nashville, Tennessee 37219

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
9439 Gentlewind Drive Brentwood, Tennessee 37027 Attn: Mohammad Nazemi	Same	161/176

RHODES, INC., a Georgia Corporation, as Debtor and Debtor-in Possession by virtue of Case Nos. 04-78424 – 04-78436 Chapters 11, jointly administered, and filed with the United States Bankruptcy Court for the Northern District of Georgia (the "**Grantor**"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, TRANSFER AND CONVEY unto **Mohammad T. Nazemi and wife Shohreh Hassanzadeh**, both individual residents of the State of Tennessee, whose mailing address is 9439 Gentlewind Drive, Brentwood, TN, 37027 (the "**Grantee**"), the tract or parcel of land in Davidson County, Tennessee, described in **Exhibit A**, together with all rights, titles, and interests appurtenant thereto including, without limitation, leases, rents, income and profits therefrom and Grantor's interest, if any, in any and all adjacent streets, alleys, rights of way and any adjacent strips and gores (such land and interests are hereinafter collectively referred to as the "**Property**").

This is ☒ improved ☐ unimproved property located at 15115 Old Hickory Boulevard, Nashville, Davidson County, Tennessee.

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all matters described in **Exhibit B** attached hereto and incorporated herein by this reference, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "**Permitted Exceptions**").

The Property is hereby conveyed to and accepted by Grantee in its present condition, "**AS IS, WHERE IS WITH FAULTS**", including, without limitation, all matters with respect to zoning and land use restrictions, and other conditions as to land value, availability of access or utilities, compliance with any local, state or federal requirements, presence of foreign substances, rights of ingress or egress, governmental approvals, rights of third parties relating to the condition of the Property, future restrictions upon use or sale, or the soil or water conditions of the Property.

Initials: M.T

GRANTOR HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER PERTAINING TO THE CONDITION OF THE PROPERTY (INCLUDING WARRANTIES OF MERCHANTABILITY OR HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES). GRANTOR, AS DEBTOR-IN POSSESSION, HOWEVER, WARRANTS TITLE TO THE PROPERTY SUBJECT TO NO LIENS OR ENCUMBRANCES OF ANY NATURE TO THE FULLEST EXTENT PROVIDED BY THAT **ORDER APPROVING THE SALE OF CERTAIN REAL PROPERTY LOCATED IN NASHVILLE, TENNESSEE** entered by the United States Bankruptcy Court for the Northern District of Georgia in Case Nos. 04-78434 through 04-78436, Jointly Administered and attached hereto as **Exhibit C** and made a part hereof (the "Order") but not otherwise. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED, AND SHALL SURVIVE CLOSING.

TO HAVE AND TO HOLD the Property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging unto Grantee, its successors heirs and assigns forever; and Grantor does covenant with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it and the same is unencumbered subject only to the Permitted Exceptions; and Grantor(s) do further covenant and bind said Grantor, Grantor's successors, assigns and representatives, to WARRANT AND FOREVER DEFEND the title to the Property to the Grantee, Grantee's successors, and assigns, against the lawful claims of all persons whomsoever claiming by and through the Grantor, but not otherwise, and to the extent of the Order and powers vested in the United States Bankruptcy Court for the Northern District of Georgia under the United States Bankruptcy Code, 11 USC §101 *et seq.* upon which Grantor relies exclusively in making the warranties set forth herein.

Wherever used, the singular number shall include the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my/our hand(s) this 8th day of March, 2005.

GRANTOR:

RHODES, INC.

By:

Its: Exec. Vice President

STATE OF GEORGIA)
COUNTY OF DeKalb)

BEFORE ME, Jeannine Drachman, *(name of notary)* a Notary Public of the State and County aforementioned, personally appeared Del Dugan, *(name of person)* with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be the Executive Vice President *(title of authorized person)* of Rhodes, Inc, *(name of corporation)*, a Georgia *(name of state incorporated)* corporation and as such Executive Vice President, *(title)* executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation Rhodes, Inc as Executive Vice President *[title]*.

WITNESS my hand and seal, this 8th day of March, 2005.

Jeannine Drachman
Notary Public

My Commission Expires: 5-29-2007

JEANNINE DRACHMAN NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 29TH, 2007

RETURN TO:
Ernest B. Williams IV, Esquire,
Williams & Prochaska, P.C., 401 Church St., Suite 2600.. Nashville, Tennessee 37219-2008

Initials:

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

BEING a parcel of land in the First Civil District, Thirty-First Councilmanic District, Nashville, Davidson County, Tennessee, being a portion of Lot No. 7 as shown on the plan of Re-subdivision of Reserve Parcel C-2, Brentwood East Commercial Park, of record in Book 6250, page 781, in the Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the southerly right-of-way line of Old Hickory Boulevard, said point being westerly 560 feet, more or less, from the westerly right-of-way of Nolensville Road;

THENCE, leaving said right-of-way line with the westerly line of property conveyed to B.P. Exploration and Oil Company by Deed of record in Book 10724, page 508, Register's Office for Davidson County, Tennessee, South 02 degrees 31 minutes 36 seconds East, 205.04 feet;

THENCE, with the southerly line of said B.P. Exploration and Oil Company Property, North 86 degrees 25 minutes 38 seconds East, 180.09 feet to a point in the westerly right-of-way line of Brentwood East Drive;

THENCE, with said westerly right-of-way line of Brentwood East Drive, South 03 degrees 48 minutes 33 seconds East, 114.81 feet to the southerly right-of-way line of said drive;

THENCE, with said southerly right-of-way line, South 69 degrees 02 minutes 00 seconds East, 22.03 feet to a point in the northwest corner of property conveyed to Frank Nash Properties, LLC, of record in Book 11485, Page 833, Register's Office for Davidson County, Tennessee;

THENCE, with the westerly line of said Frank Nash Properties, LLC property, South 20 degrees 54 minutes 31 seconds West, 214.55 feet to an iron pin in the northerly line of property conveyed to 220 Knolls Limited Partnership, of record in Book 8523, Page 83, Register's Office for Davidson County, Tennessee;

THENCE, with said northerly line, North 69 degrees 02 minutes 00 seconds West, 390.00 feet to an iron pin;

THENCE, leaving said line with the easterly line of property conveyed to Jerome B. Guttman and Mandell L. Cypress of record in Book 8152, Page 438, Register's Office for Davidson County, Tennessee, North 20 degrees 58 minutes 00 seconds East, 289.17 feet to a point;

THENCE, continuing with said line, North 02 degrees 31 minutes 36 seconds West, 113.58 feet to a point in the southerly right-of-way line of Old Hickory Boulevard;

THENCE, with said right-of-way line and a curve to the left, 37.98 feet to a point, said curve having a central angle of 00 degrees 44 minutes 55 seconds, a radius of 2,906.79 feet, a tangent of 18.99 feet and a chord of South 86 degrees 44 minutes 29 seconds East, 37.98 feet;

THENCE, continuing with said right-of-way line, South 87 degrees 06 minutes 57 seconds East 87.50 feet to the Point of Beginning, containing 125,100 square feet, or 2.87 acres, more or less.

PARCEL II:

TOGETHER WITH a non-exclusive easement in 32 foot joint ingress-egress easement as shown on plat of record in Book 6250, Page 781, in the Register's Office for Davidson County, Tennessee, running along the westerly sideline of Parcel I.

BEING the same property conveyed to Rhodes, Inc. by virtue of a Warranty Deed, dated August 31, 1989 and recorded on August 31, 1989 with the Register of Deeds in Davidson County, Tennessee at Book 7928, Page 275 in which ownership of the property was acquired by Nashville Furniture Co. By Merger on June 28, 1990, Nashville Furniture Co. merged into Rhodes, Inc. Certificates of Merger are registered with Register of Deeds in Davidson County, Tennessee at Book 8147, page 657 and Book 147, age 669.

Initials: AM-T

EXHIBIT B
PERMITTED ENCUMBRANCES

1. Subject to all matters in Plat Book 6250, Page 781, Register of Deeds Office for Davidson County, Tennessee.

2. Easement for Water Mains and Appurtenances dated August 23, 2002 and registered at Instrument #20020919-0114211, Register of Deeds Office for Davidson County, Tennessee.

3. Overhead Line Easement, dated July 19, 1985 and recorded January 24, 1986 at Book 6769, Page 189, Register of Deeds Office for Davidson County, Tennessee.

4. Application and Utility Use and Occupancy Agreement, dated May 31, 1978, and recorded July 18, 1978 at Book 5312, Page 489, Register of Deeds Office for Davidson Count, Tennessee.

5. Easement for Pumping Station, Water Mains, Power Poles, Ingress and Egress and Appurtenances, dated November 11, 1976 and recorded November 12, 1976 at Book 5087, Page 360, Register of Deeds Office for Davidson Count, Tennessee.

6. All Matters in Plat 6250, Page 781.

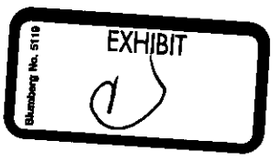
7. All Matters in Plat 5200, Page 213.

8. All Matters in Plat 5200, Page 90.

9. All Matters in Plat 5200, Page 6.

10. All Matters in the Certificate of Amendment of Plat, dated April 30, 1986, and recorded in Book 6849, Page 944 Register of Deeds Office for Davidson Count, Tennessee.

Initials:



ENTERED ON DOCKET
3/7/05

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	)	**Chapter 11**
	)	
RHODES, INC., *et al.*,	)	**Case Nos. 04-78434 through 04-78436**
	)	
Debtors.	)	**Jointly Administered**
	)	

ORDER APPROVING THE SALE OF CERTAIN
REAL PROPERTY LOCATED IN NASHVILLE, TENNESSEE

Upon consideration of the motion dated February 7, 2005 (the "Motion") filed by Rhodes, Inc. ("Rhodes"), for entry of an order approving (a) the proposed sale of certain real property located in Nashville, Tennessee (the "Nashville Property") to Mohammad T. Nazemi and Shohreh Hassanzadeh (collectively, the "Purchaser") pursuant to the terms of that certain Purchase and Sale Agreement dated February 1, 2005 between Rhodes and the Purchaser, a copy of which is attached as Exhibit A to the Motion (the "Agreement"), or to the bidder submitting the highest or best offer for the Nashville Property, and (b) the payment of real estate brokers' commissions in connection with the sale of the Nashville Property; and a hearing regarding the Motion having been held on March 4, 2005 (the "Sale Hearing"); and it appearing that this Court has jurisdiction over the sale of the Nashville Property to the Purchaser as set forth in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that due notice of the Motion and the Sale Hearing has been given; and no other or further notice need be given; and based upon the Motion and all of the evidence proffered or adduced at the Sale Hearing; and after consideration of any memoranda, objections, or other pleadings filed in connection with the Motion and the Sale Hearing; and after consideration of the arguments of counsel made at the Sale Hearing; and upon the entire record of these cases; and it appearing that the sale of the Nashville Property as

requested in the Motion is reasonable and is in the best interests of Rhodes, its estate, and its creditors; and after due deliberation thereon; and good and sufficient cause appearing therefor: THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:

A. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

B. The Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these Chapter 11 cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory predicates for the relief sought in the Motion are Sections 105(a) and 363(b), (f), (m), and (n) of the Bankruptcy Code and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

D. As evidenced by the Certificate of Service filed on February 7, 2005 (document no. 419), Rhodes served the Motion, the Agreement, and notice of the Sale Hearing as contemplated by paragraphs 16 and 29 of the Motion. The foregoing notice constitutes proper, timely and sufficient notice of the Motion, the Sale Hearing, the sale of the Nashville Property and the terms and conditions of the Agreement; such notice has been provided in accordance with the Motion, Section 102(1) of the Bankruptcy Code, Bankruptcy Rule 2002, and due process of law; and such notice was adequate and appropriate notice under the circumstances, and no other or further notice is required.

E. A reasonable opportunity to object or be heard with respect to the Motion and the sale of the Nashville Property has been afforded to all parties in interest (including all third

parties asserting Interests or Claims (as such terms are defined below) in, to or against the Nashville Property).

F. All parties who did not file and serve or otherwise object to the Motion are forever barred, precluded, and estopped from asserting any objection, response, or other challenge to the relief requested in the Motion and from objecting to the approval of the Agreement and the transactions contemplated thereby (the "Transactions").

G. Rhodes' marketing efforts with respect to the Nashville Property were reasonable, adequate, and designed to obtain the highest price possible for the Nashville Property.

H. The Agreement has been duly and validly authorized by all necessary corporate action of Rhodes. Upon entry of this Order, Rhodes shall have all the power and authority necessary to consummate the Transactions.

I. Except for any consents or approvals expressly contemplated by the Agreement, no consents or approvals are required for Rhodes to consummate the Transactions.

J. The Agreement reflects the exercise of Rhodes' sound business judgment.

K. Approval at this time of the Agreement and consummation of the Transactions are in the best interests of Rhodes, its estate, its creditors, and other parties-in-interest.

L. Rhodes has demonstrated a good, sufficient, and sound business purpose and justification for the sale of the Nashville Property including, without limitation, that: (i) absent an immediate sale of the Nashville Property to the Purchaser, there is a significant likelihood that the Nashville Property would be sold at a later date, for less money or otherwise on less favorable terms; and (ii) the marketing of the Nashville Property has garnered the highest and best possible value for the Nashville Property under the circumstances.

M. The Agreement was negotiated, proposed, and entered into by Rhodes and the Purchaser without collusion, in good faith, and from arm's length bargaining positions. Neither Rhodes nor the Purchaser have engaged in any conduct that would cause or permit the Agreement to be avoided under Section 363(n) of the Bankruptcy Code.

N. The Purchaser is a good-faith purchaser within the meaning of Section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. The Purchaser has acted and will be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in closing the Transactions after the entry of this Order.

O. The Transactions must be approved and consummated promptly in order to preserve the value of the Nashville Property.

P. The Agreement embodies a fair and reasonable offer to acquire the Nashville Property.

Q. The Purchaser's offer was the highest or otherwise best offer available for the Nashville Property.

R. Rhodes has good and valid fee simple title to the Nashville Property. At the closing of the Transactions (the "Closing"), the Purchaser shall obtain a legal, valid, and effective transfer of the Nashville Property, and such transfer will vest the Purchaser with good and valid title in and to the Nashville Property, free and clear of all liens, interests, mortgages, pledges, charges, and encumbrances (collectively, "Interests") and claims (as such term is defined in Section 101(5) of the Bankruptcy Code) ("Claims"), other than Permitted Encumbrances (as such term is defined in the Agreement), because one or more of the standards set forth in Sections 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Each party holding or asserting Interests or Claims in or to the Nashville Property who did not object to the

Motion or to the sale of the Nashville Property, or who withdrew their objections to the Motion or to the sale of the Nashville Property, are deemed to have consented to the consummation of the Transactions pursuant to Section 363(f)(2) of the Bankruptcy Code. Each party holding or asserting Interests or Claims in or to the Nashville Property that did object to the Motion or the sale of the Nashville Property falls within one or more of the other subsections of Section 363(f) of the Bankruptcy Code and is adequately protected by having its Interests or Claims attach to the proceeds of the Transactions with the same validity, enforceability, priority, force, and effect that they now have as against the Nashville Property, subject to the rights, claims, defenses, and objections, if any, of Rhodes and all interested parties with respect to such Interests and Claims.

S. The sale of the Nashville Property to the Purchaser is in furtherance of a plan or plans of reorganization and, therefore, the Transactions are a sale pursuant to and in contemplation of a plan and, accordingly, a transfer pursuant to Section 1146(c) of the Bankruptcy Code, which shall not be taxed under any law imposing a stamp tax, transfer tax or similar tax, including any tax upon the transfer of the Nashville Property as imposed by Tenn. Code Ann. § 67-4-409(a).

T. The provisions of the Agreement are non-severable and mutually dependent.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

General Provisions

1. The findings of fact set forth above be, and the same hereby are, ratified and adopted as findings of this Court.

2. The Motion (document no. 406) is GRANTED.

3. All objections, if any, to the Motion or to the relief requested therein that have not been withdrawn, waived, or settled are hereby overruled on the merits.

4. Rhodes is authorized to pay at or promptly following the Closing the brokers' real estate commissions contemplated by Section 6.7 of the Agreement pursuant to Section 363(b) of the Bankruptcy Code.

5. Rhodes is authorized to pay at or promptly following the Closing all real estate taxes accrued during the 2004 calendar year that encumber or otherwise constitute a lien on the Nashville Property.

Approval of the Agreement

6. The terms and conditions of the Agreement and the Transactions are hereby approved in all respects pursuant to Sections 105 and 363(b) of the Bankruptcy Code.

7. Pursuant to Section 363(b) of the Bankruptcy Code, Rhodes is hereby authorized and empowered to fully perform under, consummate, and implement the Agreement, together with all additional instruments and documents that may be necessary, desirable, or appropriate to implement the Agreement, and Rhodes is authorized to take any and all further actions as may reasonably be required by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to its possession, the Nashville Property, or as may be necessary, desirable or appropriate to the performance of Rhodes' obligations as contemplated in the Agreement.

Transfer of the Nashville Property

8. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, upon the Closing, the Nashville Property shall be transferred to the Purchaser, free and clear of all Interests and Claims (other than Permitted Encumbrances), with all such Interests and Claims to attach to the

net proceeds of the Transactions, with the same validity, enforceability, priority, force, and effect that they now have as against the Nashville Property, subject to the rights, claims, defenses, and objections, if any, of Rhodes and all interested parties with respect to such Interests and Claims.

Additional Provisions

9. On and after the Closing, each of Rhodes' creditors is authorized and directed to execute such documents and take all other actions (provided that the taking of such actions shall not require such creditor to incur any material costs) as may be reasonably necessary to release its Interests or Claims, if any, against the Nashville Property, as such Interests or Claims may have been recorded or may otherwise exist.

10. This Order (a) is and shall be effective as a determination that all Interests and Claims (other than Permitted Encumbrances) existing as to the Nashville Property prior to the Closing have been unconditionally released, discharged, and terminated, and that the conveyance of the Nashville Property described herein has been effected, and (b) is and shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Nashville Property.

11. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary or appropriate to consummate the Transactions contemplated in the Agreement.

11. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests on or Claims in the Nashville Property (other than Permitted Encumbrances) shall not have delivered to Rhodes prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Interests or other Claims that the person or entity has with respect to the Nashville Property or otherwise, then (a) Rhodes hereby is authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Nashville Property, and (b) the Purchaser hereby is authorized to file, register, or otherwise record a certified copy of this Order which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests and other Claims of any kind or nature whatsoever in the Nashville Property (other than Permitted Encumbrances).

12. All entities that are presently, or as of the Closing may be, in possession of any portion of the Nashville Property are hereby directed to surrender possession of the Nashville Property to the Purchaser on the day of the Closing.

13. This Court shall retain exclusive jurisdiction (a) to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waiver and consents thereunder, and each of the agreements and instruments executed in connection therewith, (b) to compel delivery of possession of the Nashville Property to the Purchaser, (c) to resolve any disputes, controversies or claims arising out of or relating to the Agreement, and (d) to interpret, implement, and enforce the provisions of this Order.

14. Nothing contained in any plan of reorganization or liquidation confirmed in these Chapter 11 cases, or any order of this Court confirming such a plan, shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

15. In the absence of a stay pending appeal, in the event that the Purchaser and Rhodes elect to consummate the Transactions at any time after entry of this Order then, with respect to the transactions contained in the Agreement approved and authorized herein, the Purchaser, as a purchaser in good faith within the meaning of Section 363(m) of the Bankruptcy Code, shall be entitled to the protections of Section 363(m) of the Bankruptcy Code if this Order or any authorization contained herein is reversed or modified on appeal.

16. The terms and provisions of the Agreement, together with the terms and provisions of this Order, shall be binding in all respects upon, and shall inure to the benefit of, Rhodes, its estate and its creditors, the Purchaser, its affiliates, and their respective successors and assigns, and this Order shall be binding in all respects upon all persons asserting an Interest against or Claim in Rhodes' estate or the Nashville Property. The Agreement and the Transactions shall be enforceable against and binding upon, and not subject to rejection or avoidance by, Rhodes or any Chapter 7 or Chapter 11 trustee of Rhodes and its estate.

17. The failure specifically to include any particular provisions of the Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

18. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court.

19. To the extent of any inconsistency between the provisions of the Agreement, any documents executed in connection therewith, and this Order, the provisions contained herein shall govern.

20. Any findings or conclusions read into the record by the Court at the Sale Hearing that are not expressly set forth in this Order are hereby fully incorporated as if the same were set forth herein.

21. The ten (10) day stay period provided for in Bankruptcy Rule 6004(g) shall not be in effect with respect to the Transactions and, thus, this Order shall be effective and enforceable immediately upon its entry. Any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay or risk its appeal being foreclosed as moot in the event that the Purchaser and Rhodes elect to close the Transactions while an appeal is pending.

22. The transfer of the Nashville Property on the terms contained in this Order is a transfer pursuant to Section 1146(c) of the Bankruptcy Code in that the transactions contemplated by this Order are determined to be under and in contemplation of a plan to be confirmed under Section 1129 of the Bankruptcy Code, and accordingly such transactions shall not be taxed under any federal, state, local, municipal, or other law imposing or claiming to impose a stamp tax or a sale, transfer or other similar tax on any of Rhodes' transfers, or sales of real estate, personal property, or other assets (including the Nashville Property).

23. Rhodes shall pay the net proceeds from the sale of the Nashville Property (the "Sale Proceeds") to the agent for Rhodes' DIP Lenders. The agent for Rhodes' DIP Lenders shall apply the Sale Proceeds in accordance with the Debtor-in-Possession Loan and Security Agreement approved by this Court on December 15, 2004.

SO ORDERED, this 4th day of March, 2005.

James E. Massey
James E. Massey
United States Bankruptcy Judge

Prepared and presented by:

KING & SPALDING LLP

/s/
Sarah Robinson Borders
Georgia Bar No. 610649
Paul K. Ferdinands
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ATTORNEYS FOR RHODES, INC.