1st

THIS INSTRUMENT PREPARED BY:
John A. Gupton, III, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
211 Commerce Street, Suite 1000
Nashville, TN 37201

Davidson County DEEDWARR
Recvd: 06/01/05 16:00 6 pgs
Fees:33.00 Taxes:22886.72
20050601-0061952

Address New Owner as follows:	Send Tax Bills To:	Map-Parcel No.
Cavalier BF LLC c/o Grubb & Ellis 3310 West End Avenue, Suite 420 Nashville, TN 37203	Same	Map 103-14 Parcel 28

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $6,185,600.00.

Affiant

SHERRYL S. ECKLES NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

Subscribed and sworn to before me this the 31st day of May, 2005.

Notary Public

My Commission Expires: 10/25/08

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Cavalier Building, L.L.C.**, a Tennessee limited liability company, hereinafter called "Grantor", has bargained and sold, and by these presents does transfer and convey unto **Cavalier BF LLC**, as to a 51% undivided interest as tenant in common; **Cavalier DP LLC**, as to a 1.69% undivided interest as tenant in common; **Cavalier SH LLC**, as to a 8.36% undivided interest as tenant in common; **Cavalier DK LLC**, as to a 3.39% undivided interest as tenant in common; **Cavalier HF LLC**, as to a 5.08% undivided interest as tenant in common; **Cavalier KK LLC**, as to a 3.39% undivided interest as tenant in common; and **Cavalier JP LLC**, as to a 27.09% undivided interest as tenant in common, all Delaware limited liability companies, hereinafter collectively called "Grantees", their successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

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

Said property is transferred subject to the limitations, restrictions and encumbrances set forth on Exhibit "B".

This is improved property known as 95 White Bridge Road, Nashville, Tennessee 37205.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their successors and assigns, forever.

And Grantor does covenant with the said Grantees that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

And Grantor further represents and warrants to Grantees, their successors and assigns, (i) that Grantor has not used said property for storage or disposal of any hazardous substance, or high concentration of pollutants or contaminants, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended, or any similar state law or local ordinance; and (ii) that Grantor has no knowledge or belief that any person has so used said property.

And Grantor does further covenant and bind itself, its successors, assigns, and representatives, to warrant and forever defend the title to the said land to the said Grantees, their successors and assigns, against the lawful claims of all persons whomsoever.

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 this 1st day of ~~May~~ June, 2005.

Cavalier Building, L.L.C.,
a Tennessee limited liability company

By: Douglas L Heit
Name: Douglas L Hirt
Its: CHIEF MANAGER

By: Leon May
Name: LEON MAY
Its: SECRETARY

N JAG 508072 v2
2826643-000004 05/27/05

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leon May, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Secretary of Cavalier Building, L.L.C., the within named bargainor, a Tennessee limited liability company, and that he as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Secretary.

Witness my hand and seal, at office, in Nashville, Tennessee, this the 1st day of ~~May~~ June, 2005.

Pamela B. Hampton
Notary Public

My Commission Expires:

10-16-07

PAMELA B. HAMPTON
NOTARY PUBLIC AT LARGE
CHEATHAM COUNTY, TN
My Comm Exp Oct 16, 2007

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Douglas L. Hirt, 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 Chief Manager of Cavalier Building, L.L.C., the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by him self as Chief Manager.

Witness my hand and seal, at office, in Nashville, Tennessee, this the 1st day of ~~May,~~ June 2005.

Pamela B Hampton
Notary Public

My Commission Expires:

10-16-07

PAMELA B. HAMPTON
NOTARY PUBLIC AT LARGE
CHEATHAM COUNTY, TN
My Comm Exp Oct 16, 2007

N JAG 508072 v2
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EXHIBIT "A"

PROPERTY DESCRIPTION

Property located in the 24th Councilmanic District of Davidson County, Tennessee, Being shown as Lot No. 1 on the Final Plat of "First Revision" CBS Realty Property of record at Instrument No. 20020426-0051665, Register's Office for Davidson County, Tennessee, and being more particularly described according to a survey by J. Bruce Rainey, Surveyor #823, dated April 14, 2005, last revised May 23, 2005, known as Job No. 05-0074, as follows:

BEGINNING at an existing iron pin in the southerly right-of-way of White Bridge Road at the Northwest corner of the herein described tract; Said pin also being the Northeast corner of The Fountains L.L.C. of record in Book 9901, page 53, R.O.D.C., Tennessee; thence from said POINT OF BEGINNING, with the southerly right-of-way of White Bridge Road and a curve left having a radius of 474.62', a delta angle of 21° 28' 26", a chord length of 176.84', said chord having a bearing of S 52° 33' 47" E, and an arc length along said curve of 177.88' to an iron pin set; thence S 63° 14' 48" E - 61.87' to an iron pin set at the Northeast corner of the herein-described tract and the Northwest corner of Lot 2; Thence leaving White Bridge Road with the westerly line of Lot 2, S 26° 37' 38" W - 327.64' to a point with a witness pin set at 307.64'; Said point being in the Northerly line of Brookwood Terrace Section 2 of record in Book 3300, page 73, R.O.D.C., Tn.; thence with Brookwood Terrace, N 63° 17' 56" W - 350.64' to an existing iron pin at the southeast corner of The Fountains, L.L.C., aforementioned; Thence with The Fountains, L.L.C., N 44° 19' 49" E - 378.41' to the Point of Beginning.

Being a portion of the same property conveyed to Cavalier Building, L.L.C., by Deed of record in Book 11316, page 137, Register's Office for Davidson County, Tennessee. Pursuant to Certificate of Merger recorded at Instrument No. 199912290308700, said Register's Office, Cavalier Building, LLC was merged into Cavalier Building Partnership, a Tennessee general partnership, which has since become known as Cavalier Building, L.L.C., pursuant to Articles of Conversion filed with Tennessee Secretary of State.

EXHIBIT "B"

THE ABOVE DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING:

1. Taxes for the year 2005 and subsequent years.

2. Restrictive Covenants contained in an instrument of record in Book 2750, page 521, Register's Office for Davidson County, Tennessee.

3. All matters shown on the Plan of record in Book 2663, page 50, and Instrument No. 20020426-0051665, said Register's Office.

4. Agreement for Dedication of Easements for Sanitary Sewers and/or Storm Drainage of record in Deed Book 4030, page 914, said Register's Office.

5. Terms and Conditions of Agreement appearing of record in Book 4085, page 118, said Register's Office.

6. Survey Number 05-0074, dated April 14, 2005, last revised May 23, 2005, prepared by Bruce Rainey and Associates, Surveyors, indicates the following:

    a. Minimum front setback of 81 feet;
    b. Minimum rear setback of 20 feet
    c. No side setback is required

    All as more particularly shown on said survey.

7. Rights of tenants in possession, as tenants only, under unrecorded leases.