700 COWAN L.P.
30 West Monroe St
Suite 1000
Chicago, IL 60603
SAME AS ABOVE - Responsible Party for Taxes
M/P 82-6
69

File No. 17685-6

**When Recorded return to:**
Davidson County File Box 14-A

**Send Tax Bills to:**
700 COWAN L.P.
c/o Monroe Investment Partners, LLC
30 West Monroe Street, Suite 1000
Chicago, IL 60603
Attn: Donald J. Allen, Manager

**Map and Parcel No.:** 082-06-0 069.00

Davidson County DEEDWARR
Recvd: 06/03/05 15:53 4 pg
Fees:23.00 Taxes:8325.00

20050603-0063736

## SPECIAL WARRANTY DEED

THE STATE OF CALIFORNIA §
§ SS:
COUNTY OF LOS ANGELES §

KNOW ALL PERSONS BY THESE PRESENTS THAT, **REALTY SOUTHWEST LIMITED PARTNERSHIP,** a Nevada limited partnership, whose mailing address is 8360 W. Sahara Avenue, Suite 230, Las Vegas, NV 89117 (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) to the undersigned paid by Grantee and other good and valuable consideration the receipt and sufficiency of which consideration are hereby acknowledged, and the further consideration of the execution and delivery by Grantee, the Grantor has bargained and sold and does hereby transfer and convey unto the Grantee, 700 COWAN L.P., a Tennessee limited partnership, whose mailing address is c/o Monroe Investment Partners, LLC, 30 West Monroe Street, Suite 1000, Chicago, Illinois 60603 (hereinafter collectively referred to as "Grantee"), its successors and/or assigns, all of the following described property in Davidson County, Tennessee, to-wit (the "Property"):

> That real property described in Exhibit "A" (the "Property") attached hereto and made a part hereof, said description being taken from a prior deed recorded in Book 9750, Page 741, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 700 Cowan Street, Nashville, Tennessee 37207.

TO HAVE AND TO HOLD the above described premises, together with (but without warranty) all and singular the rights and appurtenances owned by Grantor pertaining to the Property, including, without limitation, all of Grantor's right, title and interest, if any, in and to any and all mineral interests and riparian rights, adjacent roads, streets, alleys, easements, strips and gores, and rights-of-way to, from or adjacent to the Property, all rights of ingress and egress thereto and all awards to be made for damage by reason of change in grade of any highway, avenue, street, road or alley, unto the said Grantee, its successors, legal representatives and assigns forever. The Grantor further covenants with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as set forth on the attached Exhibit "B". The Grantor does hereby bind itself, and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise, and subject as aforesaid.

Taxes for the current year have been pro-rated and assumed by the Grantee herein.

EXECUTED this 1st day of June, 2005.

**GRANTOR:**

REALTY SOUTHWEST LIMITED PARTNERSHIP
a Nevada limited partnership

By: Realty Southwest, Inc.,
a Nevada corporation, its General Partner

By: _____

Print Name: Stuart Lichter
Its: President

STATE OF California §
§
COUNTY OF Los Angeles §

Before me, a notary public in and for said state and county, duly commissioned and qualified, personally appeared **Stuart Lichter**, with whom I am personally acquainted, ~~or proved to me on the basis of satisfactory evidence,~~ and who upon oath, is acknowledged to be the President, of Realty Southwest Inc., and who further acknowledged Realty Southwest Inc. to be the General Partner of the Grantor within named, and that he **Stuart Lichter** for the General Partner, executed the foregoing instrument for the purpose therein contained by signing the name of the limited partnership by himself as President for the General Partner.

Witness my hand and seal at office this 1st day of June, 2005. _____

MY COMMISSION EXPIRES: May 21, 2005 Notary Public in and for the State of California

STATE OF California §
§
COUNTY OF Los Angeles §

DENISE M. ALVAREZ
Commission # 1572941
Notary Public - California
Los Angeles County
My Comm. Expires May 21, 2005

The actual consideration or value, whichever is greater, for this transfer is $ 2,250,000.00.

_____
Stuart Lichter, Affiant

Subscribed and sworn to before me this the 1st day of June, 2005. _____

Notary Public
My Commission Expires: May 21, 2005

This Instrument Prepared by:
Thomas H. Berg man & Associates, LLC
5710 Wooster Pike, Suite 212
Cincinnati, OH 45227
513-287-8605
#438628.4

DENISE M. ALVAREZ
Commission # 1572941
Notary Public - California
Los Angeles County
My Comm. Expires May 21, 2005

EXHIBIT "A"

Legal Description

Being land in Nashville, First Civil District, Fifth Councilmanic District, Davidson County, Tennessee, located in the southwest quadrant of the intersection of Cowan Street and Cowan Court, and being more particularly described as follows:

BEGINNING at an iron pin at the point of intersection of the southerly right-of-way line of Cowan Court and the westerly right-of-way line of Cowan Street, said point being the northeasterly corner of the herein described parcel;

THENCE, with said westerly right-of-way line of Cowan Street, South 09° 41' 30" East, 652.88 feet to an iron pin;

THENCE, continuing with said westerly right-of-way line with a curve to the left, 156.58 feet to an iron pin, said curve having a central angle of 17° 37' 07", a radius of 509.21 feet, a tangent of 78.91 feet and a chord of South 18° 32' 13" East, 155.97 feet;

THENCE, leaving said westerly right-of-way line with the northerly line of the property conveyed to Cargill, Inc., by deed of record in Book 6096, page 851, Register's Office for Davidson County, Tennessee, North 83° 03' 02" West, 591.87 feet to a P.K. Nail (set);

THENCE, with an easterly line of said Cargill property and the easterly line of property conveyed to Advance Plating, Inc. by deed of record in Book 10785, page 34, Register's Office for Davidson County, Tennessee, North 09° 42' 07" West, 800.18 feet to an iron pin in the southerly right-of-way line of Cowan Court;

THENCE, with said southerly right-of-way line, South 83° 01' 13" East, 567.08 feet to the point of BEGINNING.

Containing 435,661 square feet or 10.00 acres, more or less, according to an ALTA/ACSM Land Title Survey (700 Cowan Street) prepared by Barge Waggoner Sumner & Cannon, Inc., William C. Cockrill, Tennessee Registered Land Survey No. 1401, originally issued on December 29, 2000, revised on January 4, 2001, reinspected and updated on April 4, 2005 and bearing job no. 32055-00.

Being all of the same property conveyed to Realty Southwest Associates, a New York general partnership by Deed from Southwest Forest Industries, Inc., a Nevada corporation, of record in Book 6903, page 146, Register's Office for Davidson County, Tennessee, and further conveyed to Realty Southwest Limited Partnership, a Nevada limited partnership by Quitclaim Deed of record in Book 9750, page 741, said Register's Office.

EXHIBIT "B"

Permitted Encumbrances

1. Taxes for the year 2005 and subsequent years, not yet due and payable. Tax Map 082-06-0, Parcel 069.00
2. Sewer Easement of record in Book 2297, page 189, Register's Office for Davidson County, Tennessee.
3. Restrictive Covenants contained in instrument of record in Book 4012, page 652, Register's Office for Davidson County, Tennessee.
4. Railroad Easements of record in Book 4041, page 496 and Book 4649, page 457, Register's Office for Davidson County, Tennessee.
5. Certificate Compliance of record in Book 4167, page 270, Register's Office for Davidson County, Tennessee.
6. Easement for sanitary sewers and/or storm drainage of record in Book 8839, page 568, Register's Office for Davidson County, Tennessee.
7. Easement shown in the deed of record in Book 2806, page 518, Register's Office for Davidson County, Tennessee.
8. Exceptions to Easement of record in Book 4016, page 851, Register's Office for Davidson County, Tennessee.
9. Rights of Stone Southwest, Inc., formerly known as Stone Southwest Corporation (as successor by merger with Stone Forest Industries, Inc.), a Delaware corporation, as tenant in possession pursuant to that certain Net Commercial Lease Agreement dated as of December 30, 1985, said lease agreement being amended by (i) that certain Amendment to Net Commercial Lease Agreement dated June 30, 1986, (ii) that certain Second Amendment to Net Commercial Lease Agreement dated as of June 30, 1986, (iii) that certain Amendment to Lease dated as of September 2, 1988, (iv) that certain Fourth Amendment to Net Commercial Lease Agreement dated as of May 14, 1993, and (v) that certain Fifth Amendment to Net Commercial Lease Agreement with an unspecified date in 1994.
10. Matters shown on an ALTA/ACSM Land Title Survey (700 Cowan Street) prepared by Barge Waggoner Sumner & Cannon, Inc., William C. Cockrill, Tennessee Registered Land Surveyor No. 1401, originally issued on December 29, 2000, revised on January 4, 2001, reinspected and updated on April 4, 2005, and bearing job no. 32055-00.