SPECIAL WARRANTY DEED

FROM: 195, LLC, a Tennessee limited liability company, Grantor

TO: Nashboro/Polk Avenue, LLC, a Tennessee limited liability company, Grantee

This instrument was prepared by:
Warren H. Wild, Jr.
Stites & Harbison, PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Address New Owner:

Nashboro/Polk Avenue, LLC
2000 Warfield Drive, Suite A
Nashville, TN 37215

Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes:

Same

Map-Parcel Number:

106-9-6

Davidson County DEEDWARR
Recvd: 07/28/05 16:07 6 pgs
Fees:33.00 Taxes:32282.50
20050728-0088597

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Eight Million Seven Hundred Twenty Five Thousand and No/100 Dollars ($8,725,000.00).

J William Blevins
Affiant

MARK E. MORRISON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

SUBSCRIBED AND SWORN TO before me, this the 27th day of July, 2005.

Notary Public

My Commission Expires: 9-5-2005

FOR AND IN CONSIDERATION OF the sum of Eight Million Seven Hundred Twenty Five Thousand and No/100 Dollars ($8,725,000.00), a portion of which has this day been paid in cash by Grantee to Grantor, and the remainder of which has been paid by Grantee's assumption

of certain of Grantor's obligations with respect to a loan secured by certain documents described on Exhibit B attached hereto, the receipt and sufficiency of which are hereby acknowledged, 195, LLC, a Tennessee limited liability company ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto Nashboro/Polk Avenue, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, all of its right title and interest in and to a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is improved property located at 195 Polk Avenue, Nashville, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever.

Grantor warrants that it is lawfully seized and possessed of the Property in fee simple and has the right to convey the Property to Grantee and that the Property has not been encumbered by Grantor except by the documents executed by Grantor described on Exhibit B.

Grantor covenants and binds Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth on Exhibit B), but not further or otherwise.

Grantor further quitclaims to Grantee its rights, title and interest, if any, in and to the easements described of record in Book 9592, page 145, in the Register's Office of Davidson County, Tennessee.

(signature page follows)

Witness my hand this 20th day of July, 2005.

GRANTOR:

195, LLC, a Tennessee limited liability company

By: Ronald D. Buck

Ronald D. Buck
Managing Member

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Deborah A. Hughes, a Notary Public of said County and State, personally appeared Ronald D. Buck, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Managing Member of 195, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such Managing Member executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Managing Member.

Witness my hand and seal, at Office in Nashville, Tennessee, this 20th day of July, 2005.

Deborah A. Hughes
Notary Public

My Commission Expires: 5/30/2007

DEBORAH A. HUGHES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 30, 2007

EXHIBIT A

Property Description

Beginning at an iron pin at the intersection of Polk Avenue and Hackworth Street, Davidson County, Tennessee and being more particularly described as follows:

(1) Thence with a curve to the left, having a central angle of 16 deg. 00'42", a radius of 2060.00 feet and an arc length of 575.68 feet along Hackworth Street to an iron pin;
(2) Thence N 44 deg. 39'37" W, 139.54 feet to an iron pin;
(3) Thence with a curve to the right, having a central angle of 51 deg. 21'10", a radius of 182.94 feet and an arc length of 163.96 feet to an iron pin;
(4) Thence N 06 deg. 41' 04" E, 285.07 feet to an iron pin;
(5) Thence with a curve to the left, having a central angle of 24 deg. 41' 16", a radius of 225.00 feet and an arc length of 96.95 feet to an iron pin;
(6) Thence with a curve to the right, having a central angle of 116 deg. 09' 46", a radius of 25.00 feet and an arc length of 50.69 feet at the intersection of Hackworth Street and Woodycrest Avenue to an iron pin;
(7) Thence S 81 deg. 49' 00" E, 131.45 feet along Woodycrest Avenue to an iron pin;
(8) Thence with a curve to the left, having a central angle of 02 deg. 49' 46", a radius of 5755.00 feet and an arc length of 284.20 feet to an iron pin;
(9) Thence S 84 deg. 38' 45" E, 378.49 feet to an iron pin;
(10) Thence with a curve to the right, having a central angle of 88 deg. 52' 12", a radius of 100.00 feet and an arc length of 155.11 feet to an iron pin at the intersection of Woodycrest Avenue and Fesslers Lane;
(11) Thence S 04 deg. 13' 14" W, 199.61 feet to an iron pin;
(12) Thence with a curve to the right, having a central angle of 02 deg. 55' 10", a radius of 2839.89 feet and an arc length of 144.70 feet to an iron pin;
(13) Thence S 07 deg. 07' 57" W, 56.45 feet to an iron pin;
(14) Thence with a curve to the right, having a central angle of 02 deg. 50' 57", a radius of 2889.90 feet and an arc length of 143.71 feet to an iron pin;
(15) Thence S 04 deg. 17' 13" W, 95.66 feet to an iron pin;
(16) Thence with a curve to the right, having a central angle of 62 deg. 42' 21", a radius of 20.00 feet and an arc length of 21.89 feet to an iron pin at the intersection of Fesslers Lane and Polk Avenue;
(17) Thence with a curve to the left, having a central angle of 26 deg. 56' 07" a radius of 985.00 feet and an arc length of 463.06 feet to the point of beginning, containing 16.59 acres more or less.

Being the same property conveyed to Grantor by deed from AT&T Corp. recorded in Book 9592, page 145, in the Register's Office of Davidson County, Tennessee.

EXHIBIT B

Encumbrances

1. The lien for 2005 Taxes, not yet due and payable, which have been prorated and will be paid by Grantee.

2. Deed of Trust given to Stuart Jones, as Trustee, securing Holiday Fenoglis Fowler, L.P., recorded in Book 11121, page 359, in the Register's Office of Davidson County, Tennessee, as assigned by Assignment to LaSalle National Bank, as Trustee, recorded in Book 11471, page 791, in said Register's Office.

3. Assignment of Leases and Rents from 195, LLC, a Tennessee limited liability company, to Holiday Fenoglis Fowler, L.P. recorded in Book 11121, page 414, in said Register's Office.

4. Financing Statement from 195, LLC, a Tennessee limited liability company, securing Holiday Fenoglio Fowler recorded in Book 11121, page 428, in said Register's Office; as assigned by assignment to LaSalle National Bank, as Trustee, recorded in Book 11736, page 589, in said Register's Office.

5. Financing Statement from 195, LLC, a Tennessee limited liability company, securing Wachovia Bank, National Association, as Master Servicer, recorded as Instrument No. 20030918-0138070, in said Register's Office.

6. Memorandum of lease from 195, LLC, a Tennessee limited liability company, to Apex Supply Company, Inc., recorded as Instrument No. 20021022-0129652, in said Register's Office, and the terms and conditions of the unrecorded lease referred to therein.

7. Terms and conditions of the lease from 195, LLC, a Tennessee limited liability company, to University of Tennessee, recorded as Instrument No. 20010227-0018235, as amended by amendment thereof recorded as Instrument No. 20011114-0124786, in said Register's Office.

8. Terms and conditions of the lease from 195, LLC, a Tennessee limited liability company limited liability company, to Novus, and any memorandum thereof that may be recorded in said Register's Office.

9. Terms and conditions of the lease from 195, LLC, a Tennessee limited liability company limited liability company, to Can-Do National, and any memorandum thereof that may be recorded in said Register's Office.

10. Terms and conditions of the lease from Grantee to 195, LLC, a Tennessee limited liability company, and any memorandum thereof that may be recorded in said Register's Office.

11. Rights, if any, of third parties, if any, evidenced by the following matters shown on Survey Number 05093, dated May 16, 2005, as revised July 5, 2005, prepared by Volunteer Surveying:

(a) Concrete into R.O.W.
(b) Wall(s) and Fence(s) into R.O.W.
(c) Sign into R.O.W.
(d) Minimum Building Setback Lines: 20 feet from Front and 15 feet from rear
(e) Overhead power lines crossing/serving property
(f) Electric Meter and Electric Service boxes
(g) RCP and CMP lines running throughout property
(h) Water line entering/serving property
(i) 10' Easement, recorded in Book 2135, page 219, R.O.D.C.T.
(j) 20' Rail Spur Easement, recorded in Book 2294, page 63, R.O.D.C.T.

ALL as more particularly shown on said survey.