This Instrument Prepared By:

Gabriel N. Steinberg, Special Counsel
General Services Administration
Office of Regional Counsel (4L)
77 Forsyth Street, Suite 600
Atlanta, GA 30303

Address New Owner:
Turtle Realty, LLC
c/o Mr. Edward H. Lannom, III
3939 Woodlawn Drive
Nashville, TN 37205

Send Tax Bills to: Map-Par:
SAME 93-5-4-34 & 35, 33 (part)

Davidson County DEEDQC
Recvd: 10/06/05 08:34 6 pgs
Fees:32.00 Taxes:0.00

20051006-0120441

QUITCLAIM DEED

THIS INDENTURE, made this the 24th day of February, 2005, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Property Act , 40 U.S.C. § 3304, and regulations and orders promulgated thereunder, Grantor, and TURTLE REALTY, LLC, a Tennessee limited liability company, whose mailing address is c/o Edward H. Lannom, III, 3939 Woodlawn Drive, Nashville, TN 37205, Grantee.

WITNESSETH:

That the Grantor, for an in consideration of the exchange of property of even date herewith from the Grantee, receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim, unto the said Grantee, its successors and assigns, that real estate situated in Davidson County, Tennessee, and being more particularly described in Exhibit "A", which is attached hereto, made a part hereof, and consists of two (2) pages:

TOGETHER with all and singular the privileges, and appurtenances to the same belonging.

SUBJECT, HOWEVER, to any and all existing easements, recorded or unrecorded, including but not limited to rights-of-way for public roads, highways, streets, railroads, pipelines and public utilities, if any.

(A) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been releasec or disposed of or stored for one year or more on the Property.

(B) CERCLA Covenant. **Grantor** warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. **Grantor** warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**

(b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**

ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event **Grantee**, its successor(s) or assign(s), seeks to have **Grantor** conduct or pay for any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, its successor(s) or assign(s), shall provide **Grantor** at least 45 days written notice of such a claim and provide credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.

(C) ACCESS. **Grantor** reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **Grantor**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

The property hereby conveyed is presently under the jurisdiction of the General Services Administration, is available for exchange and its exchange has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

TO HAVE AND TO HOLD the above described real estate unto the said Grantee, its successors and assigns, so that neither the said Grantor nor its assigns, shall at any time claim or demand any right, title, or interest to the said hereinbefore described property hereby conveyed or its appurtenances.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed in its name and on its behalf this the 24th day of February, 2005.

UNITED STATES OF AMERICA Acting by and through Administrator of General Services

By: _____
PAUL E. MISERE
Contracting Officer
Property Development Division
General Services Administration
Region IV, Atlanta, Georgia

WITNESSES:

_____

_____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared PAUL E. MISERE, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Contracting Officer, Property Development Division, General Services Administration Region IV, Atlanta Georgia, of the UNITED STATES OF AMERICA, the within named bargainor, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the United States of America, by himself as such officer.

Witness my hand and official seal at office this 24th day of February, 2005.

Jo Ann Smith
Notary Public

My Commission expires: 7/29/06

JO ANN SMITH
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 29, 2006

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $-0-.

Affiant

Subscribed and sworn to before me, this the 22 day of June, 2005

Notary Public

My Commission expires: 7-29-06

JO ANN SMITH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENN.
My Commission Expires JULY 29, 2006

SURVEYORS DESCRIPTION
GOODLETT REALTY COMPANY PROPERTY
TRACT 11
A PORTION OF TAX MAP 93-05-4, PARCELS 34 & 35
DEED BOOK 1586, PAGE 92-R.O.D.C., TN
FIRST CIVIL DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

BEING A PARCEL OF LAND IN THE FIRST CIVIL DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE, BOUNDED ON THE NORTH BY THE IRA MENDELL PROPERTY AS OF RECORD IN DEED BOOK 7897, PAGE 545-R.O.D.C., TN, BOUNDED ON THE SOUTH BY THE NORTHERLY MARGIN OF COMMERCE STREET, BOUNDED ON THE WEST BY THE EASTERLY MARGIN OF EIGHTH AVENUE NORTH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERLY MARGIN OF EIGHTH AVENUE NORTH AND THE NORTHERLY MARGIN OF COMMERCE STREET;

THENCE, WITH THE EASTERLY MARGIN OF EIGHTH AVENUE NORTH, NORTH 27 DEGREES 18 MINUTES 28 SECONDS WEST, 55.00 FEET;

THENCE, A COMMON LINE WITH THE IRA MENDELL PROPERTY AS OF RECORD IN DEED BOOK 7897, PAGE 545-R.O.D.C., TN, NORTH 62 DEGREES 31 MINUTES 37 SECONDS EAST, 28.92 FEET;

THENCE, WITH A NEW LINE, SOUTH 27 DEGREES 18 MINUTES 28 SECONDS EAST, 55.00 FEET;

THENCE, WITH THE NORTHERLY MARGIN OF COMMERCE STREET, SOUTH 62 DEGREES 31 MINUTES 48 SECONDS WEST, 28.92 FEET TO THE POINT OF BEGINNING.

CONTAINING, 1,590 sq.ft. or 0.037 ACRES, MORE OR LESS.

PREPARED BY:
THORNTON & ASSOCIATES INC.
1205 SOUTH GRAYCROFT AVENUE
MADISON, TN 37115
FILE NO. 02-730(11)

Being part of the property conveyed to United States of America, by deed of record in Instrument No. 20040730-0091788, RODC, TN

EXHIBIT "A"

SURVEYORS DESCRIPTION
IRA MENDELL PROPERTY
TRACT 12
A PORTION OF TAX MAP 93-05-4, PARCEL 33
DEED BOOK 7897, PAGE 545-R.O.D.C., TN
FIRST CIVIL DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

BEING A PARCEL OF LAND IN THE FIRST CIVIL DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE, BOUNDED ON THE NORTH BY THE TURTLE REALTY, L.L.C. PROPERTY AS OF RECORD IN INSTRUMENT NO. 200012080121181-R.O.D.C., TN, BOUNDED ON THE SOUTH BY THE GOODLETT REALTY CO. PROPERTY AS OF RECORD IN DEED BOOK 1586, PAGE 92-R.O.D.C., TN, BOUNDED ON THE WEST BY THE EASTERLY MARGIN OF EIGHTH AVENUE NORTH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EASTERLY MARGIN OF EIGHTH AVENUE NORTH, SAID POINT BEING 85.00 FEET NORTHERLY OF THE NORTHERLY MARGIN OF COMMERCE STREET AND BEING THE NORTHWESTERLY CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, A COMMON LINE WITH THE TURTLE REALTY L.L.C. PROPERTY AS OF RECORD IN INSTRUMENT NO. 200012080121181-R.O.D.C., TN, NORTH 62 DEGREES 31 MINUTES 37 SECONDS EAST, 107.39 FEET;

THENCE, WITH A NEW LINE, SOUTH 27 DEGREES 18 MINUTES 28 SECONDS EAST, 15.00 FEET;

THENCE, WITH A NEW LINE, SOUTH 62 DEGREES 31 MINUTES 37 SECONDS WEST, 78.47 FEET;

THENCE, WITH A NEW LINE, SOUTH 27 DEGREES 18 MINUTES 28 SECONDS EAST, 15.00 FEET;

THENCE, A COMMON LINE WITH THE GOODLETT REALTY CO. PROPERTY AS OF RECORD IN DEED BOOK 1586, PAGE 92-R.O.D.C., TN, SOUTH 62 DEGREES 31 MINUTES 37 SECONDS WEST, 28.92 FEET;

THENCE, WITH THE EASTERLY MARGIN OF EIGHTH AVENUE NORTH, NORTH 27 DEGREES 18 MINUTES 28 SECONDS WEST, 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING, 2,045 sq.ft. or 0.047 ACRES, MORE OR LESS. Being part of the property conveyed to United States of America of record as Instrument No. 20040730-0091784, RODC, TN

PREPARED BY:
THORNTON & ASSOCIATES INC.
1205 SOUTH GRAYCROFT AVENUE
MADISON, TN 37115
FILE NO. 02-730(12)