313
Boult
LBL

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Paradigm Property Partners, LLC 5653 First Boulevard, Suite 532 Hermitage, Tennessee 37076	Map/Par. 86-0-29	Same
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC 1600 Division Street, Suite 700, Nashville, TN 37203		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ONE MILLION NINE HUNDRED THOUSAND and NO/100 DOLLARS ($1,900,000.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Eckerd Corporation, a Delaware corporation (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to Paradigm Property Partners, LLC, a Tennessee limited liability company (the "Grantee") Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"):

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year which have been prorated between the parties.

2. Restrictions contained in Deed of record as Instrument No. 20020701-0079054, as modified by Instrument No. 20030305-0029162, Register's Office for Davidson County, Tennessee.

3. Stormwater Detention Agreement of record as Instrument No. 20020607-0069510 and 20020925-0117119, Register's Office for Davidson County, Tennessee.

4. All matters shown on the Final PUD Plat of Lot 2, Phase II, Chandler Square General Commercial P.U.D. of record as Instrument No. 20021106-0136511, Register's Office for Davidson County, Tennessee.

5. Reciprocal Easement Agreement of record as Instrument No. 20021108-0138114, Register's Office for Davidson County, Tennessee.

6. Rights of upper and lower riparian owners to the flow of water of Dry Fork Creek, free from diminution or pollution.

Davidson County DEEDWARR
Recvd: 02/15/06 14:57 4 pg
Fees:23.00 Taxes:7030.00
20060215-0018542

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $1,900,000.00.

Affiant

Subscribed and sworn to before me this 13 day of February, 2006.

Notary Public

My Commission Expires: 7-25-09

MILES EZELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

7. Declaration of Covenants, Conditions, Liens, Easement and Restrictions, including, but not limited to easements, assessments, special assessments, charges and liens, contained in instrument of record in Book 7671, page 959, Register's Office for Davidson County, Tennessee.

8. Restrictive Covenants contained in instrument of record in Book 10728, page 65, as modified in Instrument No. 20030305-0029162, Register's Office for Davidson County, Tennessee.

9. Commencing on the date of this deed and continuing for a period of ten (10) years thereafter, the Property cannot be used as a drug store or pharmacy or for any collateral use in support of a drug store or a business which sells or dispenses prescription drugs without the prior written consent of Seller. Nothing herein shall be construed to prohibit the practice of ophthalmology upon the Property or the dispensing of optical products by prescription such as contacts and eyeglasses. Further, the dispensing of free samples of prescription drugs shall not be prohibited.

   Buyer acknowledges and agrees to this restriction and shall incorporate such use restriction into any document dealing with the future sale or lease of the Property. At the end of the aforementioned ten (10) year period, the use restriction defined in this paragraph shall terminate automatically of its own accord with no further action needed by either party.

10. Any other matters of record.

This is improved property located at 5410 Old Hickory Boulevard in Hermitage, Davidson County, Tennessee.

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

Grantor covenants with the Grantee that Grantor is lawfully seized in fee of the Property, that Grantor has a good right to sell and convey the same and that the Property is free from all encumbrances, except to the extent otherwise set forth herein.

Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title and quiet possession to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 14 day of February, 2006.

ECKERD CORPORATION

By: _____

Title: Vice President

Rhode Island
STATE OF ~~TENNESSEE~~

COUNTY OF Kent

Personally appeared before me, Patricia S. Rose, Notary Public, Peter Schmitz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is Vice President of Eckerd Corporation, a Delaware corporation and is authorized to execute this instrument on behalf of said corporation.

WITNESS my hand, at office, this 14th day of February, 2006.

Patricia S. Rose
Notary Public
My Commission Expires:
6/20/09

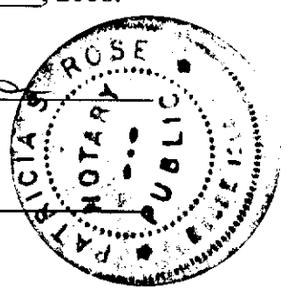


EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 2 as shown on the Final PUD Plat of Lot 2, Phase II, Chandler Square General Commercial P.U.D. of record as Instrument No. 20021106-0136511, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Eckerd Corporation, a Delaware corporation, by deed of record as Instrument No. 20020701-0079054 and by deed of record as Instrument No. 20021108-0138113, Register's Office for Davidson County, Tennessee.