Prepared By:
Pelayo Coll, Esq.
Blank Rome LLP
One Logan Square
130 N. 18th St.
Philadelphia, PA 19103

Davidson County DEEDWARR
Recvd: 07/17/06 11:36 7 pgs
Fees:38.00 Taxes:76517.91
20060717-0085617

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 7 day of ~~June~~ July, 2006, by and between CAR CMX L.P., a Delaware limited partnership, with a mailing address c/o DRA Advisors LLC, 220 East 42nd Street, New York, New York 10017 ("**Grantor**") and TENN CMX OWNER, LLC, a Delaware limited liability company, with a mailing address c/o TSG Real Estate, LLC, 744 N. Wells Street, Chicago, IL 60610, Attention: Wayne R. Hannah III ("**Grantee**").

WITNESSETH:

That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which Grantor hereby acknowledges, Grantor has bargained and sold, and does hereby bargain, sell, convey and confirm, unto Grantee, all of the real property located in Davidson County, Tennessee, and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

being the property conveyed to Grantor by warranty deed of record as Instrument No. 200108240091695, in the Register's Office of Davidson County, Tennessee (hereinafter called the "**Real Estate**"). The above description for the Real Estate is based on the survey of Michael F. Feldsbuch, whose Tennessee license number is 1882.

TO HAVE AND TO HOLD the Real Estate, together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining, unto Grantee and his heirs, successors, and assigns forever.

UNDER AND SUBJECT to all matters of record.

Grantor does hereby covenant with Grantee that it is lawfully seized in fee of the Real Estate; that it has good right to sell and convey the Real Estate; that the Real Estate is unencumbered, except for 2005 City of Nashville and County of Davidson, Tennessee, realty taxes (which are not yet due or payable, and which Grantee assumes), the matters, restrictions, easements, and building lines of record described in Exhibit "B" attached hereto (subject to all of which Grantee takes title to the Real Estate); and that the title and quiet possession Grantor will warrant and forever defend against the lawful claims of all persons claiming under Grantor, but not otherwise.

Please Return To
H2647-S
Zonia N. Veal
First National Financial Title Services, Inc.
3237 Satellite Blvd., Bldg. 300, Ste 450
Duluth, GA 30096

124550.00450/11555913v.2

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on the day and year first above written.

GRANTOR

CAR CMX L.P., a Delaware limited partnership

By: CAR MOM Inc., a Delaware corporation, its general partner

By: _____
Name: BRIAN T. SUMMERS
Title: VICE PRES.

STATE OF NY
COUNTY OF NY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Brian T. Summers, with whom I am personally acquainted, and who, upon oath, acknowledged him/herself to be the Vice President of Car Mom Inc, the within named bargainor, a corporation, and that he/she, as such Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Vice President.

WITNESS my hand and Notarial Seal at office this 27th day of June, 2006.

_____
Notary Public

My Commission Expires: 9/13/08

SAUDI Z. GONZALEZ
Notary Public, State of New York
Reg. No. 01GO6115825
Qualified in Kings County
My Commission Expires September 13, 2008

****** Recording Data ******

Property Address: 2501 Powell Avenue, Nashville, TN 37204

Mail Tax Bills To the following Person, who is Responsible for Payment of Taxes: Tenn CMX OWNER, LLC c/o TSG REAL ESTATE, LLC, 744 N. Wells Street, Chicago, IL 60610, Attention: Wayne R. Hannah III

The Name and Address of the property owner is: Tenn CMX OWNER, LLC c/o TSG REAL ESTATE, LLC, 744 N. Wells Street, Chicago, IL 60610, Attention: Wayne R. Hannah III.

Tax Parcel Number(s): 118-11-164.00

I hereby swear or affirm that, to the best of my knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $20,680,516.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and Sworn to before me this 27th day of June, 2006.

Notary Public in and for
New York

My Commission expires: 9/13/08

SAUDI Z. GONZALEZ
Notary Public, State of New York
Reg. No. 01GO6115825
Qualified in Kings County
My Commission Expires September 13, 2008

This Instrument was prepared by (and return to):

State Tax	$_____
Register's Fee	$_____
Recording Fee	$_____
TOTAL	$_____

EXHIBIT "A"

A tract of land in the Sixth Civil District of Nashville, Davidson County, Tennessee, and lying generally between Powell Avenue and the CSX Transportation Railroad, south of Thompson Lane and being more particularly described as follows:

Beginning at an iron pin (old) on the westerly Right-of-Way of Powell Avenue as widened by Metropolitan Nashville Department of Public Works Project No. 67-R-32, said pin being 40 feet right of station 14+86.16 and being the northwest corner of Home Depot U.S.A., Inc., (DB 9892, PG 486) and the southeast corner of this tract:

Thence, leaving and Right-of-Way with northerly line of Home Depot U.S. A., Inc., South 57 degrees 32 minutes 00 seconds West, 604.77 feet to an iron pin (old) in the easterly usage Right-of-way of CSX Transportation Railroad, said Right-of-Way being 33 feet east of and parallel to the north bound main tract;

Thence, with the usage Right-of-Way, North 32 degrees 23 minutes 00 seconds West, 535.30 feet to an iron pin (old);

Thence, continuing with Right-of-Way, along a curve to the right having a delta of 01 degrees 22 minutes 22 seconds, a radius of 13,138.44 feet, an arc length of 314.80, with the chord being North 31 degrees 41 minutes 49 seconds West -314.80 feet to an iron pin (new) and being the southeast corner of Thompson-Powell Venture LLC (DB 9753, PGA 844) and the Southwest corner of this tract;

Thence, leaving railroad with said Thompson-Powell Venture LLC as follows:

North 58 degrees 01 minutes 24 seconds East 559.75 feet to an iron pin (new), North 87 degrees 52 minutes 46 seconds East 129,24 feet to an iron pin (new) in the westerly right-or-way of Powell Avenue as created by the aforementioned Metro Project 67-R-32;

Thence, with said Right-of-Way along a curve to the left having a delta of 02 degrees 30 minutes 09 seconds, a radius of 6,738.95 feet, an arc length of 294.33 feet, with a chord being South 26 degrees 26 minutes 53 seconds East 294.31 feet to an iron pin (old);

Thence, South 27 degrees 41 minutes 57 seconds East -489.00 feet to the point of beginning and containing 12.37 acres more or less.

EXHIBIT "B"

CAR-003
CarMax Nashville
2501 Powell Ave.
Nashville, Davidson County, TN 37204

1. Any laws, regulations or ordinances presently in effect or which will be in effect on the Closing (including, but not limited to, zoning, building and environmental protection) as to the use, occupancy, subdivision or improvement of the Premises adopted or imposed by any governmental body or the effect of any noncompliance with or any violation thereof.

2. Right of any utility company to maintain and operate lines, wires, poles, cables and distribution boxes, in, over and upon the Premises.

3. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water, whether or not shown by the public records.

4. The CARMAX Lease and rights of Tenant thereunder, and the rights of CARMAX, INC. under the Substitution Agreement.

5. Rights or claims of parties (other than Insured) in actual possession of any or all of the Premises, excluding parties in possession as permitted by the CARMAX Lease.

6. Unfiled mechanics' or materialmen's liens.

7. Real estate taxes, vault charges and water and sewer charges.

8. State of facts shown on survey prepared by U.S. Surveyor, last revised January 4, 2006 and any subsequent state of facts a survey or inspection may reveal.

9. Access Easement by and among The Sunday School Board of the Southern Baptist Convention, Quebecor Printing Dickson, Inc., and The Thompson-Powell Venture, recorded in Book 9759, Page 20, in the Register's Office of Davidson County, Tennessee; as amended by First Amendment to Access Easement by and between Hope Depot U.S.A., Inc., a Delaware corporation and CAR CMX L.P., a Delaware limited partnership, dated September 26, 2001, recorded October 30, 2001, in Instrument No. 20011030-0118037, aforesaid records; as amended by Second Amendment to Access Easement, dated February 20, 2002, recorded February 27, 2002, in Instrument No. 20020227-0024771, aforesaid records.

10. TVA Transmission Line Easement granted by Deed to The United States of America, recorded in Book 1163, Page 145, aforesaid records.

11. TVA Transmission Line Easement granted by Deed to The United States of America, recorded in Book 1174, Page 101, aforesaid records.

12. Easement for Electric Transmission and Distribution Lines, Sewer Mains and Water Distribution Mains as reserved in the Deed from The United States of America to Tennessee Development Company, recorded in Book 1561, Page 117, aforesaid records.

13. Easements for Electric Transmission and Distribution Lines, Sewer Mains and Water Distribution Mains granted to Colonial Realty Company by Deed from Tennessee Development Company, recorded in Book 1630, Page 466, aforesaid records.

14. Terms, conditions, provisions and easements contained in the Contract between Tennessee Development Company and the City of Nashville, recorded in Book 1635, Page 595, aforesaid records.

15. Easements for Electric Transmission and Distribution Lines, Sewer Mains and Water Distribution Mains granted to Colonial Realty Company by Deed from Tennessee Development Company, recorded in Book 1643, Page 603, aforesaid records.

16. Easements for Electric Transmission and Distribution Lines, Sewer Mains and Water Distribution Mains and Railroad Spur Track, as reserved in the Deed from Tennessee Development Company of the Sunday School Board of The Southern Baptist Convention, recorded in Book 1814, Page 533, aforesaid records.

17. Easement for storm, sewer granted to the Metropolitan Government of Nashville and Davidson County, Tennessee, recorded in Book 4069, Page 810, aforesaid records.

18. Easement for right of way for railroad track granted to Louisville and Nashville Railroad Company, recorded in Book 1723, Page 371, aforesaid records.

19. Permanent drainage easement conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee by Deed, recorded in Book 7698, Page 302, aforesaid records.

20. Easement granted to Nashville and Decatur Railroad Company by Deed, recorded in Book 1813, Page 205, aforesaid records.

21. Terms and conditions of lease, as evidenced in that certain Memorandum of Lease Agreement between The Sunday School Board of Southern Baptist Convention and Graphic Arts Properties, Inc., dated December 15, 1966, recorded in Book 4087, Page 779, aforesaid records; as amended by Amendment to Memorandum of Lease Agreement between The Sunday School Board of the Southern Baptist Convention and Quebecor Printing Dickson Inc., dated August 4, 1995, recorded in Book 9759, Page 15, aforesaid records; as assigned by Assignment of Lease and Sale Agreement between Quebecor Printing Dickson Inc. and CarMax Auto Superstores, Inc., dated April 14, 1998, recorded in Book 10893, Page 689, aforesaid records. (See Exhibit "A" attached to book 10893, page 689 for lease and amendments.)

22. TVA Transmission Line Easement granted by Deed to The United States of America, recorded in Book 1153, Page 542, aforesaid records.

23. Slope and Grading Easement by and between Home Depot U.S.A., Inc. and CarMax Auto Superstores, Inc., recorded in Book 11142, Page 836, aforesaid records.

24. Release of rights of access to abandoned building as set forth in Quitclaim Deeds by and between CarMax Auto Superstores, Inc., and Henry R. Hillenmeyer and Robert K. Zelle, recorded in Book 10936, Page 285, and in Book 10936, Page 291, aforesaid records.

25. Agreement for Dedication of Easement for Water Mains and Appurtenances granted to the Metropolitan Government of Nashville and Davidson County, Tennessee, recorded in Book 5878, Page 474, aforesaid records. (20' permanent easement)

26. Agreement for Dedication of Easement for storm sewers and/or sanitary sewers granted to the Metropolitan Government of Nashville and Davidson County, Tennessee, recorded in Book 6597, Page 381, aforesaid records.

27. Terms, conditions and responsibilities of CarMax Auto Superstores, Inc., its successors and assigns, as set forth in Quitclaim Deed from CSX Transmission, Inc., dated December 4, 1998, recorded in Book 11295, Page 629, aforesaid records.

28. Terms and conditions of lease, as evidenced in that certain Memorandum of Lease by and between Car CMX, L.P., a Delaware limited partnership and CarMax, Inc., a Virginia corporation, dated August 9, 2001, recorded in August 24, 2001, in Instrument No. 20010824-0091697, aforesaid records; as assigned by Assignment of Lease to CarMax Auto Superstores, Inc., a Virginia corporation, dated August 10, 2001, recorded August 24, 2001, in Instrument No. 20010824-0091699, aforesaid records.

29. Easement for water mains and appurtenances conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee by instrument recorded in Book 6695, Page 66, aforesaid records.

30. Drainage flow and rights to waters of Browns Creek. Any portion of property lying within charter railroad right of way, railroad tracks, spurs, rails crossing subject property.