STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 1,150,000.00 .

George B Keith
Affiant

Subscribed and sworn to before me, this the 31st day of August, 2006.

Notary Public
My commission expires:

JOE VAULX CROCKETT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY TENN.

NOTARY PUBLIC
AT LARGE
~~Joe Vaulx Crockett, III~~
My Commission Expires
January 24, 2009
STATE OF TENNESSEE

This instrument prepared by
JOE VAULX CROCKETT, III, ESQ.
Suite 1050 American Center
3100 West End Avenue
Nashville, Tennessee 37203

Address New Owner:	**Send Tax Bills To:**	**Map/Parcel No.**
Cumberland Corral, LLC 119 Governors Way Brentwood, TN 37027	Same	86 / 753

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MPI HERMITAGE, LLC, a Tennessee limited liability company ("GRANTOR") has bargained and sold, and by these presents does transfer and convey unto CUMBERLAND CORRAL, LLC, a Tennessee limited liability company ("GRANTEE"), its successors and assigns, certain real estate in Nashville, Davidson County, Tennessee, being described more particularly in Exhibit A, attached hereto and incorporated herein by reference, together with all right, title, and interest of GRANTOR in and to any easements, alleyways, streets, and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (the "Property").

This is improved property generally known as approximately 2.972 acres, more or less, situated in at Old Hickory Blvd. and Old Lebanon Dirt Road, Hermitage, Davidson County, Tennessee.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the exceptions, limitations, restrictions, encumbrances, and other matters set forth on Exhibit B, attached hereto and incorporated herein by reference.

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Davidson County DEEDWARR
Recvd: 09/05/06 16:01 4 pg
Fees:23.00 Taxes:4255.00

20060905-0109636

TO HAVE AND TO HOLD the Property, together with all appurtenances, estate, title, and interest thereto belonging to GRANTEE, its successors and assigns, forever. GRANTOR covenants with the said GRANTEE that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR further covenants and binds itself, its successors, representatives, and assigns to warrant specially and forever defend the title to the Property to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under GRANTOR (other than claims arising out of the matters set forth on Exhibit B), but not further or otherwise.

WITNESS its hand this 31st day of August, 2006.

MPI HERMITAGE, LLC

By: KPCD, LLC, a Tennessee limited liability company, its Manager

By: _____

Title: Sole Member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Joe Vaulx Crockett, a Notary Public in and for the County and State aforesaid, personally appeared KENNETH M. POWERS, with whom I am personally acquainted (or proved to be on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Sole Member of KPCD, LLC, a Tennessee limited liability company, Manager of MPI HERMITAGE, LLC, the within-named bargainor, a limited liability company, and that he as Sole Member of KPCD, LLC, being authorized so to do, executed the foregoing instrument for the purposes contained therein, by signing the name of KPCD, LLC, by himself as Sole Member.

WITNESS my hand and seal in Nashville, Tennessee, this the 31st day of August, 2006.

_____
Notary Public

My Commission Expires:

JOE VAULX CROCKETT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Joe Vaulx Crockett, III
My Commission Expires
January 24, 2009
STATE OF TENNESSEE

EXHIBIT A

DESCRIPTION OF PROPERTY

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Final Plat, Hermitage Chick-Fil-A, as shown on plat of record as Instrument No. 20050915-0111233, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being a portion of the same property conveyed to MPI Hermitage, LLC, a Tennessee limited liability company, by deeds of record in Instrument No. 20040525-0061005 and Instrument No. 20040525-0061006, Register's Office for Davidson County, Tennessee.

Together with Appurtenant Easements and Rights contained in the following:

Declaration of Reciprocal Easements and Restrictions of record as Instrument No. 20050308-0025818 being modified by First Amendment to Declaration of Reciprocal Easements and Restrictions of record as Instrument No. 20050802-0090286, both of record in said Register's Office;

Easement Agreement of record as Instrument No. 20041008-0121768, re-recorded as Instrument No. 20050818-0098530, both of record in said Register's Office;

Cross-Access and Drainage Easement Agreement recorded as Instrument No. 20041008-0121767, said Register's Office.

EXHIBIT B

EXCEPTIONS TO TITLE:

Lot 2 - Final Plat for Hermitage Chick-Fil-A
Hermitage, Tennessee

The subject Property is conveyed subject to following:

1. Taxes for 2006 which have been prorated and will be paid by GRANTEE.

2. All matters shown on Plat recorded in Instrument No. 20050915-0111233, Register's Office for Davidson County, Tennessee.

3. Stormwater Detention Agreement as of record in Instrument No. 20040916-0111880, said Register's Office.

4. Cross-Access and Drainage Easement Agreement as of record in Instrument No. 20041008-0121767, as amended by First Amendment to Cross-Access and Drainage Easement Agreement as of record as Instrument No. 20060905010 9635 said Register's Office.

5. Declaration of Reciprocal Easements and Restrictions as of record in Instrument No. 20050308-0025818, as amended by First Amendment to Declaration of Reciprocal Easements and Restrictions as of record in Instrument No. 20050802-0090286, and as further amended by Second Amendment to Declaration of Reciprocal Easements and Restrictions as of record as Instrument No. 20060905010963 4, said Register's Office.

6. Easement Agreement as of record in Instrument No. 20041008-0121768, as re-recorded in Instrument No. 20050818-0098530, said Register's Office.

7. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances as of record in Instrument No. 20050125-0009333, said Register's Office.

8. Restrictions set forth in Short Form Lease from MPI Hermitage, LLC, to Chick-Fil-A, of record as Instrument No. 20050308-0025819, said Register's Office.