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Box 36

This instrument prepared by and after recording return to:
David P. Buckley
McGuire One James Center
Richmond, Virginia 23219

Prepared w/o the benefit of a title report

Davidson County DEEDQC
Recvd: 10/11/06 14:23 10 pg
Fees:52.00 Taxes:0.00
20061011-0126567

QUITCLAIM DEED

THIS DEED, made effective as of the 31st day of July, 2004 by and between **BANK OF AMERICA, N.A.** and **ELMON T. GRAY**, as trustees for four separate trusts under the will of GARLAND GRAY, one for the benefit of each of ELMON T. GRAY, FLORENCE G. TULLIDGE, AGNES G. DUFF and MARY G. STETTINIUS; and **BANK OF AMERICA, N.A.** and **ELMON T. GRAY**, as trustees for four separate trusts under an agreement dated December 31, 1970 with GARLAND GRAY, one for the benefit of each of ELMON T. GRAY, FLORENCE G. TULLIDGE, AGNES G. DUFF and MARY G. STETTINIUS, as tenants in common, whose mailing address is c/o GrayCo, Inc., 5004 Monument Ave., Suite 200, Richmond, VA 23230 (collectively "Grantor"); and **GRAY PROPERTY 6801, LLC**, a Virginia limited liability company, having a mailing address of c/o GrayCo, Inc., 5004 Monument Ave., Suite 200, Richmond, VA 23230 ("Grantee"), recites as follows:

1. Grantor collectively owns an approximate **11.124% undivided interest** in that certain parcel or parcels of land located in Davidson County, Tennessee, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (the "Property").

2. Grantor desires to acquire an interest in Gray Holdings, LLC, a Virginia limited liability company ("Holdings") in exchange for the contribution of all of Grantor's undivided interest in the Property.

3. To avoid the need for multiple deeds, Holdings has directed Grantor to convey its undivided interest in the Property directly to Grantee, a wholly-owned subsidiary of Holdings.

WITNESSETH, in consideration of the sum of Ten and 00/100 Dollars ($10.00), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor does hereby QUITLCLAIM AND CONVEY unto the Grantee, its successors and assigns, all right title and interest of Grantor in and to the Property.

TO HAVE AND TO HOLD the above granted and bargained Property unto the Grantee, its successors and assigns, in fee simple, forever.

The Property is conveyed subject to all matters of record as they may lawfully affect the Property, including without limitation, that certain Multifamily Deed of Trust, Assignment of Rents and Security Agreement dated November 2, 2001, recorded November 9, 2001 as Instrument No. 20011109-0123429, in favor of GMAC Commercial Mortgage Corporation, as amended by Amendment to Multifamily Deed of Trust, Assignment of Rents and Security Agreement dated March 25, 2004, in favor of Federal Home Loan Mortgage Corporation, and Multifamily Deed of Trust, Assignment of Rents and Security Agreement dated March 25, 2004, in favor of GMAC Commercial Mortgage Bank.

(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

IN WITNESS WHEREOF, the Grantor has hereunto caused the execution hereof as of the date first above written.

BANK OF AMERICA, N.A.,as trustee for four separate trusts under the will of Garland Gray, one for the benefit of each of Elmon T. Gray, Florence G. Tullidge, Agnes G. Duff and Mary G. Stettinius

By: Rita M. Smith SVP
Name: RITA M. SMITH

ELMON T. GRAY, as trustee for four separate trusts under the will of Garland Gray, one for the benefit of each of Elmon T. Gray, Florence G. Tullidge, Agnes G. Duff and Mary G. Stettinius

BANK OF AMERICA, N.A., as trustee for four separate trusts under an agreement dated December 31, 1970 with Garland Gray, one for the benefit of each of Elmon T. Gray, Florence G. Tullidge, Agnes G. Duff and Mary G. Stettinius

By: Rita M. Smith SVP
Name: RITA M. SMITH

ELMON T. GRAY, as trustee for four separate trusts under an agreement dated December 31, 1970 with Garland Gray, one for the benefit of each of Elmon T. Gray, Florence G. Tullidge, Agnes G. Duff and Mary G. Stettinius

COMMONWEALTH OF VIRGINIA)
County Henrico) ss.
~~CITY~~ OF RICHMOND)

The foregoing instrument was acknowledged before me this 30th day of July, 2004, by Rita M. Smith as SVP of Bank of America, N.A., as trustee for four separate trusts under the will of Garland Gray, one for the benefit of each of Elmon T. Gray, Florence G. Tullidge, Agnes G. Duff and Mary G. Stettinius. He/she is personally known to me and did not take an oath.

Debra C Stultz
Notary Public
Name: Debra C Stultz
Notary Public for the State of Va;
my commission expires: June 30, 2007

[SEAL]

COMMONWEALTH OF VIRGINIA)
) ss.
~~CITY~~/COUNTY OF Henrico)

The foregoing instrument was acknowledged before me this 30th day of July, 2004, by Elmon T. Gray, as trustee for four separate trusts under the will of Garland Gray, one for the benefit of each of Elmon T. Gray, Florence G. Tullidge, Agnes G. Duff and Mary G. Stettinius. He is personally known to me and did not take an oath.

Debra C. Stultz
Notary Public
Name: Debra C. Stultz
Notary Public for the Commonwealth of Virginia;
my commission expires: June 30, 2007

[SEAL]

COMMONWEALTH OF VIRGINIA)
County of Henrico) ss.
~~CITY~~ OF RICHMOND)

The foregoing instrument was acknowledged before me this 30th day of July, 2004, by Rita M Smith, as SVP of Bank of America, N.A., as trustee for four separate trusts under an agreement dated December 31, 1970 with Garland Gray, one for the benefit of each of Elmon T. Gray, Florence G. Tullidge, Agnes G. Duff and Mary G. Stettinius. He/she is personally known to me and did not take an oath.

Debra C Stultz
Notary Public
Name: Debra C Stultz
Notary Public for the State of VA;
my commission expires: June 30, 2007

[SEAL]

COMMONWEALTH OF VIRGINIA)
) ss.
~~CITY~~/COUNTY OF Henrico)

The foregoing instrument was acknowledged before me this 30th day of July, 2004, by Elmon T. Gray, as trustee for four separate trusts under an agreement dated December 31, 1970 with Garland Gray, one for the benefit of each of Elmon T. Gray, Florence G. Tullidge, Agnes G. Duff and Mary G. Stettinius. He is personally known to me and did not take an oath.

Debra C Stultz
Notary Public
Name: Debra C. Stultz
Notary Public for the Commonwealth of Virginia;
my commission expires: June 30, 2007

[SEAL]

RECORDING DATA ONLY

Property Address:
100 Riverchase Blvd.
Nashville, TN 37115

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

Name and Address of Property Owner
And Entity Responsible for Payment
of Real Property Taxes

Gray Lumber Company et al.
c/o GrayCo, Inc.
5004 Monument Ave., Suite 200
Richmond, VA 23230

Tax Parcel Id Number:
Map 26-16, Parcel 62.00, 63.00

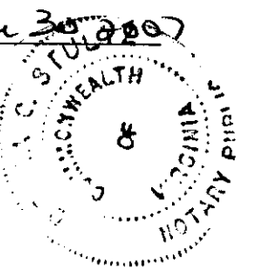
Gray Lumber Company, a Virginia

By: _____

Subscribed and sworn to before me this 30th day of July, 2004

_____
Notary Public

My commission expires: June 30, 2007



RECORDING DATA ONLY

Property Address:
100 Riverchase Blvd.
Nashville, TN 37115

Name and Address of Property Owner
And Entity Responsible for Payment
of Real Property Taxes

Gray Lumber Company et al.
c/o GrayCo, Inc.
5004 Monument Ave., Suite 200
Richmond, VA 23230

Tax Parcel Id Number:
Map 26-16, Parcel 62.00, 63.00

EXHIBIT A
PROPERTY DESCRIPTION

Being a tract of land known as Lot 1 of the "Second Revision, Resubdivision of Lot 1 of Northside Marketplace" as shown on plat of record as Instrument No. 20011003-0107284, said tract being located in the northern portion of Davidson County, lying in the 10th Councilmanic District of Nashville, Tennessee. Bounded on the north by the following: Duane E. Harrison, et ux as recorded in Deed Book 7868, Page 450 Registers Office Davidson County (RODC), KIR Northside Marketplace, LP as recorded in Deed Book 11754, Page 615 RODC, Right-of-Way (ROW) of Riverchase Boulevard (72' ROW), Davevest Associates, LP as recorded in Deed Book 11628, Page 50 RODC & the "Resub. of Section I & II, Mansker Meadows as recorded in Plat Book 2954, Page 32, on the east by Section II Mansker Meadows as recorded in Plat Book 2663, Page 16 RODC, and Section III Mansker Meadows as recorded in Plat Book 2900, Page 26 RODC, on the south by Lot 3 of the "Second Revision Resubdivision of Lot 1 of Northside Marketplace", a plat not recorded as of this date, being a portion of Map 26-16, Parcel 62, on the west by the following: Section III of North Hill Estates as recorded in Plat Book 3842, Page 185 RODC, ROW of Spring Branch Road (ROW varies), & Section II of North Hill Estates as recorded in Deed Book 3700, Page 51 RODC. Tract being described as follows:

POINT OF BEGINNING being a found iron rod in the easterly ROW margin of Riverchase Boulevard at the termination of said ROW into Lot 1 of the "Resubdivision of Lot 1 Northside Marketplace" as recorded in Plat Book 11700, Page 70 RODC; thence leaving said ROW North 75°01'13" East 581.87 feet to a found iron rod; thence North 70°07'37" East 291.31 feet to a set point, thence North 3°40'01" West 463.90 feet to a set point; thence South 58°52'34" East 120.59 feet to a set point ; thence South 18°04'31" East 220.38 feet to a found monument on the northern ROW margin of Mansker Drive; thence with said ROW South 28°27'12" East 50.69 feet to a found concrete monument on the southern ROW margin of Mansker Drive; thence leaving said ROW South 19°55'00" East 179.95 feet to a set point; thence South 30°06'14" West 144.70 feet to a set point, thence South 10°21'49" East 754.55 feet to a found concrete monument; thence South 54°51'05" East 420.69 feet to a found iron rod; thence South 41°38'05" East 178.30 feet to a found iron rod; thence South 64°40'06" West 317.30 feet to a set point; thence North 50°33'58" West 250.77 feet to a set point; thence North 38°12'52" West 148.95 feet to a set point; thence North 88°06'08" West 302.00 feet to a set point; thence North 74°38'34" West 103.61 feet to a set point; thence North 74°55'04" West 56.39 feet to a set point; thence South 34°51'49" West 155.00 feet to a set point, thence South 6°47'49" East 155.19 feet to a set point; thence South 40°34'48" West 204.57 feet to a set point; thence South 43°46'15" West 239.72 feet to a found iron rod, being the southwest corner of the tract being described, also lying on the northern ROW margin of East Hill Drive; thence North 49°29'56" West 332.05 feet to a set point; thence North 49°18'07" West 396.62 feet to a found concrete monument on the southern ROW margin of Spring Branch Road; thence with said ROW North 49°40'34" West 53.42 feet to a found concrete monument on the northern ROW margin of Spring Branch Road; thence leaving said ROW with a curve to the right having a radius of 625.00 feet, an arc length of 319.70 feet, a central angle of 29°18'30", a chord bearing and distance of North 34°40'34" East 316.23 feet to a set point; thence North 49°17'30" East 96.93 feet to a found

monument; thence North 40°40'28" West 464.87 feet to a found iron rod; thence North 72°55'37" West 40.21 feet to a found iron rod; thence North 64°14'58" East 544.87 feet to the point of beginning. Containing 1,829,837 square feet or 42.00 acres, more or less.

Lot No. 3

Being a tract of land known as Lot 3 of the "Second Revision, Resubdivision of Lot I of Northside Marketplace" as shown on plat of record as Instrument No. 20011003-0107284, said tract being located in the northern portion of Davidson County, lying in the 10th Councilmanic District of Nashville, Tennessee. Bounded on the north by Lot 1 of the "Second Revision, Resubdivision of Lot 1 of Northside Marketplace", a plat not of record as of this date, being a portion of Map 26-16, Parcel 62, also on the north by Section III Mansker Meadows as recorded in Plat Book 2900, Page 26, Register's Office, Davidson County (RODC), on the east by Section II Mansker Meadows as recorded in Plat Book 2668, Page 15 RODC, on the south by the following: Right-of-Way (ROW) of CSX Transportation Railroad (ROW varies), Phillips Branch Subdivision as recorded in Plat Book 5060, Page 35 RODC, & ROW of Cumberland Hills Drive (50' R0W) on the west by Section IV North Hill Estates as recorded in Plat Book 3843, Page 229 RODC, also on the west by ROW of East Hill Drive (50' ROW). Tract being described as follows:

POINT OF BEGINNING being a found iron rod at the southwest corner of Lot 71, as shown on "Section II, Mansker Meadows as recorded in Plat Book 2900, Page 26 RODC, lot being located at the southerly most intersection of Cumberland Hills Drive and Mansker Drive; thence North 64°40'06" East 252.46 feet to a set point in the westerly ROW margin of Cumberland Hills Drive; thence with said ROW and a curve to the right having a radius of 625.00 feet, an arc length of 281.36 feet, a central angle of 25°47'36", a chord bearing and distance of South 16°23'38" East 278.99 feet to a found monument at the termination of said ROW into the lot being described herein; thence leaving said ROW North 86°30'46" East 262.81 feet to a found monument; thence North 39°40'14" East 220.96 feet to a found monument; thence South 25°l5'21" East 528.34 feet to a set point in the northerly ROW of the CSX Transportation Railroad; thence with said ROW South 69°45'26" West 290.93 feet to a set point; thence with a curve to the left having a radius of 6689.44 feet, an arc length 75.82 feet, a central angle 0°38'58", a chord bearing and distance of South 69°25'58" West 75.80 feet to a set point; thence North 20°53'31" West 25.00 feet to a set point; thence with a curve to the left having a radius of 6714.44 feet, an arc length of 977.23 feet, a central angle of 8°20'20", a chord bearing and distance of South 64°56'20" West 976.34 feet to a set point; thence leaving said ROW North 42°22'24" West 483.82 feet to a set point on the northerly ROW margin of Cumberland Hills Drive; thence with said ROW South 47°37'36" West 356.79 feet to a found monument; thence leaving said ROW North 48°59'09" West 226.13 feet to a found monument; thence North 49°34' 17" West 390.77 feet to a found monument on the southerly ROW margin of East Hill Drive at the point of termination of said ROW into the tract being described; thence with said ROW North 49°29'56" West 50.68 feet to a found iron rod; thence leaving said ROW North 43°46' 15" East 239.72 feet to a set point; thence North 40°34'48" East 204.57 feet to a set point; thence North 6°47'49" West 155.19 feet to a set point; thence North 34°51'49" East 155.00 feet to a set point; thence South 74°55'04" East 56.39 feet to a set point; thence South 74°38'34" East 103.61 feet to a set point; thence South 88°06'08" East 302.00 feet to a set point; thence South 38°12'52" East

148.95 feet to a set point; thence South 50°33'58" East 250.77 feet to a set point; thence North 64°40'06" East 317.30 feet to the point of beginning,
Containing 1,515,882 square feet or 34.79 acres.

TOGETHER WITH an exclusive permanent sign easement totaling thirty-six (36) square feet and appurtenant rights thereto as contained in Grant of Sign Easement by KIR Northside Marketplace, L.P. to Bristol Park at Riverchase, LLC, of record as Instrument No. 20011012- 0111412 in the Register's Office for Davidson County, Tennessee, said sign easement being more particularly described as follows:

Being an easement on land lying in Nashville, Davidson County, Tennessee, easement is located on a portion of Lot 2, Plat of "Resubdivision of Lot 2, Northside Marketplace", said Plat recorded in Plat Book 9700, page 894, Register's Office for said County; said Lot 2 is owned by KIR Northside Marketplace, L.P., by instrument of record in Deed Book 11754, page 615, Register's Office for said County, more particularly described as follows:

Commencing at an existing iron rod located at the westernmost right-of-way radius return of Riverchase Boulevard in the south right-of-way line of Gallatin Pike, being a northeast corner of said Lot 2; thence, South 23 deg. 00 min. 15 sec. East 15.02 feet to the northernmost corner of said easement, being the Point of Beginning; thence with said easement the following bearings and distances: South 64 deg. 17 min. 19 sec. East 6.00 feet to a point; South 25 deg. 42 min. 41 sec. West 6.00 feet to a point; North 54 deg. 17 min. 19 sec. West 6.00 feet to a point; North 25 deg. 42 min. 41 sec. East 6.00 feet to the Point of Beginning, containing 36 square feet, or 0.0008 acre, more or less.

TOGETHER WITH beneficial rights and easements contained in Reciprocal Easement and Operating Agreement dated May 27, 1997, by and between Morton Seaman, as Managing Co-Tenant, et al, and Davevest Associates, Limited Partnership, of record in Book 10478, page 333, as amended by First Amendment to Reciprocal Easement and Operating Agreement of record in Book 10884, page 749, in the Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Gray Lumber Company, a Virginia corporation; Grayland Company, L.P., a Virginia limited partnership; Bank of America, N.A. and Elmon T. Gray, Trustees of four separate trusts under an agreement dated December 31, 1970, with Garland Gray, one for the benefit of each of Elmon T. Gray, Agnes G. Duff, Mary G. Stettinius and Florence G. Tullidge; and Bank of America, N.A. and Elmon T. Gray, Trustees of four separate trusts under the Will of Garland Gray, one for the benefit of each of Elmon T. Gray, Agnes G. Duff, Mary G. Stettinius and Florence G. Tullidge, as Tenants in Common, by Special Warranty Deed from Bristol Park at Riverchase, LLC, a Tennessee limited liability company, of record as Instrument No. 20011012-0111724 in the Register's Office for Davidson County, Tennessee.