OWNER/RESPONSIBLE TAXPAYER:
Hickory Forest II, L.P.
900 South Gay Street
Suite 1600
Knoxville, TN 37902
Tax Map and Parcel Number: 16100013600

THIS INSTRUMENT PREPARED BY:
Tennessee Valley Title Insurance Co.
800 South Gay Street
1500 First Tennessee Plaza
Knoxville, Tennessee 37929
JLM/84885

Davidson County DEEDWARR
Recvd: 11/08/06 13:52 4 pgs
Fees:23.00 Taxes:13690.00
20061108-0139113

SPECIAL WARRANTY DEED

THIS INDENTURE made as of this 7th day of November, 2006, between **HICKORY FOREST, LTD., a Tennessee limited partnership**, First Party, and **HICKORY FOREST II, L.P., a Tennessee limited partnership,** Second Party;

WITNESSETH:

THAT SAID FIRST PARTY, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, to it in hand paid by said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Second Party, the real property described as follows:

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

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein. TO HAVE AND TO HOLD the same unto the Second Party, its representatives, successors and assigns, together with all of the rights and interest thereunto belonging, in fee simple.

The First Party covenants that it is lawfully seized in fee simple of the premises; that it has a good and lawful right to sell and convey the same; and that said property is free and clear and unencumbered, with the exception of the 2006 taxes, which shall be prorated as of the date of closing between the parties; and the matters set forth in **EXHIBIT "B",** attached hereto and made a part hereof.

The First Party further covenants that it will warrant and defend the title to said premises unto the Second Party, it representatives, successors and assigns, against the lawful claims of all parties claiming by, through, or under the First Party, but no further or otherwise.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.

IN WITNESS WHEREOF, the said First Party has caused this instrument to be executed as of the day and year first above written.

HICKORY FOREST, LTD.,
A Tennessee limited partnership

BY: _____

TITLE: Gen. Ptnr

STATE OF Georgia)
) SS:
COUNTY OF Oconee)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, ARCHIE B. CRENSHAW, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself/herself to be General Partner of **HICKORY FOREST, LTD., a Tennessee limited partnership**, the within named bargainor, and that he/she, as such General Partner, executed the within instrument for the purposes therein contained, by signing the name of the Partnership by himself/herself as such General Partner.

WITNESS my hand and official seal at office, this 1st day of November, 2006.

My Commission Expires:

Cindy Futrell
Notary Public

Cindy Futrell
Notary Public, Oconee County
Georgia, my commission
expires April 13, 2007

(SEAL)

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $3,700,000.00.

AFFIANT

Subscribed and sworn to before me this 1st day of November, 2006.

My Commission Expires:

Cindy Futrell
Notary Public

Cindy Futrell
Notary Public, Oconee County
Georgia, my commission
expires April 13, 2007

(SEAL)

EXHIBIT "A"
Legal Description

LAND in Davidson County, Tennessee, being of record in Plat Book 5200, page 260, in the Davidson County Register's Office, and more accurately described by a survey by Michael V. Holmes updated 12/22/82, to wit:

BEGINNING at a concrete monument in the westerly margin of Nolensville Pike also being the most northerly return monument; thence with a curve to the right (having a central angle of 90 deg. 00 min. 00 sec. and a radius of 25.00 feet) 39.27 feet to a concrete monument; thence with a curve to the left (having a central angle of 27 deg. 46 min. 19 sec. and a radius of 429.51 feet) 208.19 feet to a concrete monument; thence South 48 deg. 14 min. 40 sec. West, 120.97 feet to a concrete monument; thence with a curve to the right (having a central angle of 42 deg. 57 min. 33 sec. and a radius of 279.13 feet) 209.29 feet to a concrete monument; thence North 88 deg. 47 min. 41 sec. West, 614.49 feet to a concrete monument; thence South 80 deg. 43 min. 10 sec. West, 242.33 feet to a concrete monument; thence North 44 deg. 30 min. 28 sec. West, 60.54 feet to the point of BEGINNING; thence South 45 deg. 29 min. 32 sec. West, 46.63 feet to an iron pin; thence with a curve to the left (having a central angle of 40 deg. 44 min. 07 sec. and a radius of 40.00 feet) 28.44 feet to an iron pin; thence South 80 deg. 49 min. 57 sec. West, 821.63 feet to an iron pin; thence North 8 deg. 09 min. 08 sec. East, 191.33 feet to a monument; thence North 6 deg. 26 min. 42 sec. East, 300.24 feet to an iron pin; thence North 68 deg. 19 min. 35 sec. East, 727.80 feet to an iron pin; thence South 18 deg. 11 min. 30 sec. East, 120.02 feet to an iron pin; thence South 27 deg. 12 min. 48 sec. East, 252.96 feet to a monument; thence South 51 deg. 55 min. 02 sec. West, 185.88 feet to a monument; thence South 44 deg. 30 min. 28 sec. East, 160.04 feet to a monument, also being the POINT OF BEGINNING, containing 436,616.389 square feet or 10.023 acres.

BEING the same property conveyed to Hickory Forest, Ltd., a Tennessee limited partnership, by deed of record in Book 5984, page 206, in the Davidson County Register's Office.

November 7, 2006

EXHIBIT "B"
Permitted Encumbrances

1. Matters depicted or disclosed by map of record in Book 5200, page 260, in the office of the Davidson County Register of Deeds.

2. Any matters that would be shown on a current, true and accurate survey of the property and improvements thereon.

3. Rights of tenants in possession under unrecorded leases.

4. Taxes for the year 2007 and subsequent years, not yet due and payable.