This Instrument Prepared By:
Sherrard & Roe PLC (MGK)
424 Church Street, Suite 2000
Nashville, TN 37219

Davidson County DEEDQC
Recvd: 05/21/07 12:45 3 pgs
Fees:17.00 Taxes:0.00
20070521-0060273

QUITCLAIM DEED

Address New Owners:
David Poile
3611 Trimble Road
Nashville, TN 37215

Send Tax Bills To:
same

Map/Parcel Number:
P/O 130-08-0 135.00

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Elizabeth Poile (the "Grantor"), does hereby quitclaim, transfer and convey all her right, title and interest in and to the following described property to David Poile (the "Grantee"), in fee simple, said property being a tract or parcel of land in Davidson County, State of Tennessee, (the "Property"), more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 9 on the plan of the Resubdivision Lot 3 Whitney Place & Resubdivision Lot 9 Larkway Gardens, as of record in Instrument No. 20060512-0055924, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Together with the first right to purchase a portion of Lot 3 Whitney Place, set out in Addendum as Exhibit "A".

Being part of the same property conveyed to David Poile and Elizabeth Poile by deed from Bob Haley, of record as Instrument No. 20060517-0057786, Register's Office for Davidson County, Tennessee.

Subject to all easements, restrictions and reservations of record.

This is improved property known as 3611 Trimble Road, Nashville, TN 37215.

IN WITNESS WHEREOF, the Grantor has executed this instrument to be effective as of the 20 day of May, 2007.

Elizabeth Poile

Elizabeth Poile, Grantor

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

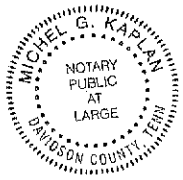
Before me, a Notary Public in and for the County and State aforesaid, personally appeared Elizabeth Poile, Grantor, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in Nashville, Tennessee, this 20TH day of May, 2007.

Michel G. Kaplan

Notary Public

My Commission Expires: May 30, 2007



NOTARY PUBLIC
AT LARGE
Michel G. Kaplan
My Commission Expires
May 30, 2007
STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

This transfer is exempt from taxation pursuant to T.C.A. § 67-4-409, (a)(3)(A) – creation or dissolution of tenancy by entirety;

Traci Demus

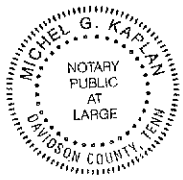
Affiant

Subscribed and sworn to before me this 21st day of May, 2007.

Michel G. Kaplan

Notary Public

My Commission Expires: May 30, 2007



NOTARY PUBLIC
AT LARGE
Michel G. Kaplan
My Commission Expires
May 30, 2007
STATE OF TENNESSEE

EXHBIT "A"

ADDENDUM TO CONTRACT
FOR SALE OF REAL ESTATE

THIS ADDENDUM shall amend the Contract for Sale of Real Estate dated March 12, 2006 entered into between BOB HALEY ("Seller") and DAVID POILE AND ELIZABETH POILE ("Buyers") (the "Contract") for sale and purchase of real property located at 3611 Trimble Road, Nashville, TN 37215 (the "Property"), and shall amend, supplement and control over any conflicting or inconsistent terms of the Contract. The terms and provisions of this Addendum are:

1. The Property will consist of .79 acres, which will be shown as a separate building lot on a plat to be approved by the Metropolitan Planning Commission, as shown on the survey of C. Michael Moran, Registered Land Surveyor, dated December 7, 2005.

2. A separate parcel consisting of .21 acres as shown on the above survey shall be retained by Seller and attached to Seller's lot adjoining such parcel, which is Lot No. 3 on the plan of Whitney Place of record in Book 9700, Page 661, Register's Office for Davidson County, Tennessee.

3. Buyers shall have a right of first refusal to purchase the .21 acre parcel prior to any sale by Seller of Lot 3, Whitney Place, for a period of ~~five (5)~~ seven (7) years from the date of closing of sale of the Property to Buyers under the Contract for a price of $10,000.00, subject to the following terms and conditions:

(a) The closing of sale of the .21 acre parcel under the right of first refusal will be conditional upon a further replatting of the Property to include the .21 acre parcel, to delete such .21 acre parcel from Lot 3, Whitney Place, with such replatting to be approved by the Metropolitan Planning Commission. Buyers will bear the costs and expense of such replatting.

(b) During the term of this right of first refusal, prior to any sale of Lot 3, Whitney Place by Seller, Seller shall give written notice of such proposed sale to Buyers. Buyers shall then have ten (10) days after such written notice within which to give written notice to Seller that Buyers wish to purchase such .21 acre parcel, to pay the $10,000.00 purchase price to Seller, and to initiate an application with the Metropolitan Planning Commission to remove such .21 acre tract from Lot 3, Whitney Place and to combine it with the Property. In the event such re-subdivision and combination with the Property is approved by the Metropolitan Planning Commission within ninety (90) days of such application, then the .21 acre tract shall be deeded to Buyers by Seller. In the event such application is not approved by the Metropolitan Planning Commission within such ninety (90) day period, then the $10,000.00 purchase price shall be repaid by Seller to Buyers, the .21 acre parcel shall not be conveyed and the right of first refusal shall be terminated.