RUSSELL JOHN McCANN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

MY COMMISSION EXPIRES: JULY 18, 2009

(Notary Stamp)

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $6,000,000.00

Affiant

Subscribed and sworn to before me, this 6 day of June, 2007.

Notary Public

Expiration of commission.

Davidson County DEEDWARR
Recvd: 06/08/07 12:22 4 pgs
Fees:23.00 Taxes:22200.00
20070608-0068901

THIS INSTRUMENT PREPARED BY
McCann & Hubbard
7105 Crossroads Blvd. Suite 105
Brentwood, TN 37027

SPECIAL WARRANTY DEED

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers:
MMR Crossing, LLC **c/o Nath Companies, Inc**	**New Owner**	**Map-Parcel: 163-0-363**
900 East American Blvd., Suite 300		
Bloomington, MN 55420		

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED,

Dr. Amit Arvind Choksi, Dr. Naveen Srinivas, Pradeep Agnihotri and Vishvinder K. Madan

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

MMR Crossing, LLC

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN **DAVIDSON** COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Map/Parcel 163-0-363
Land in Davidson County, Tennessee being Lot No. 4 on the Plan of Resubdivision of Lot 1 Section One The Crossings at Hickory Hollow, of record in Plat Book 7900, page 698, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description thereof.

Being the same property conveyed to AM&PS, LLC, by deed, from Crossings Hospitality, LLC, of record in Book 11629, page 186, Dated August 18, 1999, Register's Office for Davidson County, Tennessee. And being the same property conveyed to Dr. Amit Arvind Choksi, Dr. Naveen Srinivas, Pradeep Agnihotri and Vishvinder K. Madan, by Quitclaim Deed, from AM & PS, LLC, of record in Instrument No. 20070608006900, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. All taxes for the current year and subsequent years, not yet due and payable.
2. All matters shown on the Plan of record in Plat Book 7900, page 698 and Book 7900, page 39, Register's Office for DAVIDSON County, Tennessee.
3. Terms, provisions, covenants, conditions, restrictions, easement, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Book 9296, page 761, Book 9808, page 104, Book 5125, page 769, Book 5189, page 947, Book 5337, page 933, Book 5441, page 968, Book 5792, page 491, Book 5951, page 26, Book 6011, page 163, Book 6095, page 948 and Book 6321, page 311, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
4. Twenty-five (25) foot Overhead Power Line Easement of record in Book 6025, page 813, Register's Office for Davidson County, Tennessee.
5. Drainage Easement of record in Book 9777, page 677, Register's Office for Davidson County, Tennessee.
6. Subject to all matters shown on the ALTA/ACSM Land Title Survey dated March 22, 2007, updated drawing May 29, 2007, File No. 07021 by Volunteer Land Surveying Services. Phillip E. Holmes, Jr., RLS #1728

Property known as 201 Crossings Place, Antioch, TN, improved with a Hotel, licensed as Holiday Inn.

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto appertaining unto Grantee, its successors and assigns in fee simple forever.

Grantor covenants that Grantor is lawfully seized and possessed of said real estate, has full power and authority to sell and convey the same; that the title thereto is free, clear and unencumbered except as aforesaid; and Grantor will forever warrant and defend the same against the lawful claims of all persons whomsoever.

The words "Grantor" and "Grantee" shall include their respective successors and assigns where the context requires or permits. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this 6 day of June, 2007.

Pradeep Agnihotri 6/6/07

Vishvinder K. Madan 6/6/07

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public for the State and County the aforesaid, Pradeep Agnihotri with whom I am personally acquainted (or who proved to me his/her identity on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 6 day of June, 2007.

Notary Public

My Commission Expires:_____

RUSSELL JOHN McCANN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILLIAMSON

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public for the State and County the aforesaid, Vishvinder K. Madan with whom I am personally acquainted (or who proved to me his/her identity on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 6 day of June, 2007.

Notary Public

My Commission Expires:_____

RUSSELL JOHN McCANN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILLIAMSON

Dr. Amit Arvind Choksi

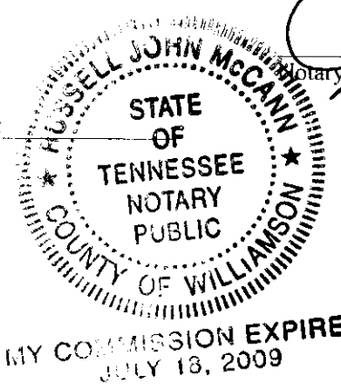
STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public for the State and County the aforesaid, Dr. Amit Arvind Choksi with whom I am personally acquainted (or who proved to me his/her identity on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 6 day of June, 2007.

Notary Public

My Commission Expires:



Dr. Naveen Srinivas

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public for the State and County the aforesaid, Dr. Naveen Srinivas with whom I am personally acquainted (or who proved to me his/her identity on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 6 day of June, 2007.

RUSSELL JOHN McCANN
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF WILLIAMSON

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES:
JULY 13, 2009

File #: **06940-JM**
RECORD & RETURN TO: