6CCb
318-B1K

Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
The Scarritt-Bennett Center 1008 19th Avenue South Nashville, TN 37212-2126	Same	104-04-0-095.01
This instrument prepared by: Boult, Cummings, Conners & Berry (EHB) 1600 Division Street, Suite 700, Nashville, Tennessee 37203		

WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, Women's Division of the General Board of Global Ministries of the United Methodist Church, a New York not-for-profit corporation ("Grantor"), has bargained and sold, and hereby transfers and conveys to The Scarritt-Bennett Center, a Tennessee not-for-profit public benefit corporation ("Grantee"), its successors, and assigns, certain land in Davidson County, Tennessee, being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to Grantee, its successors and assigns, forever.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real property taxes for the year 2007, which were exempt as of January 1, 2007, but are subject to assessment to a non-exempt taxpayer on the pro-rata basis for such year pursuant to the provisions of Tennessee Code Annotated Sections 67-5-201.

STATE OF TENNESSEE)
COUNTY OF _____DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $2,000,000.00.

Affiant

Subscribed and sworn to before me this 17th day of September, 2007.

Notary Public

My Commission Expires: 8/23/11

BARBARA KINNARD
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

1643109 v1
085601-001 09/13/07

Davidson County DEEDWARR
Recvd: 09/17/07 16:00 5 pgs
Fees:28.00 Taxes:7400.00

20070917-0111423

2. As part of the consideration for this conveyance and by acceptance of this deed, Grantee, on behalf of itself and all successor owners of the Property, agrees that the Property shall be held and conveyed subject to the terms, conditions, covenants, agreements, and provisions set forth on Exhibit B attached hereto and incorporated herein by reference, which shall be covenants running with the land binding upon all successor owners of the Property or any part thereof or interest therein.

Grantor covenants with Grantee that the Property is free from all encumbrances except as may be set forth herein.

Grantor further covenants to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons.

This is improved property known as 1016 18th Avenue South, Nashville, Davidson County, Tennessee.

Executed this 14 day of September, 2007.

WOMEN'S DIVISION OF THE GENERAL BOARD OF GLOBAL MINISTRIES OF THE UNITED METHODIST CHURCH

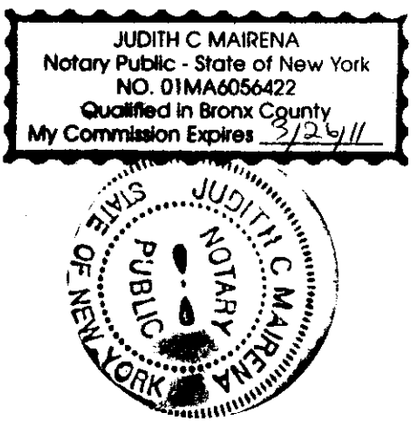
By: _____
Title: TREASURER

STATE OF New York)
COUNTY OF Bronx)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Andrea Natcher, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him/herself to be Treasurer of the Women's Division of the General Board of Global Ministries of the United Methodist Church, a New York not-for-profit corporation, the within named bargainor, and that he/she as such Treasurer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Treasurer.

Witness my hand and seal, at office in New York, New York, this the 14 day of September, 2007.

_____



Notary Public
My Commission Expires: 3/26/11

EXHIBIT "A"

Property Description

Land in Davidson County, Tennessee, being Lot Nos. 2, 3 and 4 on Plan of Criddle and Scruggs Subdivision of Lot No. 7 on the Plan of O.B. Hayes plan of large lots, called Rokeby of record in Book 57, page 62, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Women's Division of the General Board of Global Ministries of the United Methodist Church by deeds from General Council on Finance and Administration of the United Methodist Church, an Illinois not-for-profit corporation by deed of record in Book 7545, page 137 and from Scarritt Graduate School, a not-for-profit corporation by deed in Book 7545, page 147, said Register's Office.

EXHIBIT "B"

RIGHT OF REFUSAL

The Grantor retains continuing refusal rights as set out herein.

a. Right of Refusal: Transfers for Consideration. If the Grantee or its successors, receives a bona fide third party offer (the "Offer") to purchase all or any part of the Property on terms that are acceptable to the Grantee in the Grantee's sole discretion, within ten (10) business days after the Grantee's receipt of the Offer, the Grantee shall notify the Grantor in writing (the "Notice") by certified mail of the terms of the Offer. The Grantor shall have twenty (20) business days after receipt of the Notice within which to notify Grantee that Grantor elects to purchase the Property (or the portion thereof that is the subject of the Offer) on the terms of the Offer that are described in the Notice. If Grantor does not notify Grantee of Grantor's election to purchase the Property (or the portion thereof that is the subject of the Offer) within those twenty (20) days, Grantee may then sell the Property (or the portion thereof that is the subject of the Offer) on substantially the same terms stated in the Notice, free of any further right of refusal of the Grantor.

b. Right of Refusal: Transfers Without Consideration. If the Grantee, or its successors, decides to donate or otherwise transfer all or any part of the Property without consideration (the "Transfer"), within ten (10) business days after its decision, the Grantee shall notify the Grantor in writing (the "Notice") by certified mail of its decision. The Grantor shall have twenty (20) business days from its receipt of the Notice within which to inform the Grantee that the Grantor wishes to obtain an appraisal to determine the fair market value of the Property (or the portion thereof that is the subject of the Transfer), to determine whether the Grantor wishes to purchase the Property (or that portion thereof that is the subject of the Transfer) at that value. Such appraisal shall be made by a certified MAI appraiser who is mutually acceptable to the parties. If the parties cannot find such an appraiser, the parties shall appoint a mutually acceptable third party to select a certified MAI appraiser. The Grantor shall have twenty (20) business days from its receipt of the appraisal to inform the Grantee if it wishes to purchase the Property (or that portion thereof that is the subject of the Transfer) at the appraised value. If the Grantor informs the Grantee that Grantor does wish to purchase the Property (or that portion thereof that is the subject of the Transfer), the parties agree to proceed in good faith to closing as soon as reasonably practicable. If the Grantor does not notify Grantee of Grantor's election to purchase the Property (or the portion thereof that is the subject of the Transfer) within those twenty (20) days, Grantee may then transfer the Property (or the portion thereof that is the subject of the Transfer) on the terms stated in the Notice, free of any further right of refusal of the Grantor; provided, however, that if the Grantee makes a transfer for no consideration within five (5) years of the date of execution of this Warranty Deed, the transferee shall take title subject to the Grantor's right of refusal.