Davidson County DEEDWARR
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Fees:33.00 Taxes:16187.50
20080118-0005936

This instrument prepared by:
Mark E. Morrison
Grissim & Hodges
323 Union Street, Suite 400
Nashville, Tennessee 37201

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
Douglas R. Martin 709 Brentwood Oaks Drive Nashville, Tennessee 37211	SAME	Map: 161 Parcel: 134

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTRYWOOD INVESTMENT GROUP, LTD., a Tennessee partnership(the "Grantor") has bargained and sold, and by these presents do transfer and convey, as Tenants in Common, unto DOUGLAS R. MARTIN a Seventy-Three and Twenty-Four One Hundreths percent (73.24%) undivided right, title and interest, unto RICHARD LYERLY a Twenty percent (20%) undivided right, title and interest and unto AD-MAR PROPERTIES, LLC, a Georgia limited liability company, a Six and Seventy-Six One Hundreths percent (6.76%) undivided right, title and interest (the "Grantees"), their successors and assigns, in and to that certain land in Davidson County, State of Tennessee, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the Grantees, their successors and assigns, forever. And Grantors do covenant with the Grantees that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except for those exceptions included on Exhibit "B", attached hereto and incorporated herein by reference. And Grantors do further covenant and bind themselves, their heirs and representatives to warrant and forever defend the title to the said land to the Grantees, their successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantees (other than claims arising from the matters set forth on Exhibit "B") but not further or otherwise.

Whenever 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 hands this ___ day of January, 2008.

COUNTRYWOOD INVESTMENT GROUP, LTD., a Tennessee limited partnership

By: PYRAMID CAPITAL CORPORATION, General Partner

By: _____
ROBERT FALK

Title: Secretary

STATE OF FLORIDA

COUNTY OF Monroe

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Robert Falk, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Secretary of Pyramid Capital Corporation, a General Partner of Countrywood Investment Group, Ltd., a Tennessee limited partnership, the maker, and is authorized by maker to execute this instrument on behalf of maker.

Witness my hand this 14th day of January 2008.

Petrine M Winkle

NOTARY PUBLIC PETRINE M WINKLE

My Commission expires:_____

PETRINE M. WINKLE
MY COMMISSION # DD 456508
EXPIRES: August 1, 2009
Bonded Thru Notary Public Underwriters

STATE OF

COUNTY OF _____

The actual consideration for this transfer, or value of property (whichever is greater) is $4,375,000.00.

_____
Affiant

Subscribed and sworn before me this ____ day of January, 2008.

STATE OF TENNESSEE

COUNTY OF Davidson

The actual consideration for this transfer, or value of property (whichever is greater) is $4,375,000.00.

Affiant

Subscribed and sworn before me this 18th day of January, 2008.

ASHLEY S. RUDY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

NOTARY PUBLIC

My Commission Expires: 9/25/2010

EXHIBIT A
LEGAL DESCRIPTION

LAND in Davidson County, Tennessee, being Lot No. 56, on the Map showing McMurray Woods Addition, Section 2, of record in Plat Book 4660, page 43, in the Register's Office for said County, described as follows:

Beginning at a point in the easterly margin of Amalie Drive, said point being 1150.5 feet northerly from the right-of-way of the intersection of Old Hickory Boulevard and Amalie Drive; thence along the easterly margin of Amalie Drive North 11 deg. 44' East 142.82 feet to a point which is the beginning of a curve to the left having a raduis of 612.48 feet; thence continuing northwardly along said curve and along the easterly margin of Amalie Drive, 208.23 feet to a point; thence continuing with the easterly margin of Amalie Drive, North 7 deg. 45' West 64.70 feet to a point; thence continuing with the margin of proposed Amalie Drive, North 87 deg. 04' East 2.72 feet to a point; thence continuing with the easterly margin of proposed Amalie Drive, and along a curve to the right having a radius of 768.86 feet, a distance of 60.70 feet to a point; thence continuing with the easterly margin of proposed Amalie Drive, North 1 deg. 35' East 603.59 feet to a point; thence leaving said margin of said Drive, South 88 deg. 55' East 645.95 feet to a point; thence South 4 deg. 13' West 513.17 feet to a point; thence South 7 deg. 25' West 89.45 feet to a point; thence South 5 deg. 15' West 238.97 feet to a point; thence South 3 deg. 48' West 175.89 feet to a point; thence South 0 deg. 18' West 226.48 feet to a point; thence South 83 deg. 09' West 443.39 feet to a point; thence South 86 deg. 08' West 15.73 feet to a point; thence North 3 deg. 08' West 232.86 feet to a point; thence North 78 deg. 17' West 140.12 feet to the point of beginning.

BEING the same property conveyed to The Countrywood Investment Group, Ltd., a Tennessee limited partnership, by Deed of Record in Book 6530, page 105, Register's Office for Davidson County, Tennessee.

EXHIBIT B
TITLE EXCEPTIONS

1. Real estate taxes for the year 2008.Tax Parcel No. 161/134.

2. ALL matters shown on Plat recorded in Book 4660, page 43, Register's Office for Davidson County, Tennessee.

3. Agreement for Dedication of Easement for Access Road and Appurtenances granted to Metropolitan Government of Nashville and Davidson County, Tennessee, as set forth in instrument recorded in Book 5046, page 47, said Register's Office.

4. Terms and conditions of the Option and Site Lease Agreement by and between The Countrywood Investment Group, Ltd., a Tennessee limited partnership and Nashville Cellular Telephone Company, as of record in Book 7846, page 119, said Register's Office (the "Original Lease"). Said Original Lease was allegedly terminated and the parties entered into an unrecorded Lease Agreement dated December 17, 1991, as amended by Addendum dated December 21, 1998 (the "Lease").

5. Terms and conditions of the Option and Lease Agreement by and between The Countrywood Investment Group, Ltd., a Tennessee limited partnership and BellSouth Mobility, Inc., as of record in Book 8582, page 505, said Register's Office.

6. Terms and conditions of the Lease Agreement by and between Countrywood Apartments and Laundries, Inc., as of record in Book 9962, page 9, said Register's Office.

7. Terms and conditions of the Agreement Memorandum of PCS Site Agreement by and between The Countrywood Investment Group, Ltd., and Sprint Spectrum, L.P., a Delaware limited partnership, as of record in Book 11077, page 446, said Register's Office.

8. Memorandum of Ground Lease of record in Instrument No. 20071231-0148977 said Register's Office.