OWNER/RESPONSIBLE TAXPAYER:
Hickory Hollow II, L.P.
1600 Riverview Tower
900 South Gay Street
Knoxville, Tennessee 37902-1857
Map and Parcel No. 16300025100

THIS INSTRUMENT PREPARED BY:
Tennessee Valley Title Insurance Co.
800 South Gay Street
1500 First Tennessee Plaza
Knoxville, Tennessee 37929
(88856/jlm)

SPECIAL WARRANTY DEED

THIS INDENTURE made as of the 29th day of February, 2008, between **HICKORY HOLLOW TOWERS, LTD., a Tennessee limited partnership, (the "Partnership") and ARCHIE B. CRENSHAW, individually, ("Crenshaw")** First Parties, and **HICKORY HOLLOW II, L.P., a Tennessee limited partnership,** Second Party:

W I T N E S S E T H :

THAT SAID FIRST PARTIES, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, to them in hand paid by said Second Party, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and do 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;

THIS CONVEYANCE is made subject to any and all applicable restrictions, easements and building setback lines as are shown in the records of the Davidson County Register's Office, and matters which would be disclosed by a current accurate survey and inspection of the premises;

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

Hickory Hollow Towers, Ltd., a Tennessee limited partnership (the "Partnership") acquired the subject property by deed dated March 31, 1978, and filed of record in Book 5267, page 959, in the office of the Davidson County Register of Deeds. Archie B. Crenshaw ("Crenshaw") was a general partner and the sole limited partner of the partnership at that time. More than ten years ago, "Crenshaw" became the sole general partner and the sole limited partner of the "Partnership", at which time the "partnership" was effectively dissolved and ceased to exist as a legal entity separate and apart from "Crenshaw". In order to fully convey unto Second Party any interest he may have in the subject property either individually or doing business as the "Partnership," "Crenshaw" has signed this conveyance, in his individual capacity and doing business as the "Partnership."

Davidson County DEEDWARR
Recvd: 02/29/08 13:55 6 pgs
Fees:33.00 Taxes:34780.00
20080229-0020263

The First Parties covenant that they are, or that one of them is, lawfully seized in fee simple of the premises; that they have, or that one of them 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 2008 taxes, which will be prorated as of the date of closing between the parties and which Second Party assumes and agrees to pay; and any and all other matters herein recited to include the matters set forth in **Exhibit "B"** attached hereto and made a part hereof.

The First Parties further covenant that they will forever warrant and defend the title to said premises unto the Second Party, its successors, representatives and assigns, against the lawful claims of all parties claiming by, through, or under Hickory Hollow Towers, Ltd., a Tennessee limited partnership, and/or Archie B. Crenshaw, 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.

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

HICKORY HOLLOW TOWERS, LTD.,
a Tennessee limited partnership

BY: _____
ARCHIE B. CRENSHAW
Its General Partner

_____
ARCHIE B. CRENSHAW, individually

STATE OF Georgia)
) SS:
COUNTY OF Fulton)

BEFORE ME, the undersigned authority, a Notary Public in and for the aforesaid County and State, personally appeared **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 to be General Partner of **HICKORY HOLLOW TOWERS, LTD.**, the within named bargainor, a Tennessee limited partnership, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Partnership by himself as General Partner.

WITNESS my hand and seal at office, this 27th day of February, 2008.

My Commission Expires: 2-7-09

NOTARY PUBLIC

STACY LYNN MCELWEE (SEAL)
NOTARY PUBLIC
BARTOW CO., GEORGIA
MY COMMISSION EXPIRES
FEBRUARY 7 2009

STATE OF Georgia)
) SS:
COUNTY OF Fulton)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, **ARCHIE B. CRENSHAW**, the within named bargainor with whom I am personally acquainted, or proved to me 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 and official seal at office, this 27th day of February 2008.

My Commission Expires:
2-7-09

Notary Public

STACY LYNN MCELWEE (SEAL)
NOTARY PUBLIC
BARTOW CO., GEORGIA
MY COMMISSION EXPIRES
FEBRUARY 7 2009

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is **$9,400,000.00.**

AFFIANT

Subscribed and sworn to before me this 28th day of February, 2008.

My Commission Expires:
Sept. 11, 2010

Notary Public

(SEAL)

JESSICA WELCH
STATE OF TENNESSEE
NOTARY PUBLIC
KNOX COUNTY TN

EXHIBIT "A"

BEING a parcel of land in the Second (2nd) Civil District of Nashville, Davidson County, Tennessee, fronting on the north side of Mt. View Road and west of Bell Road, further being Tract J-2 on the plan of Hickory Hollow Mall, Section Three, a plat of which is of record in Book 5190, page 92, as amended by an instrument of record in Book 5266, page 596, both in the Davidson County Register's Office, and being more particularly described according to a survey of Barge, Waggoner, Sumner & Cannon, dated June 23, 1977, as revised on February 20, 1978 (File No. 4420-15) as follows:

BEGINNING at a point on the north right of way of Mt. View Road and 574.97 feet from the west right of way intersection of Bell Road; thence North 52 deg. 59 min. 36 sec. West, 167.00 feet to a point; thence North 37 deg. 00 min. 24 sec. East, 575.00 feet to a point; thence South 78 deg. 00 min. East, 380.00 feet to a point; thence South 12 deg. 00 min. West, 330.00 feet to a point; thence North 78 deg. 00 min. West, 349.65 feet to a point; thence South 37 deg. 00 min. 24 sec. West, 288.77 feet to the point of BEGINNING, and containing 4.42 acres, more or less, according to said survey.

BEING the same property conveyed to Hickory Hollow Towers, Ltd., a Tennessee limited partnership, by Special Warranty Deed dated March 31, 1978, from Hickory Hollow Mall, Inc., a Georgia corporation, and Intereal Company, a Tennessee corporation, together doing business as Hickory Hollow Associates, a joint venture, of record in Book 5267, page 959, in the Davidson County Register's Office. See also Articles of Limited Partnership of Hickory Hollow Towers, Ltd of record in Book 5267, page 948, and Amendment to the Articles of Limited Partnership of Hickory Hollow Towers, Ltd. filed of record in Book 6016, page 865, both in the office of the Davidson County Register of Deeds.

MAP AND PARCEL NO: 16300025100

The foregoing description is as shown on Plat of survey prepared by Bock & Clark, Christopher S. Denham, Surveyor, TRLS No. 2000, dated October 31, 2007, last revised January 16, 2008, and bearing Bock & Clark NSN Project No. 20071782-1, and Denham Project No. 07096.

EXHIBIT "B"

1. Lease Agreement by and between Hickory Hollow Towers and Laundries, Inc., dated January 1, 1997, of record in Book 10454, page 551, in the office of the Davidson County Register of Deeds.

2. Rights of tenants in possession under unrecorded tenant leases.