THIS INSTRUMENT PREPARED BY/
AFTER RECORDING RETURN TO:
Christina G. Myer, Esq.
Horne Properties, Inc.
412 N. Cedar Bluff Road
Suite 205
Knoxville, Tennessee 37923

Davidson County DEEDWARR
Recvd: 07/08/08 13:54 4 pgs
Fees:23.00 Taxes:5920.00
20080708-0070220

OWNER/RESPONSIBLE TAXPAYER:

INI Holdings, LLC
c/o Martin Lombardini
319 West 8th Street
Columbia, TN 38401

This is improved property.
Map/Parcel# 09302000600
Property Address: 306 Gay St.
Nashville, TN 37201

Source of Grantor's Title:
Deed recorded as Instrument
No. 20000302002761 in the
Register's Office of Davidson
County, Tennessee

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SPECIAL WARRANTY DEED

THIS INDENTURE, made this 2 day of July, 2008, between HORNE DEVELOPMENT, L.P., a Tennessee limited partnership, hereinafter referred to as "Grantor", and INI HOLDINGS, LLC, a Tennessee limited liability company, hereinafter referred to as "Grantee."

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and for good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto Grantee the following described premises, with the hereditaments and appurtenances thereto appertaining, to-wit: all that real property described on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said premises to the said Grantee and its successors and assigns forever.

And Grantor, for itself and its representatives, successors, and assigns, does hereby covenant with Grantee and its representatives, successors, and assigns, that Grantor is lawfully seized in fee simple of the premises herein conveyed; that Grantor has full power, authority, and right to convey the same; that Grantor will forever warrant the title thereto against all persons claiming by, through, or under Grantor; and that such premises are free from all encumbrances except for the lien of current ad valorem real property taxes (for which Grantee hereby assumes the obligation to pay as the same become due and payable), and those encumbrances and restrictions set forth on Exhibit "B" attached hereto.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED ON EXHIBIT "A" HERETO. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER, WHO MAKES NO REPRESENTATION WHATSOEVER.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this the date first above written.

SELLER:

HORNE DEVELOPMENT, L.P., a Tennessee limited partnership

By: Horne Properties, Inc., its general partner, a Tennessee corporation

By: _____
Christina G. Myer
Senior Vice President

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, Tina M. Boring, of the state and county aforesaid, personally appeared Christina G. Myer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged herself to be the Senior Vice President of Horne Properties, Inc., a Tennessee corporation, general partner of Horne Development, L.P., a Tennessee limited partnership, the within-named bargainor, and that she, as such Senior Vice President of the general partner, executed the foregoing instrument for the purpose therein contained for the partnership by signing the name of the general partner by herself as Senior Vice President.

WITNESS my hand and seal this 1ST day of July, 2008.

_____
Notary Public

My commission expires: 12-03-08

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I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $1,609,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant

Subscribed and sworn to before me this 1ST day of July, 2008.

_____
Notary Public

My Commission Expires: 12-03-08

Exhibit "A"

Legal Description

A certain tract or parcel of land located in Davidson County, Tennessee described as follows:

Being Parcel Dc on the map showing the resubdivision of Parcel Db of the Capitol Hill Redevelopment Project of Record in Plat Book 3106, Page 46, in the Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Grantor by Deed of record in Instrument No. 20000302002761 in the Register's Office of Davidson County,Tennessee

EXHIBIT B

1. Taxes and assessments for the year 2008 and subsequent years, not yet due or payable

2. All matters as shown on the Plan of Resubdivision of Parcel "Db" of the Capitol Hill Redevelopment Project of record in Plat Book 3106, page 46, in the Register's Office for Davidson County, Tennessee

3. Terms and conditions of the Restrictive Covenants for the Capitol Hill Redevelopment Project of record in Book 2735, Page 473; as modified by Amendment to the Restrictive Covenants Running with a Parcel of Land in the Capitol Hill Redevelopment Project Area of record in Book 4056, Page 887; as amended by First Amendment to Restrictive Covenants Running with the Land of the Nashville Housing Authority in the Capitol Hill Development Project of record in Instrument # 20070122-0008939, all in the Register's Office for Davidson County, Tennessee.

4. Terms and conditions of the Assignment of Lessor's Interest in Leases by and between Greater Nashville Association of Realtors, Inc., fka The Nashville Board of Realtors, as Assignor, and Horne Development, L.P., as Assignee of record in Instrument # 20003020020763.

5. Rights of tenants under unrecorded leases.