Maximum principal indebtedness for Tennessee recording tax purposes is $270,000.00

THIS INSTRUMENT PREPARED BY:
John L. Van Cleave, Esq.
Watkins & McNeilly, PLLC
214 Second Avenue, North
Nashville, Tennessee 37201

INSTALLMENT DEED WITH SPECIAL WARRANTY OF TITLE
AND
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
1104 Properties, LLC 7104 Crossroads Blvd., Suite 103 Brentwood, TN 37027	Same	Map & Parcel: 07506015880

Davidson County DEEDINST
Recvd: 12/12/08 08:50 26 pg
Fees:133.00 Taxes:1307.20
20081212-0119563

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $270,000.00.

Affiant

SUBSCRIBED AND SWORN to before me this 10 day of Dec, 2008.

Notary Public

My Commission Expires: My Commission Expires July 25, 2009

KAY B. HOUSCH NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

FOR AND IN CONSIDERATION of the sum of Two Hundred Seventy Thousand and No/100 Dollars ($270,000.00) for which 1104 PROPERTIES, LLC, a Tennessee limited liability company, ("Grantee") has executed an Installment Deed Note of even date herewith payable to the order of FFH PROPERTIES, a Tennessee general partnership, (the "Grantor") in the principal sum of Two Hundred Seventy Thousand and No/100 Dollars ($270,000.00) payable in fifty nine (59) equal monthly installments of principal and interest each in the amount of Three Thousand Eight Hundred Sixty Four and 64/100s Dollars ($3,864.64), which payments include interest at the rate of seven percent (7.0%) per annum, with a

THIS INSTRUMENT IS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT WHICH IS BEING FILED AS A FIXTURE FILING IN ACCORDANCE WITH T.C.A. SECTION 47-9-402(6). THE GRANTEE IS THE RECORD OWNER OF THE REAL ESTATE. THE COLLATERAL IS DESCRIBED IN THIS INSTRUMENT AND CERTAIN OF THE COLLATERAL DESCRIBED HEREIN IS OR IS TO BECOME FIXTURES ON THE REAL ESTATE DESCRIBED HEREIN.

final payment of principal and accrued interest, together with any and all other accrued but unpaid interest, expenses and costs advanced hereunder, being due and payable five (5) years from the date hereof (the "Maturity Date). Reference to the Installment Deed Note is hereby made for its complete terms and conditions.

Grantor has this day bargained and sold, and does hereby transfer and convey unto Grantee, its successors and assigns, that certain tract or parcel of real property located in Davidson County, Tennessee, together with any and all improvements located thereon, all fixtures owned by Grantor attached to or located on the real property and all rights, privileges, licenses and easements appurtenant thereto (collectively the Premises"), said real property being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said Premises, with the appurtenances, estate, title and interest thereto belonging to said Grantee, its successors and assigns, forever. Grantor covenants that except as may be set forth on Exhibit "A" hereto the Premises are free from all encumbrances made or suffered by Grantor and Grantor has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said Premises, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons, claiming by, through or under Grantor.

AND NOW, for the purpose of better and more effectively securing the payment of (a) the indebtedness evidenced by the Installment Deed Note, including any extensions, renewals or modifications thereof (the "Note"), (b) all sums advanced by Grantor to Grantee or expended by Grantor in order to preserve, protect or enhance the value of the Premises pursuant to the terms of this Installment Deed, or otherwise, with interest thereon at the rate of interest as is provided by the Note, and the faithful performance of all terms and conditions contained herein, all of which Grantee agrees to pay to Grantor ON DEMAND, (c) the prompt payment of all court costs, expenses, interest at the highest lawful rate permitted under the laws of the State of Tennessee (the "Default Rate") and costs of whatever kind incident to the collection of any indebtedness secured hereby and the enforcement or protection of the lien created by this conveyance or any other collateral securing the Note (including without limitation reasonable attorney's fees), all of which Grantee agrees to pay to Grantor ON DEMAND, and (d) the prompt payment when due of any and all other indebtedness of Grantee, or any endorser, guarantor or accommodation party under the

Note, to Grantor, direct or contingent, however evidenced or denominated, and however or whenever incurred (collectively the "Secured Indebtedness") and rendering unnecessary Court proceedings for the enforcement of the Secured Indebtedness and the lien which secures it in the event of any default in the terms and conditions of the Note, the Secured Indebtedness or this Installment Deed, as hereinafter provided, and for and in consideration of One Dollar ($1.00) to it in hand paid, Grantee hereby covenants, agrees, represents and warrants as follows:

1. Grant of Lien. Grantee does hereby transfer and convey unto JOHN L. VAN CLEAVE, Trustee, a resident of Williamson County, Tennessee, and his successors in trust, the Premises with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. TO HAVE AND TO HOLD said real estate to the Trustee, and his successor in trust, forever. Grantee covenants that it is lawfully seized and possessed of said real estate, has a good right to convey it, and that the same is unencumbered except as may be set forth on Exhibit "A" hereto.

Grantee further covenants and binds itself, its successors and assigns, to warrant and defend the title to the Premises to the Trustee, and his successors in trust, and his assigns, forever, against the lawful claims of all persons. However, this conveyance to the Trustee is made IN TRUST to secure the payment of said Secured Indebtedness and for the uses and trusts herein set forth, and for no other purpose.

If Grantee (a) shall pay the Secured Indebtedness when due, according to its terms, (b) shall pay promptly all taxes, assessments, ground rents, and other charges against the Premises when due, (c) shall keep up repairs, (d) shall keep the Premises insured as provided herein, (e) shall pay any and all other sums when due, as herein provided, and (f) shall otherwise perform all of the covenants and conditions contained herein, then this trust conveyance shall be no further force or effect. In such case, Grantor shall deliver to Grantee release of the lien of this Installment Deed.

2. Assignment of Leasehold Estates Affecting Premises.

(a) As additional security hereunder, Grantee hereby assigns to Grantor any and all rents due Grantee from any existing lease or sublease and any future lease or sublease of the Premises or any portion thereof, including without limitation the leases described in Exhibit B attached hereto and incorporated herein by reference, which leases Grantee represents and warrants are the only leases or subleases presently in force affecting the Premises. The proceeds of this assignment shall be treated as cash collateral; provided, that prior to the occurrence of an Event of Default hereunder (as hereinafter defined), Grantor agrees to permit Grantee to collect and retain such rents as they become due and payable.

Grantee shall notify in writing any and all lessees of any existing or future lease or sublease of the Premises of the existence of this assignment. Nothing in this section shall waive Grantor's right to grant or withhold consent as to any lease or sublease affecting the Premises.

(b) Grantee shall faithfully perform the covenants of Grantee as lessor (or, as lessee, as the case may be) under any other present and future leases affecting all or any portion of the Premises, and shall neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of Grantee, Grantor or the Trustee therein or thereunder.

(c) Grantee, without first obtaining the written consent of Grantor, shall not (i) consent to the cancellation or surrender of any lease of all or any part of the Premises, now or hereafter existing, (ii) modify any such lease to shorten the unexpired term thereof, or to decrease the amount of the rent payable thereunder, or (iii) collect rents from the Premises for more than one month in advance.

(d) Each lease pertaining to the Premises, or any part thereof, shall expressly provide, or shall be deemed to provide, that in the event of the enforcement by Grantor of the remedies provided for by law or by this Installment Deed, the lessee or tenant thereunder will, at the option and request of Grantor (or any other person or entity succeeding to the interest of Grantor) as a result of such enforcement, automatically become the lessee or tenant of Grantor (or said successor in interest), without change in the terms or other provisions of said lease; provided, however, that Grantor (and said successor in interest) shall not be bound by (i) any payment of rental or additional rental for more than one (1) month in advance, except prepayments in the nature of security for the performance by said lessee or tenant of its obligations under said lease (but only to the extent such prepayments have actually been deposited with Grantor or its successor in interest); or, (ii) any amendment or modification of said lease made without the express written consent of Grantor or said successor in interest. Each lease pertaining to the Premises shall also provide that, upon request by said successor in interest, the lessee or tenant thereunder shall deliver an instrument or instruments confirming such attornment.

(e) Notwithstanding any other provisions of this Installment Deed, Grantee shall not enter into any lease affecting the Premises, or any part thereof, which lease or the general form of which has not been approved by Grantor.

(f) Upon the occurrence of an Event of Default hereunder, Grantor may, at its option, with or without notice or demand of any kind,

exercise any or all of the following remedies in addition to the other remedies provided herein:

(i) Perform any and all obligations of Grantee under any or all of the leases affecting the Premises and exercise any and all rights of Grantee thereunder as fully as Grantee itself could, including, without limiting the generality of the foregoing: enforcing, modifying, extending or terminating any or all of the leases; collecting, modifying, compromising, waiving or increasing any or all of the rents payable thereunder; and obtaining new tenants and entering into new leases with respect to the Premises on any terms and conditions deemed desirable by Grantor, and, to the extent Grantor shall incur any costs or expend any monies in connection with the performance of any obligations of Grantee, including costs of litigation and reasonable attorney's fees, then all such costs shall become a part of the Secured Indebtedness, shall bear interest from the date incurred at the Default Rate and thereafter in effect, and shall be due and payable on demand;

(ii) In Grantee's or Grantor's name, institute any legal or equitable action which Grantor in its sole discretion deems desirable to collect and receive any or all of the rents, issues and profits assigned herein;

(iii) Collect the rents, issues and profits and any other sums due under the leases and/or with respect to the Premises and apply the same, as follows:

(A) First, against all costs and expenses, including reasonable attorney's fees, incurred in connection with the operation of the Premises, the performance of Grantee's obligations under the leases and collection of the rents thereunder;

(B) Second, to the costs and expenses, including reasonable attorney's fees, incurred in the collection of any or all of the Secured Indebtedness;

(C) Third, to any or all unpaid principal of and interest on the Secured Indebtedness, in such order of priority as Grantor shall determine, in its sole discretion; and

(D) Fourth, to Grantee, or to the person or entity lawfully entitled thereto;

(iv) Grantor shall have full right to exercise any or all of the foregoing remedies without regard to the adequacy of the security for all of

the Secured Indebtedness, and with or without the commencement of any legal or equitable action or the appointment of any receiver or trustee.

3. Security Agreement. This document is intended, among other things, to be a security agreement pursuant to the Uniform Commercial Code as presently in effect in the State of Tennessee. Accordingly, Grantee hereby grants to Grantor a security interest in all fixtures presently existing and hereafter acquired in which Grantee has an interest, which are located on, used in connection with, or relate to the Premises, all of which are hereby agreed to be a part of and affixed to the land and improvements at the Premises and hereby declared and shall be deemed to be a portion of the security for the Secured Indebtedness; and, all proceeds (including insurance proceeds), thereof (all of the foregoing property hereinafter collectively referred to as the "Collateral"). Grantee hereby agrees to execute and deliver to Grantor, and authorizes Grantor to file, with or without Grantee's signature, one or more financing statements, continuation statements and any other statements or instruments reasonably deemed necessary by Grantor to protect or perfect Grantor's interest in the Collateral. Grantee irrevocably appoints Grantor as Grantee's attorney-in-fact for the execution and filing of such statements, it being the express understanding of the parties that Grantor may sign on Grantee's behalf and file such financing statements, continuation statements, and other statements deemed necessary by Grantor. Grantee shall pay for all filing costs, taxes and other reasonable expenses of filing such statements.

Without the prior written consent of Grantor, Grantee shall not create or suffer to be created any other security interest, lien or encumbrance in or against the Collateral. Upon the occurrence of any Event of Default as defined herein, Grantor shall have the remedies of a secured party under the Uniform Commercial Code then in effect in the State of Tennessee and, at Grantor's option, may also invoke any remedies provided for in this Installment Deed. In the event Grantee has executed or hereafter executes a separate security agreement with respect to the Collateral granting Grantor a security interest therein, the terms of this document shall be read to complement rather than contradict such other security agreement. Grantee agrees that the sale of any property described herein pursuant to the Uniform Commercial Code may be performed at public or private sale, that Grantor may be a purchaser at such sale, that notice of such a sale shall be deemed reasonable if given ten (10) days prior to such sale, and that a foreclosure sale conducted in compliance with the requirements imposed by this Installment Deed shall be conclusively presumed to be a commercially reasonable sale of any items of the Collateral that may be sold at such sale. This Installment Deed shall serve as a financing statement with respect to the Collateral.

4. Additional Representations, Covenants and Warranties of Grantee. Grantee further represents to Grantor and covenants and agrees with Grantor as follows:

(a) Title. Grantee warrants that Grantee has a good and marketable title to the Premises and the Collateral, and is lawfully seized and possessed of the Premises and the Collateral and every part thereof, and has the right to convey same; that Grantee will forever warrant and defend the title to the Premises and Collateral unto Trustee against the claims of all persons whomsoever; and that the Premises are unencumbered except as set forth on Exhibit "A" hereto.

(b) No Liens of Assessments. Grantee will not suffer or permit any lien (other than the lien of this Installment Deed), lis pendens, attachment, cloud on title or assessment (other than current taxes not delinquent) to encumber the Premises. Grantor has not consented and will not consent to the performance of any work or the furnishing of any materials which might be deemed to create a lien or liens superior to the lien hereof.

(c) Insurance. Grantee shall keep the Premises and Collateral insured for the benefit of Grantor against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke and other such hazards, in an amount equal to one hundred percent (100%) of full insurable value of the Premises and Collateral.

All insurance shall be in form and substance satisfactory to and issued by insurance companies reasonably acceptable to Grantor. Grantee hereby assigns and shall deliver to Grantor, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Grantor, without contribution by Grantor, pursuant to the New York Standard or other mortgagee clause satisfactory to Grantor.

In the event of a foreclosure of this Installment Deed, the purchaser of the Premises shall succeed to all rights of Grantee, and to all policies of insurance hereby assigned to Grantor.

Should any loss occur to the insured Premises, Grantor is hereby appointed attorney-in-fact for Grantee to make proof of loss if Grantee fails to do so promptly, and to receipt for any sums collected under said policies, which sums, or any part thereof, at the option of Grantor, may be applied either as payment on the Secured Indebtedness or to the restoration or repair of the Premises so damaged or destroyed. Grantee promptly will give written notice to Grantor of any loss or damage to the

Premises and will not adjust or settle such loss without the written consent of Grantor. In the event of any default under this Installment Deed or the Secured Indebtedness, all right, title and interest of Grantee in and to any insurance policies then in force, and particularly to the unearned premiums therein and existing claims thereunder, shall pass to Grantor, which, at its option and as attorney-in-fact for Grantee, may make, settle and give binding acquittances for claims under said policies and may assign and transfer said policies or cancel and surrender the same applying any unearned premiums in such manner as it may elect. In case of Grantee's failure to keep the Premises so insured, Grantor or its assigns, may, at its option (but shall not be required to) effect such insurance at Grantee's expense.

(d) Preservation and Maintenance of the Premises. Grantee shall maintain the Premises and Collateral in good condition and repair, shall not commit or suffer any waste, impairment or deterioration of the Premises or Collateral, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or Collateral or any part thereof. Subject to the provisions of subparagraph 4(f), Grantee shall promptly repair, restore, replace or rebuild any part of the Premises or Collateral, now or hereafter encumbered by this Installment Deed, which may be affected by any eminent domain or condemnation proceeding. No part of the Premises or Collateral, including but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter conveyed as security pursuant to this Installment Deed, shall be removed, demolished or materially altered without the prior written consent of Grantor. Grantee shall complete within a reasonable time and pay for any building, structure or other improvement at any time in the process of construction on the Premises herein conveyed. Grantee shall not initiate, join in, or consent to any change in any private restrictive covenant, zoning, ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof, without the prior written approval of Grantor. Trustee and/or Grantor and any persons authorized by Trustee and/or Grantor shall have the right (at reasonable times and without materially interfering with the rights of tenants) to enter and inspect the Premises and access thereto shall be permitted for that purpose.

(e) Protection of Grantor's Security. If Grantee (or any other person that may be entitled to the Premises) fails to perform the covenants and agreements contained in this Installment Deed, or if any action or proceeding is commenced which materially adversely affects Grantor's interest in the Premises or Collateral, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings

involving a debtor under applicable bankruptcy laws, then Grantor, at Grantor's option, without notice to Grantee, may make such appearances, disburse such sums and take such action as is necessary to protect Grantor's interest. Any amounts disbursed by Grantor pursuant to this Installment Deed; with interest thereon shall become additional Secured Indebtedness of Grantee secured by this Installment Deed. Unless Grantee and Grantor agree to other terms of payment, such amounts shall be payable upon notice from Grantor to Grantee requesting payment thereof, and shall bear interest from the date of disbursement at the Default Rate. Nothing contained in this paragraph 4 or otherwise contained in this Installment Deed shall require Grantor to insure the Premises or Collateral, maintain or renew policies of insurance, pay taxes, discharge liens, pay any expense or do any act whatsoever to protect or preserve the Premises or Collateral.

(f) Eminent Domain or Condemnation. Notwithstanding any taking of any part of the Premises by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises, by any public or quasi-public authority or corporation, Grantee shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Grantor of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Grantor, be retained and applied by Grantor toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantee for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Grantor, but Grantor shall not be obligated to assume the proper application of any amount paid over to Grantee. If, prior to the receipt by Grantor of such award or payment, the Premises shall have been sold on foreclosure of this Installment Deed, Grantor shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such Sale, with interest thereon at the Default Rate, whether or not a deficiency judgment on this Installment Deed shall have been sought or recovered or denied, and to the extent of the reasonable counsel fees, costs and disbursements incurred by Grantor in connection with the collection of such award or payment.

(g) Inspection. Grantor may make or cause to be made reasonable entries upon and inspections of the Premises, provided that such inspections do not materially interfere with the rights of tenants.

(h) Transfer of the Premises. In the absence of Grantor's prior written consent, if all or any part of the Premises or the Collateral or

any interest therein is directly or indirectly, voluntarily or involuntarily, sold, transferred, encumbered or restricted (but excluding a transfer by will or intestate succession), including, without limitation (a) the creation of a lien (and not discharged or bonded as provided herein), charge, restriction or encumbrance against the Premises or Collateral whether or not subordinate to this Installment Deed; (b) the leasing of substantially all of the property coupled with an option to purchase; (c) any arrangement (other than an unconsummated contract to sell the Premises or Collateral or any material part thereof) which would result in a transfer or otherwise in a disposition of all, part of, or any interest in the beneficial or equitable title to the Premises or Collateral; or (d) the filing of any tax lien, judgment lien or any other type of lien against the Premises or Collateral (and not discharged or bonded as provided herein), Grantor may, at its option, at any time after Grantor acquires actual knowledge of the actual or attempted sale, transfer, disposition, encumbrance or restriction, declare all Secured Indebtedness to be immediately due and payable.

(i) Discharge Liens. Grantee will promptly pay and settle or fully bond or cause to be removed all claims or lien against all or any part of the Premises or Collateral which affect the rights of Grantor hereunder or, at Grantor's option, will provide Grantor with acceptable security for the satisfaction thereof, and Grantee will appear in and defend any action or proceedings purporting to affect the Premises or Collateral or the lien of this Installment Deed or the rights or powers of Grantor hereunder, and Grantee will pay all expenses incidental thereto; and if it shall become necessary for Grantor to bring or defend any action to protect or establish any of its rights hereunder, Grantee will pay (in addition to costs and expenses allowed by law), the reasonable costs of bringing of defending such action, including reasonable attorney's fees. In the event acceleration of payment of the unpaid portion of the Secured Indebtedness is declared, but no sale is made, or if Grantor elects not to pursue its other remedies at law or in equity, such acceleration shall be deemed to mature as originally provided in the instruments evidencing the Secured Indebtedness, but without waiving the right of Grantor again to declare a default for a subsequent default for the same or a different Event of Default.

(j) Rents During Insolvency Proceeding. Should the Premises or Collateral be involved in any insolvency, receivership, bankruptcy, or other proceedings affecting the possession of said Premises or Collateral, it is further covenanted and agreed that Trustee or Grantor shall be entitled to all of the rents, issues and profits realized from or during any such proceedings, whether or not there shall exist a default under this Installment Deed. Such rents shall be treated as cash collateral.

(k) Payment of Secured Indebtedness. Grantee shall pay to Grantor, when due, the interest, principal and other sums constituting the Secured Indebtedness.

5. Hazardous Materials. For purposes of this Installment Deed, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any "Superfund" or "Superlien" law, including without limitation the Tennessee Hazardous Waste Management Acts of 1977 and of 1983, as amended, T.C.A. §68-46-101 *et seq.* and §68-46-291 *et seq.*, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively "Hazardous Waste Laws"). With respect to Hazardous Material, Grantee represents and warrants as follows:

(a) Neither Grantee nor, to the best knowledge of Grantee, any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Premises or any part thereof and no part of the Premises has ever been used (whether by Grantee or, to the best knowledge of Grantee, by any other person) as a dump site or storage site (whether permanent or temporary) for any Hazardous Material and there are no underground storage tanks located on the Premises;

(b) Grantee's use of the Premises is and has been at all times in compliance with all Hazardous Waste Laws;

(c) Grantee hereby agrees to indemnify Grantor and Trustee and hold Grantor and Trustee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Grantor or Trustee for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Hazardous Waste Laws) arising or occurring on or after the date hereof, regardless of whether or not caused by, or within the control of, Grantee;

(d) If Grantee receives any notice of (i) the happening of any event involving the use, spill, discharge or cleanup of any Hazardous Material (a "Hazardous Discharge") affecting Grantee or the Premises; or (ii) any complaint, order, citation or notice with regard to air emissions, water

discharges, noise emissions or any other environmental, health or safety matter affecting Grantee or the Premises (an "Environmental Complaint") from any person or entity, including, without limitation, the United States Environmental Protection Agency ("EPA") or any state administrative agency, then Grantee will give, within seven (7) business days, oral and written notice of same to Grantor.

(e) Without limitation of Grantor's rights under this Installment Deed, Grantor shall have the right, but not the obligation, to enter onto the Premises or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Discharge or Environmental Complaint upon its receipt of any notice from any person or entity, including, without limitation, the EPA, asserting the existence of any Hazardous Discharge or Environmental Complaint on or pertaining to the Premises which, if true, could result in an order, suit or other action against Grantee affecting any part of the Premises by any governmental agency or otherwise which, in the sole opinion of Grantor could jeopardize Grantor's security under this Installment Deed. All reasonable costs and expenses incurred by Grantor in the exercise of any such rights shall be secured by this Installment Deed and shall be payable by Grantee upon Demand, together with interest thereon at the Default Rate.

(f) The provisions of this Section 5 are in addition to, not in replacement of, the representations, warranties and covenants contained in the certain Purchase and Sale Agreement between Grantee and Grantor pursuant to which Grantor acquired the Premises.

(g) The covenants and undertakings of Grantee contained in this Section 5 shall survive the satisfaction of the Secured Indebtedness, the release of this Installment Deed, the foreclosure of this Installment Deed or any deed-in-lieu of foreclosure, it being understood and agreed that the indemnity provisions hereof are independent of the Secured Indebtedness and the instruments securing repayment thereof.

6. Events of Default and Acceleration. The following events shall constitute an Event of Default hereunder:

(a) Grantee's failure to make payment of the principal of and/or interest on the Secured Indebtedness or any portion thereof when and as the same shall become due and payable, which failure is not cured within ten (10) days following written notice from Grantor to Grantee;

(b) Grantee shall default in the payment and/or performance of its obligations (other than the payment of principal and interest on the Secured Indebtedness) under, or a default or event of default shall occur under, the

Note, this Installment Deed, or any other instrument or document now or hereafter further evidencing, securing or otherwise related to the Secured Indebtedness or any portion thereof, which default is not cured within thirty (30) days following written notice from Grantor to Grantee;

(c) Grantee shall abandon the Premises;

(d) Grantee shall cease to have legal existence or be liquidated, dissolved, partitioned or terminated, or there shall occur any change in the beneficial ownership of Grantee or any of its principals without the prior written consent of Grantor;

(e) Grantee, or any other person or entity now or hereafter liable to pay all or any portion of the Secured Indebtedness (sometimes hereinafter referred to as an "Obligor"), shall fail to pay or admit in writing that it is generally not paying its debts as they become due, or shall make a general assignment for the benefit or creditors or shall commit any act of bankruptcy, or a receiver, trustee or other custodian shall be appointed for Grantee, any Obligor or any of the property thereof (including without limitation the Premises); or any proceedings under bankruptcy laws or other laws of general application to creditors shall be brought by Grantee or any Obligor; or any proceedings under bankruptcy laws or other laws of general application to creditors shall be brought against Grantee and any Obligor that is not dismissed within sixty (60) days of filing; or Grantee or any Obligor shall file for any form of reorganization or arrangement under any bankruptcy law;

(f) Should any representation or warranty of Grantee herein contained, or contained in any instrument, transfer, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, be untrue, incomplete or misleading in any material aspect;

(g) Should any federal tax lien or claim or lien for labor or material be filed of record against Grantee or the Premises or the Collateral and not be removed by payment or bond within thirty (30) days from date of recording;

(h) Subject to any applicable grace period, Grantee fails to make any payment due on any indebtedness or security or any event shall occur or any condition shall exist in respect of any indebtedness or security of Grantee, or under any agreement securing or relating to such indebtedness or security, the effect of which is to cause or to permit any holder of such indebtedness or other security or a trustee to cause (whether or not such holder or trustee elects to cause) such indebtedness or security or a portion thereof, to become due prior to its stated maturity or prior to its regularly scheduled dates of payment. Notwithstanding

anything to the contrary contained in the preceding sentence, an event or condition which would result in a default under the preceding sentence shall not constitute an Event of Default hereunder if waived or permitted to be cured by the holder of such other indebtedness (not the Secured Indebtedness hereunder) related thereto as evidenced by written instrument executed by such holder of the indebtedness. Nothing contained in this subparagraph shall be deemed to be approval of secondary financing without the prior consent of Grantor;

(i) Grantee shall become in default under any lease affecting the Premises, which default is not cured within thirty (30) days following such default;

(j) Should Grantee fail to observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this Installment Deed or in any other instrument given with respect to the Secured Indebtedness, which failure is not cured within thirty (30) days following written notice from Grantor to Grantee;

(k) Should any claim of priority to any security provided for herein be asserted by recording or in any legal or equitable proceeding, which claim is not removed within thirty (30) days following the assertion of same;

(l) Should Grantee fail to comply promptly with any requirements of any governmental authority effecting the Premises; such requirements including, but not limited to, all ordinances, orders, rules or regulations promulgated by any federal, state, or local government or government agency, which failure is not cured within thirty (30) days following the occurrence thereof;

(m) Should the Premises be subject to actual or threatened waste, or any part thereof be removed, damaged, abandoned, or materially altered so that the value of the Premises be diminished, irrespective of the resulting value of the Premises;

Upon the occurrence of any Event of Default described in subparagraph (e) hereof, the Secured Indebtedness shall be immediately due and payable in full. Upon the occurrence of any Event of Default described in any other subparagraph above and the expiration of the cure period, if any, contained therein, Grantor at any time thereafter may, at its option, accelerate the maturity of the Secured Indebtedness, all without notice of any kind.

7. Remedies. Upon the occurrence of any Event of Default and the acceleration of the maturity of the Secured Indebtedness, Grantor, or

other agent of Grantor, or the Trustee may take any one or more of the following actions:

(a) enter upon and take possession of the Premises and Collateral without applying for or obtaining the appointment of a receiver;

(b) employ a managing agent of the Premises and let the same, either in Trustee's own name, in the name of Grantor or in the name of Grantee, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness;

(c) pay any sums in any form or manner deemed expedient by Grantor to protect the security of this Installment Deed or to cure any Event of Default other than payment of interest or principal on the Secured Indebtedness;

(d) foreclose this Installment Deed. The Trustee hereunder, or his agent or successors, at the request of Grantor, or the representatives or assigns of Grantor, after giving notice of the time and place of sale by publication of such at least three (3) different times in some newspaper published in the county in which any portion of the Premises are situated, the first of which publications shall be at least twenty (20) days previous to said sale, shall, at the date and time stated in the notice, and at the door of the County Courthouse in said County at which foreclosure sales are customarily held or at the election of Grantor at the Premises, proceed to sell the Premises at public auction for cash (or for credit against the Secured Indebtedness if Grantor is the highest bidder) or upon such other terms that are satisfactory to Trustee and Grantor, and in bar of the equity of redemption and all other rights of redemption, statutory or otherwise (including, without limitation, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101 *et seq.),* homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind, all of which are hereby waived. Trustee shall apply the proceeds from such sale - First, to the payment of all costs and expenses incurred in connection with the sale and Grantee's default, including by way of illustration and not limitation, all costs, charges, and expenses of executing this conveyance and enforcing the lien or collecting the Secured Indebtedness, including reasonable attorney's fees for advice in the premises, all expenses of any litigation related to such default or enforcement (but excluding the expense of ejecting persons from the real estate in order to retake it) and all amounts due Trustee and a reasonable fee to Trustee's attorney (such fees to become absolutely due and payable whenever foreclosure is commenced, whether or not a foreclosure sale is ultimately held); Second, to the payment of all taxes due on the Premises; Third, to

the payment of the Secured Indebtedness. The surplus, if any, shall be paid to the parties legally entitled thereto. In the event the Trustee cannot determine the person or persons to whom the surplus should be paid or a controversy exists with respect to the surplus, the Trustee may pay the surplus into a court of competent jurisdiction in any interpleader action and all expenses of such action, including legal fees incurred by Grantor and Trustee, shall be paid from the surplus or, if the surplus is insufficient, by Grantee.

The foreclosure sale may be adjourned from time to time by Trustee, or his agent or successors, at the place of sale on the date the sale is originally set, or on the date of any adjournment thereof, and may be reset at a later date or dates, by announcement without any additional publication, to the extent permitted by and in compliance with applicable law.

Grantor or Grantor's designee may bid for and purchase the Premises at any sale under this Installment Deed, shall be entitled to apply all or a portion of the Secured Indebtedness as a credit to the purchase price and, to the extent Grantor's bid price exceeds the Secured Indebtedness, Grantor shall pay Trustee cash equal to such excess.

The Premises or any part thereof may be sold in one parcel, or in such parcels, manner or order as Grantor in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness paid in full.

Following a Trustee's sale of the Premises, Trustee shall deliver to the purchaser a Trustee's Deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein.

Grantee further agrees that in case of any sale hereunder, it will at once surrender possession of the Premises, and will from that moment become and be the tenant at will of the purchaser, and removable by process as upon a forcible and unlawful detainer suit, hereby agreeing to pay such purchaser the reasonable rental value of the Premises after such sale plus all expenses, including legal fees, incurred by the purchaser;

Neither Grantor nor the Trustee shall be required to give any notice of the foreclosure sale to Grantee.

(e) institute appropriate proceedings of foreclosure in equity or at law. Upon the institution of such proceedings, Trustee shall, upon application therefor, without notice, be entitled to have a receiver appointed to take possession of the Premises, and Trustee or Grantor shall be entitled to all of the rents, issues and profits arising therefrom during the pendency of any such foreclosure proceeding;

(f) invoke the Default Rate of interest, but in no event shall the rate of interest be greater than that from time to time allowed by law;

(g) take any other action it may be legally entitled to take to protect its rights.

8. Miscellaneous Provisions.

(a) Trustee's Compensation. Trustee is and shall be entitled to receive reasonable compensation for all services rendered, including but not limited to, compensation for an examination of the title at the date of sale to assure himself as to what person is entitled to receive any surplus which may remain after discharging the liens hereby created, and shall be reimbursed for all reasonable expenses, charges and attorneys' fees, including fees for legal advice concerning Trustee's duties and rights. Trustee's compensation, together with any and all such reasonable expenses, charges, attorneys' fees, shall be a further charge and lien upon said Premises and enforced as part of the Secured Indebtedness.

(b) Substitute Trustee. Grantor shall at any time and from time to time have the irrevocable right to remove Trustee herein named without notice or cause and to appoint his successor by an instrument in writing, duly acknowledged, in such form as to entitle such written instrument to be recorded in Tennessee (or any other state where the Premises may be located), and in the event of the death or resignation of Trustee herein named, Grantor shall have the right to appoint his successor by such written instrument, and, without conveyance of the Premises, any Trustee so appointed (a "Substitute Trustee") shall be vested with the title to the Premises, and shall possess all the powers, duties and obligations herein conferred on Trustee in the same manner and to the same extent as though he were named herein as Trustee. Neither the original Trustee nor any Substitute Trustee shall be required to make bond, oath or file an inventory.

(c) Future Advances. Upon request of Grantee, and at Grantor's option prior to release of this Installment Deed, Grantor may, but shall not be obligated to, make future advances to Grantee. Such future advances, with interest thereon, shall be secured by this Installment Deed unless the parties shall agree otherwise in writing.

(d) Marshalling Not Required. If the Secured Indebtedness, or any part thereof, is now or hereafter further secured by chattel mortgages, other deeds of trust, security interests, pledges, contracts of guaranty, endorsements, assignments of leases or other securities, Grantor may, at its option, exhaust any one or more of said securities and the security hereunder either concurrently or independently, and in such order as it may determine, and Grantor shall be not required to marshal assets.

(e) Sale by Foreclosure of Prior Encumbrances. In the event that this Installment Deed shall now or at any time after the date hereof be subordinate to any other encumbrance on the Premises, Grantee hereby agrees that the lien of this conveyance shall extend to the entire interest of Grantee in the Premises conveyed hereby, and shall extend to the interest of Grantee in the proceeds from any sale of the Premises, whether by foreclosure of any such prior encumbrance or otherwise, to the extent any such proceeds exceed the amount necessary to satisfy such prior encumbrance(s). Any trustee or other person conducting any such sale or foreclosure is hereby directed to pay such excess proceeds to Grantor to the extent necessary to pay the Secured Indebtedness in full, notwithstanding any provision to° the contrary contained in any prior encumbrance.

(f) Extensions, Etc. Grantor may without the consent of any other parties, agree to extend the time for payment of all or any part of the Secured Indebtedness, or reduce, rearrange or otherwise modify the terms of payment thereof, or accept a renewal note or notes therefor, without notice to or the consent of any junior lienholder or any other person having an interest in the Premises subordinate to the lien of this Installment Deed. No such extension, reduction, modification or renewal shall affect the priority- of this Installment Deed or impair the security hereof in any manner whatsoever or release discharge or otherwise affect in any manner the liability of Grantee to Grantor or the liability of any other person nor or hereafter liable for payment of the Secured Indebtedness or any part thereof.

(g) Further Assurances. Grantee agrees to furnish Trustee and Grantor with such further instruments, documents and certificates and to take such further actions as Grantor may deem necessary or desirable in order to perfect and/or maintain the perfection and priority of the lien of this Installment Deed on the Premises.

(h) Greater Estate. In the event that Grantee is the owner of a leasehold estate or any other estate less than a fee simple with respect to any portion of the Premises and, prior to the satisfaction of the Secured Indebtedness and the cancellation of this Installment Deed of record, Grantee obtains any greater estate or interest in the Premises, then such

greater estate shall automatically and without further action of any kind on the part of Grantee pass to Trustee and be and become subject to the lien and all the terms of this Installment Deed.

(i) No Merger. Acquisition of the Premises by Grantor shall not effect a merger of this Installment Deed which shall not be released except by a Release of Lien executed by Grantor and filed in the appropriate public register's office.

(j) Modification of Installment Deed. This Installment Deed cannot be modified or amended except by written instrument executed by all of the parties hereto.

(k) Forbearance by Grantor Not a Waiver. Any indulgence or departure at any time and from time to time by Grantor from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waiver future compliance therewith by Grantee.

(l) Remedies Cumulative. The rights of Trustee and Grantor, granted and arising under the clauses and covenants contained in this Installment Deed, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Trustee and Grantor may have under the Note or any other instrument or document now or hereafter further evidencing, securing or otherwise related to the Secured Indebtedness or any portion thereof at law or in equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Trustee or Grantor shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy- allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

(m) Right to Bring Suit. Subject to subparagraph (s) Grantor shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this Installment Deed, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Trustee and/or Grantor thereafter to enforce any appropriate remedy against the Premises, including an action of foreclosure, or any other action, for a default or defaults by Grantee existing at the time such earlier action was commenced.

(n) Appointment of Receiver. Grantee acknowledges the propriety of, and consents to, the appointment of a receiver for the Premises in the event that any action is commenced involving the Premises or to foreclose or exercise the power of sale under this Installment Deed.

(o) Notice. Every provision for notice and demand or protest to Grantee or its successors shall be deemed fulfilled by written notice personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successor, or by prepaid telegram or prepaid registered or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope certified mail, return receipt requested, addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Trustee and/or Grantor, or addressed to the street address of the Premises; provided, notice of foreclosure shall be satisfied by the publication of notice of sale in the manner described in this Installment Deed. Notwithstanding the foregoing, so long as Grantee is the holder of record title to the Premises, notice and demand or protest to Grantee shall be in writing and given personally or by prepaid telegram or prepaid registered or certified mail, with a return receipt requested, addressed, until further notice, to the address of Grantee set forth below. Every provision for notice and demand or protest to Grantor or Trustee or their successors shall be in writing and given personally or by prepaid telegram or prepaid registered or certified mail, with a return receipt requested, addressed, until further notice, to the address of Grantor or Trustee, as the case may be, set forth below:

If to Grantee:

1104 Properties, LLC
7104 Crossroads Blvd
Brentwood, Tennessee 37027
Attention: Michael Palazzolo

With a Copy to:

Richard T. Travis, Manier & Herod
150 4th Ave. North
One Nashville Place, Suite 2200
Nashville TN 37219

If to Grantor:

FFH Properties
140 Sheldon Road
Berea, Ohio 44017
Attention: Gerald C. Forstner, Jr.

If to Trustee:

John L. Van Cleave, Trustee
c/o Watkins & McNeilly, PLLC
Suite 300, 214 Second Avenue, North
Nashville, Tennessee 37201

Notice given to Grantor or Trustee shall be effective when actually received. Grantee, Grantor and Trustee may change their address for the purposes of notice by giving notice to the other parties in accordance with the provisions of this subparagraph (o).

(p) Governing Law. The validity, construction and effect of this Installment Deed, the Note and of any other writing executed in connection herewith or secured hereby shall be governed by the substantive laws of the State of Tennessee and without regard to its laws concerning choice of law.

(q) Severability. If any provision(s) of this Installment Deed or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Installment Deed and the application of such provision(s) to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(r) Successors and Assigns Bound; Captions; Grammatical Construction; Third Party Beneficiaries. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Grantor, Trustee and Grantee. Nothing contained herein shall be construed as granting Grantee the right to transfer the Premises in any manner, whether by assignment, sale, or otherwise except as otherwise herein provided. The captions and headings of the paragraphs of this Installment Deed are for convenience only and are not to be used to interpret or define the provisions hereof. The words "Grantee", "Grantor" and "Trustee" whenever used herein shall include any and all individuals, corporations (and if a corporation, its officers, employees, agents or attorney) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under any of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural. Nothing expressed or referred to in this Agreement, and no representation, warranty or undertaking of indemnity by Grantee contained herein, is intended or shall be construed to give any person or entity other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy, or claim under or in respect

of this Agreement or any provision contained herein, it being the intention of the parties to this Agreement that this Agreement shall be for the exclusive benefits of such parties or their successors and assigns and not for the benefit of any other person.

(s) Time is of Essence. Grantee agrees that where, by the terms hereof or the Note, a day is named or a time is fixed for the payment of any sum of money or the performance of any agreement, the time stated is an important part of the consideration and is of the essence of the whole contract.

(t) Fixture Filing. The Installment Deed constitutes a financing statement filed as a fixture filing with respect to any and all fixtures located on the Premises.

WITNESS our hands this 10 day of December, 2008.

GRANTOR: FFH PROPERTIES

By: _____

Title: General Partner

GRANTEE: 1104 PROPERTIES, LLC

By: _____

Title: MEMBER

TRUSTEE: _____
JOHN L. VAN CLEAVE

STATE OF OHIO)
COUNTY OF CUYAHOGA)

Before me, a Notary Public, of the State and County aforesaid, personally appeared ROBERT FROST, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a general partner of FFH PROPERTIES, the within named bargainor, a general partnership, and that he as such general partner 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, in Bere, Ohio, this 9th day of December, 2008.

Louise M Maki
NOTARY PUBLIC

My Commission Expires:

LOUISE M. MAKI, NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES MAY 28, 2011

NOTARIAL SEAL • OHIO • STATE OF

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Kay B. Housch of the State and County aforesaid, personally appeared Michael Palozzo with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the member of 1104 PROPERTIES, LLC, the within named bargainor, a limited liability company, and that he as such member executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such member.

WITNESS my hand and official seal at Nashville, Tennessee, this the 10 day of December, 2008.

Kay B. Housch
NOTARY PUBLIC

KAY B. HOUSCH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN 2009 My Commission Expires July 25

My Commission Expires:

_____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOHN L. VAN CLEAVE, Trustee, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

10th WITNESS my hand and official seal at Nashville, Tennessee this the ___ day of December, 2008.

Marjorie A. Haines
NOTARY PUBLIC

MARJORIE A. HAINES STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

My Commission Expires:
10-24-10

My Commission Expires: October 24, 2010

Exhibit "A"
Legal Description

Land in the 4th Civil District of Davidson County, Tennessee, and being Lot No. 1 of the John P. Willoughby Subdivision of record in Book 4955, page 17, Register's Office, Davidson County, Tennessee, and more particularly described as follows:

Beginning at a monument, at the right-of-way intersection of the northern right-of-way of Monaco Road and the western right-of-way of State Route No. 24, Lebanon Road; thence north 51 degrees 19' W 115 feet to a concrete monument; thence N 33 deg. 11 E 123.3 feet to a concrete monument; S 69 deg. 01 E 121.25 feet to an iron pin in the western right-of-way of State Route No. 24, Lebanon Road; thence with said right of way S 34 deg. 38' W 160 feet to the beginning, containing .38 acres, more or less.

Included within the above description, but excluded from this conveyance is 557 square feet conveyed to the State of Tennessee for a right-of-way, shown in Book 6263, page 4, Register's Office, Davidson County, Tennessee.

Being the same property conveyed to F.F.H. Properties by deed of record in Book 7274, page 859, Register's Office, Davidson County, Tennessee.

Exceptions to Title

1. Taxes and assessments for the year 2009 and subsequent years.
2. Subject to all matters shown on Plat of record in Plat Book 4955, page 17, Register's Office, Davidson County, Tennessee.
3. Subject to all matters shown on AsBuilt Survey prepared by S & A Surveying, Inc., dated November 30, 2008.

Exhibit "B"

Leases Assigned

NONE