BILL GARRETT, Davidson County
Trans:T20090039408 DEEDQC
Recvd: 06/12/09 15:44 15 pgs
Fees:77.00 Taxes:0.00
20090612-0054991

THIS INSTRUMENT PREPARED BY:
Waller Lansden Dortch & Davis, LLP (CBR)
511 Union Street, Suite 2700
Nashville, Tennessee 37219

ADDRESS NEW OWNER:
FOWP Nine Mile Hill, LLC
3011 Armory Drive, Suite 130
Nashville, Tennessee 37204

SEND TAX BILL TO:
Same

MAP-PARCEL
Map 143
Parcels 8, 9, 10 & 21

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **NINE MILE HILL, LLC**, a Tennessee limited liability company (the "Grantor"), has bargained and sold, and by these presents does hereby quitclaim and convey unto **FOWP NINE MILE HILL, LLC**, a Tennessee limited liability company (the "Grantee"), Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, which is described on Exhibit A, attached hereto and incorporated herein by reference, and the improvements located thereon, if any (hereinafter collectively, the "Property").

This is partially improved property located at 6811 Highway 70 South, Nashville, Davidson County, Tennessee.

The Property is conveyed subject to such limitations, restrictions and encumbrances as may affect the Property. Grantor makes no representations or warranties whatsoever with regard to the Property or Grantor's interest therein.

Grantee covenants that Grantor's parent company, H.G. HILL REALTY COMPANY, LLC, a Tennessee limited liability company, and its successors and assigns (collectively, "Hill")

shall have approval rights over the name, designation, or other identification ascribed to that portion of the Property identified on Exhibit B, attached hereto and incorporated herein by this reference, as the "Hill Old Growth Forest", it being the intent of the parties that Hill's name (or an approved derivative thereof), shall be the primary name ascribed to such portion of the Property (the "Reserved Naming Right"). Hill hereby approves designating such portion of the Property as "Hill Forest" or "Hill Forest at Warner Parks". Additionally, Hill may, but shall not be obligated to, endeavor to obtain an historical marker for the Property which would be located in the right-of-way adjacent thereto, and Grantee and FRIENDS OF THE WARNER PARKS, INC., a Tennessee corporation ("FOWP"), which shall acquire all of the membership interests in Grantee, hereby agree to cooperate with Hill in connection with such efforts.

Grantor, Hill, Grantee and FOWP hereby acknowledge and agree that the Property has been transferred and conveyed to Grantee with the intent that it be preserved in its natural, scenic, forested and open space condition, unless Hill and FOWP consent otherwise, in writing. Grantee hereby acknowledges and agrees that it has accepted this conveyance to honor such intentions, and Grantee and FOWP hereby acknowledge and agree that (i) the Hill Old Growth Forest portion of the Property shown on Exhibit B shall at all times be used and maintained as a natural area or as open space and shall not be further improved in any way except as directly relates to such uses, such as, by way of example and not limitation, interpretative structures and signs; and (ii) the balance of the Property shall at all times be used and maintained solely for public park purposes and shall not be further improved except as directly related to such uses, such as by way of example and not limitation, riding, hiking and biking trails, playgrounds, wildlife or nature center buildings, and related access roads and parking facilities. Grantor, Hill, Grantee and FOWP expressly acknowledge and agree that the Property shall not be improved or

used for any other purpose including, without limitation, for school buildings, library buildings, tennis courts, golf courses, swimming pools, public safety buildings, public office buildings, commercial or industrial uses. The provisions of this paragraph are referred to herein as the "Use Restrictions".

Upon any violation of the Use Restrictions, Hill shall have the right to issue a notice of deficiency to Grantee which shall identify specifically the deficiency contended (a "Notice of Deficiency" or "Notice"). Any such Notice of Deficiency shall be deemed sufficiently given (a) one (1) day after depositing such Notice with any express mail or other overnight courier service, or (b) three (3) days after depositing such Notice in the United States mail with the proper postage affixed thereto, certified, return receipt requested, if, regardless of whether delivery method (a) or (b) above is utilized, the Notice is addressed to both (x) the person or entity then listed as the owner of the Property (or the portion of the Property affected by such deficiency) in the records of the Office of the Trustee for the Metropolitan Government of Nashville and Davidson County, Tennessee, at the address for such person or entity listed in the Trustee's records, and (y) the Director of Law for the Metropolitan Government of Nashville and Davidson County, Tennessee. Grantee shall have six (6) months after receiving a Notice of Deficiency to cure and correct the deficiency. In the event a Notice of Deficiency has not been withdrawn by Hill in writing, and Grantee fails to correct the deficiency within six (6) months after delivery of the Notice of Deficiency, Grantee shall execute such documents, instruments and/or deeds as may be reasonably necessary to convey the Property to Hill and FOWP as tenants in common, with Hill owning a 30.33% interest and FOWP owning a 69.67% interest, at no cost to FOWP or Hill (the "Right of Reverter"). At any time within six (6) months after receiving a Notice of Deficiency, Grantee shall have the right to file an action seeking a

declaratory judgment from a court of competent jurisdiction as to the existence of a deficiency under this paragraph. The time for Grantee to correct a deficiency shall be tolled during the pendency of such an action, including appeals. Hill shall have the right to issue a Notice of Deficiency at any time following the violation of the Use Restrictions through the date that is one (1) year following the date that Grantee notifies Hill in writing of such violation (a "Grantee Notice"), and receives confirmation of Hill's receipt of such Grantee Notice, it being acknowledged that Grantee may, but is not required to issue any Grantee Notice. In the event that Grantee fails to issue a Grantee Notice with respect to any violation, Hill's rights hereunder shall continue indefinitely with respect to such violation.

The Reserved Naming Right, Use Restrictions and other covenants set forth herein shall be appurtenant to, and shall run with and bind title to, the Property and shall be binding upon and inure to the benefit of Grantor, Hill, Grantee, FOWP, and all owners of the Property, and their respective heirs, executors, legal representatives, successors and assigns, and all other parties hereafter having an interest in any portion of the Property and all parties claiming by, through or under them. Without limiting the generality of the foregoing, at such time as any person or entity other then the Grantee named herein becomes the owner of the Property, or any portion thereof, such person or entity shall thereafter be subject to the provisions of this instrument, to the same extent as though originally named as he Grantee herein, and FOWP Nine Mile Hill, LLC shall have no further rights or obligations hereunder.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed this 12 day of June, 2009.

NINE MILE HILL, LLC,
a Tennessee limited liability company

By: _____
Title: President

2855246.5

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared James W. Cranberry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of NINE MILE HILL, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its President.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 11th day of June, 2009.

Linda J. Boggess
Notary Public

My Commission Expires: 5-22-10

LINDA J. BOGGESS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAY 22, 2010

The undersigned join in the execution of this Quitclaim Deed for the purpose of acknowledging and agreeing to the terms and conditions hereof.

H.G. HILL REALTY COMPANY, LLC,
a Tennessee limited liability company

By: James W. Cranberry
Title: CEO

FOWP NINE MILE HILL, LLC,
a Tennessee limited liability company

By: James W. Cranberry
Title: CEO

FRIENDS OF THE WARNER PARKS, INC.,
a Tennessee corporation

By: Lawson C. Ahl
Title: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared James W. Cranberry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be CEO of H.G. HILL REALTY COMPANY, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such CEO being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its CEO.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 11th day of June, 2009.

Linda J. Boggess
Notary Public

My Commission Expires: 5-22-10

LINDA J. BOGGESS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 22, 2010

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared James W. Cranberry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be [redacted] CEO [redacted] of FOWP NINE MILE HILL, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such [redacted] CEO [redacted] being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its [redacted] CEO [redacted].

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 11th day of June, 2009.

Linda J. Boggess
Notary Public

My Commission Expires: 5-22-10

LINDA J. BOGGESS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 22, 2010

2855246.5

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Lawson C. Allen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of FRIENDS OF THE WARNER PARKS, INC., the within named bargainor, a Tennessee corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as its President.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 12th day of June, 2009.

Notary Public

My Commission Expires:

BRANDY K. PIRK STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 22, 2010

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $10.00.

Affiant

Subscribed and sworn to before me this 12th day of June, 2009.

Notary Public

My Commission Expires:

BRANDY K. PIRK STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 22, 2010

2855246.5

EXHIBIT A

Legal Description of the Property

Tract 1 (Being Map 143, Parcels 9 & 10)

Land in Davidson County, Tennessee, situated in the 9th Civil District, formerly the 14th Civil District, described as follows:

Beginning in the center of the Harding or Richland Turnpike at a point measured along the center of said turnpike in a northeasterly direction from the northwest corner of the first described tract of land in the deed from Belle Meade Land Company to said T. C. Jordan, registered in Book 342, page 211, Register's Office of Davidson County, Tennessee, which point is one hundred poles from said corner; running thence south nineteen and one-fourth degrees east one hundred and thirty-four poles to an original corner of said tract of land conveyed to said T. C. Jordan as aforesaid, near a fallen beech in the south boundary of said tract; thence south eighty-five degrees east twenty-five poles to a hickory; thence north eighty-nine degrees east one hundred and thirty-six and one-half poles; thence north fifty-three and one fourth degrees east thirteen poles; thence north eight and one-half degrees west seventeen poles; thence north fourteen degrees east fourteen poles; thence north fifty-three and one-half degrees east thirty-one poles; thence north fifteen degrees east six poles; thence north one-fourth degrees west fifty-seven poles to a stooping black oak; thence south eighty-nine degrees east thirty-two poles to the corner of a fence; thence with the east line of the tract of land hereby conveyed, north two degrees east eighty-four poles, north six degrees west four poles; north three degrees east eighty-seven poles in all one hundred and seventy-five poles to a Lynn corner; thence north seventy-nine degrees west nine poles to the center of said Harding or Richland Turnpike; and thence with said turnpike, south sixty-eight and one-half degrees west thirty-four poles; south fifty-nine degrees west twenty-nine poles; south thirty and one-half degrees west forty-nine poles, south forty-one and one-half degrees west forty- four poles; south sixty-six degrees west fifty-three poles, south eighty-two and one-half degrees west eight-two poles, south fifty-six degrees west thirty-four poles to the beginning. Containing three hundred and three acres, more or less.

Included in the above but excluded therefrom is that certain tract of land conveyed to Davidson County, Tennessee, for road purposes of record in Book 577, page 263, Register's Office for Davidson County, Tennessee, together with any other out conveyances of the above described property prior to the date hereof

Also included in the above but excluded therefrom are those certain tracts of land conveyed to State of Tennessee for road purposes of record in Book 2737, page 147, and Book 3033, page 375, Register's Office for Davidson County, Tennessee

Additionally included in the above but excluded therefrom is that certain tract of land conveyed to Homewood Brookmont Terrace, LLC, of record in Book 11178, page 993. said Register's Office, and all roads and rights of way including but not limited to Brookmont Terrace lying within the above described tract of land.

Tract 2 (Being Map 143 Parcel 8)

Land in the old 11th Civil District of Davidson County, Tennessee, known as Lot No. 1, of Vaughn Division of Land, described as follows:

Beginning at a black oak and beech, southeast corner of said tract; thence south 85 ¾ deg. West 33 poles to a stake and sassafras pointers; thence north 1 deg. East 50 poles to a stake in Henry Arnold's south line; thence south 88 deg. East 32.52 poles to a large oak burned black thence south 46 poles to the beginning, containing 9 acres and 124 poles or 9 ¾ acres.

Tract 3 (Being Map 143, Parcel 21)

Being a tract of land in the 9th, formerly the 14th Civil district of Davidson County, Tennessee, and being more particularly described according to a survey made by William C. Parrish, Associates, Engineers, dated October 5, 1955, as follows:

Beginning at a stake in fence at the southeast corner of the B. R. Page property in the northerly margin of the N. C. & St. L. Railway right of way: thence north 3° 20' west 3,404.5 feet, more or less to a stake in the southerly boundary of a tract of land belonging to H. G. Hill Realty Company, thence with said boundary line south 07° 15' east 827 feet, more or less to a stake; thence south 3° 20' east 2,967.6 feet, more or less, to a stake in the margin of the N. C. & St.. L Railway right of way, thence with the margin of the same southwesterly 890 feet, more or less, to the point of beginning; containing 60 acres, more or less.

Together with all the right title and interest in and to the rights of way or easements mentioned and described in deeds of record in Book 1542, page 497 and Book 1579, pages 275 and 487, all of the Register's Office for Davidson County, Tennessee.

This deed also quitclaims Grantor's title and interest, if any, in the property described as follows:

Being a tract of land lying in Nashville, Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an existing concrete monument in the southerly right-of-way line of Memphis-Bristol Highway (Highway 70 South), right-of-way varies, at a corner common with the property of Windsor Terrace Condominiums, as of record in Plat Book 6250, Page 869, at the Register's Office for Davidson County, Tennessee;

Thence with the southerly right-of-way line of Memphis-Bristol Highway (Highway 70 South), with a curve to the right, along an arc length of 697.01 feet, the central angle of which is 03 deg 30 min 29 sec, the radius of which is 11384.16 feet, the chord of which is North 71 deg 27 min 56 sec East, 696.91 feet to an existing right-of-way monument;

Thence North 73 deg 13 min 10 sec East, 1590.43 feet to an iron rod set;

Thence North 78 deg 21 min 54 sec East, 167.30 feet to an iron rod set;

Thence North 73 deg 13 min 10 sec East, 416.25 feet to an iron rod set;

Thence with a curve to the left, along an arc length of 116.45 feet, the central angle of which is 01 deg 49 min 03 sec, the radius of which is 3670.99 feet, the chord of which is North 72 deg 18 min 46 sec East, 116.44 feet to an iron rod set;

Thence with a curve to the left, along an arc length of 167.81 feet, the central angle of which is 02 deg 37 min 09 sec, the radius of which is 3670.99 feet, the chord of which is North 70 deg 05 min 35 sec East, 167.80 feet to an existing concrete monument;

Thence South 21 deg 12 min 59 sec East, 10.00 feet to a point;

Thence North 68 deg 31 min 52 sec East, 32.17 feet to an iron rod set;

Thence with a curve to the left, along an arc length of 1254.00 feet, the central angle of which is 19 deg 31 min 08 sec, the radius of which is 3680.99 feet, the chord of which is North 58 deg 31 min 21 sec East, 1247.94 feet to an iron rod set;

Thence South 41 deg 14 min 13 sec East, 100.00 feet to an iron rod set;

Thence with a curve to the left, along an arc length of 633.51 feet, the central angle of which is 09 deg 36 min 00 sec, the radius of which is 3780.99 feet, the chord of which is North 43 deg 57 min 47 sec East, 632.77 feet to an iron rod set;

Thence North 50 deg 50 min 13 sec West, 90.00 feet to an iron rod set;

Thence North 37 deg 33 min 47 sec East, 206.12 feet to an existing concrete monument;

Thence North 54 deg 49 min 25 sec East, 111.60 feet to an iron rod set, at a corner common with the property of United Dominion Realty, L.P., as of record in Deed Book 9851, Page 756, at the Register's Office for Davidson County, Tennessee;

Thence leaving the southerly right-of-way line of Memphis-Bristol Highway (Highway 70 South), with the westerly property line of United Dominion Realty, L.P., South 07 deg 24 min 52 sec West, 275.04 feet to an iron rod set;

Thence South 08 deg 11 min 54 sec West, 333.79 feet to an existing concrete monument, at a corner common with West Meade Highlands, Section Two, as of record in Plat Book 3700, Page 125, at the Register's Office for Davidson County, Tennessee;

Thence with the westerly property line of West Meade Highlands, Section Two, South 09 deg 24 min 43 sec West, 112.39 feet to an iron rod set;

Thence South 08 deg 20 min 41 sec West, 300.00 feet to an existing concrete monument, at a corner common with Harpeth Trace Estates, Phase Three, as of record in Plat Book 5200, Page 751, at the Register's Office for Davidson County, Tennessee;

Thence with the westerly property line of Harpeth Trace Estates, Phase Three, South 06 deg 15 min 40 sec West, 1214.45 feet to an existing iron rod, at a corner common with Revised Treetops at Harpeth Trace, as of record in Plat Book 6250, Page 455, at the Register's Office for Davidson County, Tennessee;

Thence with the westerly property line of Revised Treetops at Harpeth Trace, South 06 deg 14 min 44 sec West, 434.92 feet to an existing iron rod;

Thence South 07 deg 01 min 28 sec West, 323.33 feet to an existing iron rod, at a corner common with Harpeth Trace Estates, Phase Four, as of record in Plat Book 6900, Page 258, at the Register's Office for Davidson County, Tennessee;

Thence with the westerly property line of Harpeth Trace Estates, Phase Four, South 06 deg 58 min 42 sec West, 490.86 feet to an existing iron rod, in the westerly right-of-way line of Harpeth Trace Drive, at a corner common with the Harpeth Ridge P.U.D., as of record in Plat Book 5200, Page 723, at the Register's Office for Davidson County, Tennessee;

Thence leaving the westerly right-of-way line of Harpeth Trace Drive, with the northerly property line of Harpeth Ridge P.U.D., North 83 deg 40 min 56 sec West, 510.23 feet to an existing concrete monument;

Thence with the westerly property line of Harpeth Ridge P.U.D., South 05 deg 14 min 04 sec West, 140.31 feet to an iron rod set;

Thence South 22 deg 43 min 05 sec West, 96.50 feet to an iron rod set;

Thence South 50 deg 21 min 31 sec West, 239.30 feet to an existing iron rod, at a corner common with Harpeth Trace Estates, Phase Two, as of record in Plat Book 5200, Page 556, at the Register's Office for Davidson County, Tennessee;

Thence with the westerly property line of Harpeth Trace Estates, Phase Two, South 60 deg 40 min 39 sec West, 264.00 feet to an existing concrete monument;

Thence South 16 deg 40 min 39 sec West, 231.00 feet to an iron rod set;

Thence South 02 deg 24 min 21 sec East, 279.90 feet to an existing iron rod;

Thence South 57 deg 02 min 17 sec West, 214.96 feet to an existing concrete monument, at a corner common with the property of Virginia Taylor, as of record in Deed Book 7654, Page 486, at the Register's Office for Davidson County, Tennessee;

Thence with the northerly property line of Virginia Taylor, North 82 deg 48 min 21 sec West, 552.59 feet to an existing iron rod, at a corner common with the property of Friends of the Warner Parks, Inc., as of record in Instrument Number: 20070308-0028554, and Instrument Number: 20040518-0058046, at the Register's Office for Davidson County, Tennessee;

Thence with the northerly property line of Virginia Taylor, North 83 deg 22 min 41 sec West, 420.48 feet to an iron rod set;

Thence with the westerly property line of Virginia Taylor, South 05 deg 03 min 16 sec West, 2882.21 feet to an iron rod set, in the northerly right-of-way line of CSX Transportation Railroad;

Thence with the northerly right-of-way line of CSX Transportation Railroad, with a curve to the right, along an arc length of 897.27 feet, the central angle of which is 18 deg 25 min 40 sec, the radius of which is 2789.79 feet, the chord of which is South 72 deg 46 min 16 sec West, 893.41 feet to an existing iron rod, in the easterly property line of Friends of the Warner Parks, Inc., as of record in Instrument Number: 20040803-0092571, at the Register's Office for Davidson County, Tennessee;

Thence leaving the northerly right-of-way line of CSX Transportation Railroad, with the easterly property line the Friends of the Warner Parks, Inc., North 05 deg 03 min 16 sec East, 3243.60 feet to an iron rod set;

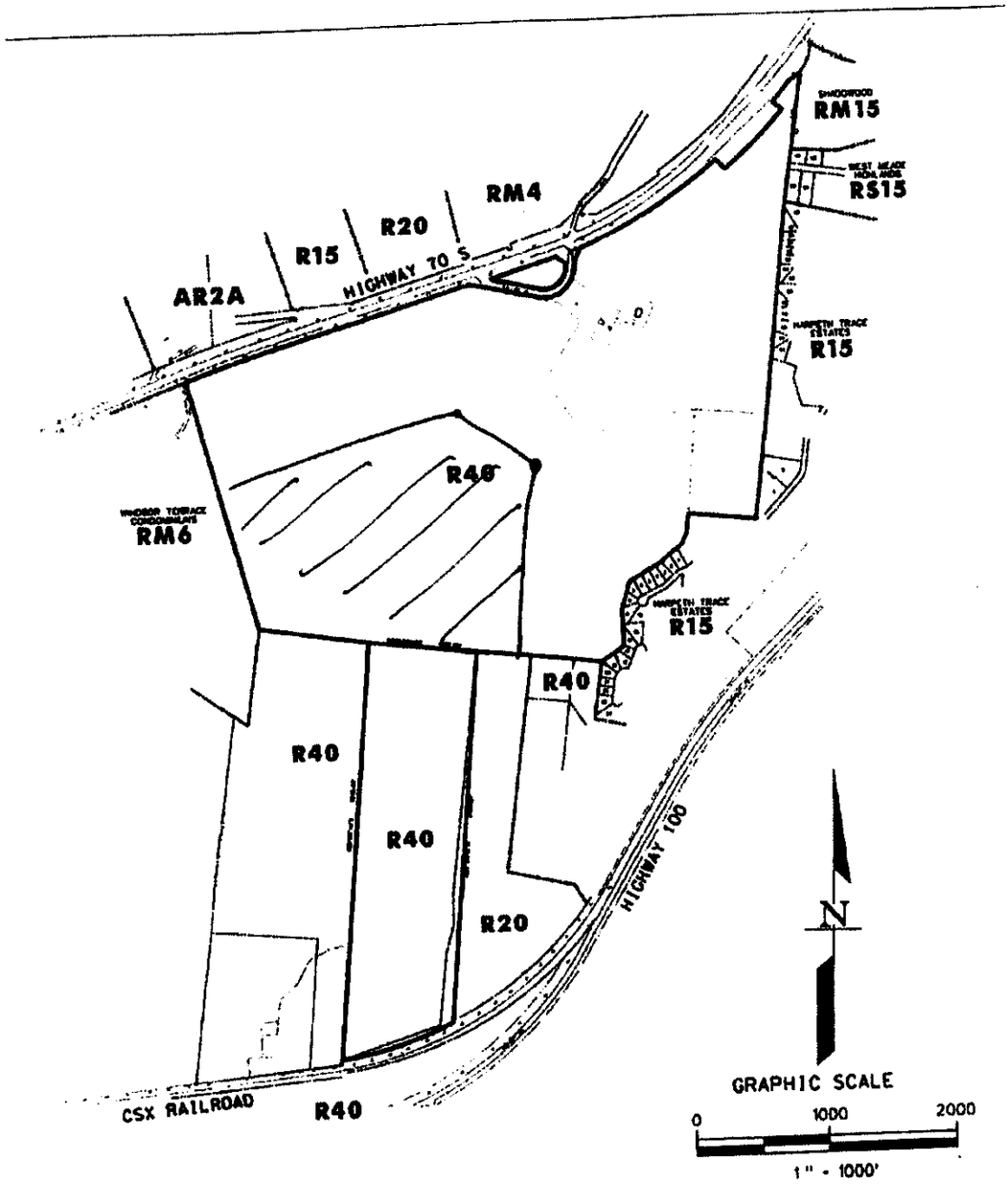
Thence with the northerly property line of the Friends of the Warner Parks, Inc., North 81 deg 13 min 07 sec West, 851.00 feet to an existing iron rod, at a corner common with the property of Windsor Terrace Condominiums, as of record in Plat Book 6250, Page 869, at the Register's office for Davidson County, Tennessee;

Thence with the easterly property line of Windsor Terrace Condominiums, North 14 deg 35 min 54 sec West, 2006.75 feet to the POINT OF BEGINNING. Containing 14,106,985 square feet or 323.851 acres more or less.

Being the same property conveyed to NINE MILE HILL, LLC, by deed from H.G. HILL REALTY COMPANY, LLC, of record as Instrument No. 20050926-0115609, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Identification of Hill Old Growth Forest


RM15
RS15
RM4
R20
R15
AR2A
HIGHWAY 70 S
R15
R40
RM6
R15
R40
R40
R40
R20
HIGHWAY 100
CSX RAILROAD
R40
N
GRAPHIC SCALE
0
1000
2000
1" = 1000'