BILL GARRETT, Davidson County
Trans:T20090072165 DEEDWARR
Recvd: 10/23/09 09:49 7 pgs
Fees:38.00 Taxes:4240.20
20091023-0098019

This Instrument Prepared By:
Ronald I. Feldman, Esquire
Husch Blackwell Sanders LLP
736 Georgia Avenue, Suite 300
Chattanooga, Tennessee 37402

Return To:
Jerry Grand, Esquire
Fidelity National Title Insurance Company
725 Cool Springs Boulevard, Suite 160
Franklin, Tennessee 37067

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of this 13 day of October, 2009, by and between CC Acquisitions, LP, a Delaware limited partnership company (the "Grantor"), and Cross Point Community Church, a Tennessee non-profit corporation (the "Grantee").

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, and convey unto the Grantee, the real estate situated and being in Davidson County, Tennessee, and being more particularly described as follows (the "Property"):

AS SET FORTH ON EXHIBIT A HERETO

Being the property conveyed to Grantor by Special Warranty Deed recorded as Instrument No. 20090529-0049265, in the Register's Office of Davidson County, Tennessee.

Title is conveyed SUBJECT TO the matters set forth on EXHIBIT B hereto.

TO HAVE AND TO HOLD the aforedescribed real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Grantee, its successors and assigns in fee simple forever, subject to the limitations of the special warranty hereinbelow.

Grantor hereby covenants with Grantee that Grantor is seized and possessed of the Property, that it has full power and lawful authority to sell and convey same, and that Grantor will warrant and forever defend the title to the Property against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

Pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of Grantor as of the day and year first above written.

Grantor:
CC ACQUISITIONS, LP,
a Delaware limited partnership

By: NYLIFE Real Estate Holdings, LLC,
its general partner

By: _____
Name: Daniel W. Davitt
Title: President

STATE OF NEW YORK
COUNTY OF NEW YORK

Before me, Deborah L. Marcus, of the state and county aforesaid, personally appeared Daniel W. Davitt, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be President of NYLIFE Real Estate Holdings, LLC, a limited liability company, which company is the general partner of **CC ACQUISITIONS, LP**, the within named bargainor, a limited partnership, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by personally signing the name of the limited liability company in its capacity as general partner of the limited partnership.

WITNESS my hand and seal at office in New York, New York this 13th day of October, 2009.

Deborah L Marcus
Notary Public

My commission expires:
Deborah L Marcus
NOTARY PUBLIC, State of New York
No. 01MA6170794
Qualified in New York County
Term Expires July 23, 2011

[Notary Seal]

DEBORAH L. MARCUS NOTARY PUBLIC STATE OF

TRANSFER TAX DECLARATION

STATE OF TENNESSEE
COUNTY OF Williamson

The undersigned, being first duly sworn, hereby swears or affirms that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $1,146,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant - Grantee

S R Carter
Notary Public
My commission expires: 6/16/13
[Notary Seal]

S. R. CARTER STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

CHD-526321-1

Property Address:
7675 Highway 70S
Nashville, Tennessee

Tax Parcel I.D. No.: 14200031100

New Property Owner's Name and Address:
Cross Point Community Church
4301 Charlotte Pike
Nashville, TN 37209

Mail Tax Bills to: Same

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

BEING a parcel of land in Nashville, First Civil District, Thirty-Fifth Councilmanic District, Davidson County, Tennessee, located on the easterly side of Coley Davis Road, south of U.S. Highway 70 South (Memphis Bristol Highway), being Lot No. 6 as shown on the Subdivision and PUD Boundary Plat, Resubdivision of Lots 3 and 4 Galleries at Bellevue, of record in Book 7900, Page 534, Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the southerly line of Lot No. 2 Galleries at Bellevue, Book 7900, Page 272, Register's Office for Davidson County, Tennessee, said point being South 45 degrees 46 minutes 19 seconds East, 35.12 feet from the southwesterly corner of said Lot No. 2;

THENCE leaving said line with a severance line, South 57 degrees 33 minutes 03 seconds West, 556.81 feet to a point in the easterly line of Bellevue Park;

THENCE with said easterly line the following calls: North 21 degrees 51 minutes 00 seconds West, 41.63 feet to a point; North 15 degrees 34 minutes 54 seconds West, 102.63 feet to a point; North 08 degrees 54 minutes 39 seconds West, 37.31 feet to a point;

THENCE leaving said line with a severance line, North 57 degrees 33 minutes 03 seconds East, 305.91 feet to a point;

THENCE continuing with said line, North 32 degrees 26 minutes 57 seconds West, 171.98 feet to a point in the easterly right of way line of Coley Davis Road;

THENCE with said line with a curve to the left, 168.13 feet to a point, said curve having a central angle of 23 degrees 34 minutes 42 seconds, a radius of 408.57 feet, a tangent of 85.27 feet and a chord of North 52 degrees 45 minutes 42 seconds East, 166.95 feet to a point;

THENCE leaving said line with a severance line of South 45 degrees 39 minutes 57 seconds East, 244.88 feet to a point;

THENCE continuing with said line, South 44 degrees 13 minutes 41 seconds West, 51.00 feet to a point;

THENCE continuing with said line and a portion of the southerly line of Lot No. 2 as shown on said plan of the Galleries at Bellevue, of record in Book 7900, Page 272, said Register's Office, South 45 degrees 46 minutes 19 seconds East, 112.12 feet to the point of beginning, containing 124,979 square feet, or 2.87 acres, more or less.

PARCEL 2:

TOGETHER WITH appurtenant easements established by (a) Joint Access and Utility Easement by and between The Bellevue Galleries, L.P., a Tennessee limited partnership, Service Merchandise Company, Inc., a Tennessee corporation, and Stewart F. Kresge, Trustee, of record in Book 8293, Page 3, said Register's Office; as amended by Amendment to Joint Access and

Utility Easement, of record in Book 8323, Page 82, and as further amended by Amendment to Accessory Agreement, of record in Book 8323, Page 100, in said Register's Office; (b) Reciprocal Easement and Operation Agreement by and between The Bellevue Galleries, L.P., and Home Depot, U.S.A., Inc., of record in Book 8323, Page 183, said Register's Office; as amended by Amendment to Reciprocal Easement and Operation Agreement, of record in Book 8394, Page 993, and further amended by Memorandum of Agreement by and between The Bellevue Galleries, L.P., and Toys "R" Us, Inc., a Delaware corporation, of record in Book 8395, Page 6, said Register's Office; as further amended by Second Amendment of Reciprocal Easement and Operation Agreement, of record in Book 9214, Page 962, in said Register's Office; and (c) Reciprocal Easement, Maintenance, Indemnity and Restriction Agreement, of record in Book 9214, Page 985, in said Register's Office.

Reference for prior title is made to Deed recorded as Instrument No. 20090529-0049265 in the Register's Office of Davidson County, Tennessee.

EXHIBIT B

TITLE EXCEPTIONS

1. Taxes for 2009 and thereafter.

2. Any lien, or right to a lien arising form, through or under a contract with Circuit City for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

3. All matters disclosed on Plat recorded in Book 7900, Page 534, in the Register's Office of Davidson County, Tennessee.

4. Easements for sewer line granted to Harpeth Valley Utilities District dated April 23, 1985, recorded October 3, 1985, of record in Book 6673, Page 43, in the Register's Office of Davidson County, Tennessee.

5. Joint Access and Utility Easement by and between The Bellevue Galleries, L.P., a Tennessee limited Partnership, Service Merchandise Company, Inc., a Tennessee corporation, and Stewart F. Kresge, Trustee, dated February 11, 1991, recorded in Book 8293, Page 3, in the Register's Office of Davidson County, Tennessee; as amended by Amendment to Joint Access and Utility Easement by and between The Bellevue Galleries, L.P., a Tennessee limited partnership, Service Merchandise Company, Inc., a Tennessee corporation, and Stewart F. Kresge, Trustee, dated March 27, 1991, recorded in Book 8323, Page 82, in the Register's Office of Davidson County, Tennessee and as further amended by Amendment to Accessory Agreement by and between The Bellevue Galleries, L.P., a Tennessee limited partnership, Service Merchandise Company, Inc., a Tennessee corporation, and Stewart F. Kresge, Trustee, dated March 27, 1991, recorded in Book 8323, Page 100, in the Register's Office of Davidson County, Tennessee.

6. Terms and Conditions as set forth in Reciprocal Easement and Operation Agreement by and between The Bellevue Galleries, L.P. and Home Depot, U.S.A., Inc., dated March 27, 1991, recorded April 3, 1991 in Book 8323, Page 183, in the Register's Office of Davidson County, Tennessee; as amended by Amendment to Reciprocal Easement and Operation Agreement by and between The Bellevue Galleries, L.P., Home Depot, U.S.A., Inc., Toys "R" Us, Inc. and Sovran Bank/Tennessee, dated July 3, 1991, recorded in Book 8394, Page 993, in the Register's Office of Davidson County, Tennessee; further amended by Memorandum of Agreement by and between The Bellevue Galleries, L.P., and Toys "R" Us, Inc., a Delaware corporation, dated July 3, 1991, recorded July 10, 1991 in Book 8395, Page 6, in the Register's Office of Davidson County, Tennessee; as further amended by Second Amendment of Reciprocal Easement and Operation Agreement by and between BMP-Bellevue L.P., formerly The Bellevue Galleries, L.P., Home Depot U.S.A., Inc., Toys "R" Us, Inc., Taco Bell Corp., Circuit City Stores, Inc. and NationsBank of Tennessee, dated January 7, 1994, recorded in Book 9214, Page 962, in the Register's Office of Davidson County, Tennessee, as further amended in Third Amendment to Reciprocal Easement and Operations Agreement by and between BMP-Bellevue L.P., formerly The Bellevue Galleries, L.P., Toys "R" Us, Inc., Taco Bell Corp., and Circuit City Stores, Inc., dated June 23, 1995, recorded in Book 9720, Page 53, in the Register's Office of Davidson County, Tennessee, as affected by Easement and Agreement by and between Hickory I, LLC, CCI Trust 1994-I, Circuit City Stores, Inc. and Manufacturers and Traders Trust Company, dated July 13, 2007, recorded July 16, 2007 in Instrument No. 20070716-0084326, in the Register's Office of Davidson County, Tennessee.

7. Terms and Conditions as set forth in Declaration of Restrictive Covenants by and between The Bellevue Galleries, L.P. and Taco Bell Corp., dated July 12, 1991, recorded in Book 8399, Page 90, in the Register's Office of Davidson County, Tennessee.

8. Reciprocal Easement, Maintenance, Indemnity and Restriction Agreement, made by and between BMP-Bellevue L.P., and Circuit City Stores, Inc., dated January 7, 1994, recorded in Book 9414, Page 985, in the Register's Office of Davidson County, Tennessee.

9. Terms and Conditions of unrecorded Lease and Easements, Covenants and Restrictions by and between Stewart F. Kresge, Trustee for the benefit of Raymond Zimmerman, as Landlord and Home Depot, U.S.A., Inc., as Tenant, as evidenced by Ground Lease and Declaration of Easements, Covenants and Restrictions dated March 27, 1991, recorded April 3, 1991 in Book 8323, Page 111, in the Register's Office of Davidson County, Tennessee.

10. A 10 foot Permanent Easement granted to Valley Utilities District of Davidson County as set forth in Agreement for Dedication of Public Utilities Easement, dated February 16, 2001, recorded March 2, 2001 in Instrument No. 20010302-0019758, in the Register's Office of Davidson County, Tennessee.

11. Matters disclosed by ALTA/ACSM Land Title Survey prepared by Barge, Waggoner, Sumner and Cannon, dated August 8, 1994, last revised December 8, 1994 and designated as File No. 11510-10 and matters that would be disclosed by a survey made subsequent thereto.