SPECIAL WARRANTY DEED

This Instrument Prepared By:

Robert S. Davis, Esquire
Cozen O'Connor
200 Four Falls Corporate Center
Suite 400
Conshohocken, PA 19428

BILL GARRETT, Davidson County
Trans:T20100003377 DEEDWARRSP
Recvd: 01/19/10 12:11 5 pgs
Fees:28.00 Taxes:4162.50
20100119-0004287

Address of New Owner:	Send Tax Bills To:	Map & Parcel No:
Richland South, LLC 409 Hope Avenue Franklin, TN 37067-2639 Attn: Hassan Mousavi	Richland South, LLC 409 Hope Avenue Franklin, TN 37067-2639 Attn: Hassan Mousavi	16300019100

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **AUTOFAIR REALTY L.P.,** a Delaware limited partnership (referred to hereinafter as "Grantor"), has bargained and sold and does hereby transfer and convey unto **RICHLAND SOUTH, LLC,** a Tennessee limited liability company (referred to hereinafter as "Grantee"), and its successors and assigns, certain land located in Davidson County, Tennessee, as further described in **Exhibit A**, attached and incorporated by reference (the "Property"). This is improved property known as 520 Collins Park Drive, Antioch, TN 37013.

TO HAVE AND TO HOLD the Property, together with all the appurtenances and hereditaments thereunto belonging or in any way appertaining, to the Grantee, its successors and assigns forever.

AND Grantor covenants and binds itself, and its successors and assigns, to warrant and forever defend the title to the Property against the lawful claims and demands of persons claiming by, through, or under Grantor other than in respect of the "Permitted Encumbrances" listed and described in **Exhibit B**, attached hereto, but not otherwise or further.

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the 13th day of January, 2010.

GRANTOR

AUTOFAIR REALTY L.P.,
a Delaware limited partnership

By: AutoFair Management Corporation III,
a Delaware corporation, its General Partner

By: Walter D. Wick
Name: Walter D. Wick
Title: Chairman of the Board

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SUZANNE PETERS
Notary Public, State of New York
No. 01PE6211217
Qualified in New York County
Commission Expires September 14, 20[illegible]

Before me, Suzanne Peters, a Notary Public in and for the County and State aforesaid, personally appeared **WALTER D. WICK**, 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 Chairman of the Board of AutoFair Management Corporation III, a Delaware corporation, General Partner of AutoFair Realty L.P., a Delaware limited partnership, and that he as such Chairman of the Board, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited partnership by the corporation as general partner by himself as Chairman of the Board of the corporation.

WITNESS my hand and seal at office in New York, New York, this 13th day of January, 2010.

My commission expires: 9/14/2013

Suzanne Peters
Notary Public



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property, whichever is greater, is $1,125,000.00.

_____ **(Affiant)**

Subscribed and sworn to before me, this 15th **day of January, 2010.**

_____ **NOTARY PUBLIC**

My Commission Expires:

_____

ROBERT L. SCRUGGS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 6, 2013

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Section Two, Collins Park, of record in Instrument No. 20080806-0081038, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Autofair Realty, L.P. a Delaware limited partnership, by deed from Century Land Company – Tennessee, a Tennessee corporation, of record in Instrument No. 20070629-0077977, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

PERMITED ENCUMBRANCES

1. 2009 Davidson County Taxes for Map 163, Parcel 191.00, $13,531.53, PAID. Taxes for 2010 and subsequent years are not due and payable.

2. All matters appearing on the Plan of record in Instrument No. 20080806-0081038 said Register's Office.

3. Plat of record in Book 11190, page 119, said Register's Office.

4. Right of way Easement, of record in Book 3536, page 623, amended in Book 4536, page 540, said Register's Office.

5. Pipeline Easement to Gulf Interstate Gas Company, of record in Book 2203, page 577, partial release in Book 5118, page 792, said Register's Office.

6. Easement to Metro Government (Electric Power Board), of record in Book 5380, page 722, said Register's Office.

7. Sanitary Sewers and/or Storm Drainage Easement to Metropolitan Government, of record in Book 7389 and page 165, said Register's Office.

8. Stormwater Detention Agreement to Metro Government, of record in Book 11432, page 244, said Register's Office.

9. Easement for Right-of-way for a gas pipe line and other rights granted to Gulf Interstate Gas Company, of record in Book 2203, page 573, and further conveyed to Columbia Gulf Pipeline Company, of record in Book 2875, page 299, said Register's Office.

10. Right-of-way Easement of a gas pipe line and other rights and privileges granted to Columbia Gulf Transmission Company, by final decree, of record in Book 3536, page 623, as amended in Book 4536, page 540, said Register's Office.

11. Right-of-way Easement, of record in Book 11190, page 119, said Register's Office.

12. Rights of the Railroad under a Charter Right-o-way.

13. Easement for the flow of Collins Creek; and the consequence of any past or future change in the location of the said creek.

14. Local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property;

15. All matters which are disclosed on any survey of the Property or such state of facts which a physical inspection of the Property would reveal including, without limitation, all existing easements and encroachments, if any;

16. All other easements, covenants and restrictions of record in favor of public utilities.