This Instrument Prepared by:
Brian A. Auger, Esq.
CBL & Associates Management, Inc.
2030 Hamilton Place Boulevard, Suite 500,
CBL Center
Chattanooga, TN 37421

After recording return to
Bell & Alexander Title Services, Inc.
8110 Isabella Lane Suite 200
Brentwood, Tennessee 37027

BILL GARRETT, Davidson County
Trans:T20110014317 DEEDWARRSP
Recvd: 03/09/11 16:09 4 pgs
Fees:23.00 Taxes:2886.00
20110309-0018957

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of the 8th day of March, 2011, by and between THE COURTYARD AT HICKORY HOLLOW LIMITED PARTNERSHIP, a limited partnership organized and existing under and by virtue of the laws of the State of Delaware ("Grantor"), and MUSIC CITY FOODS, LLC, a limited liability company organized and existing under the laws of the State of Tennessee ("Grantee"),

WITNESSETH: That for and in consideration of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the said Grantee the real estate more particularly described on **Exhibit A** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining unto the said Grantee, its heirs or successors and assigns, in fee simple forever.

The said Grantor does hereby covenant with the said Grantee that it will specially warrant and forever defend title to and quiet possession of the aforesaid real estate against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise, subject, however, to the permitted title exceptions identified on **Exhibit B** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by and through its duly authorized officer the day and year first above written.

(Signature on following page.)

THE COURTYARD AT HICKORY HOLLOW
LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Hickory Hollow Courtyard, Inc.,
its sole general partner

By: Victoria S. Berghel
Victoria S. Berghel
Senior Vice President and General Counsel

Date of Execution: March 8, 2011

ATTEST:

Assistant Secretary

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 4th day of February, 2011, by Victoria S. Berghel as Senior Vice President and General Counsel of Hickory Hollow Courtyard, Inc., the sole general partner of The Courtyard at Hickory Hollow Limited Partnership, a Delaware limited partnership, who is personally known to me, or who has produced identification in the form of _____.

My Commission expires:
01/22/2014

Kendall R. Martin
NOTARY PUBLIC

KENDALL R. MARTIN
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

I, or we, hereby swear or affirm to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $780,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

New Owner:
Mail tax bills to: Music City Foods, LLC
360 Chadds Walk
Athens, GA 30606
Attention: Robert Ward

AFFIANT

Tax Map Parcel No.: Part of 163000224000

CAVAN K. MCCANN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Subscribed and sworn to before me
this 8th day of March, 2011

Notary Public
My Commission Expires: 09/09/14

300
Legal

EXHIBIT A

Legal Description of the Real Estate

Lot H-1 of that certain plat of Resubdivision of Lot H, Section 9, Hickory Hollow Mall, recorded on March 3, 2011 as Instrument Number 20110303-0017307 in the Register's Office for Davidson County, Tennessee, together with such real estate all rights of ingress, egress and parking as referenced in that certain Declaration of Restrictions of record on March 2, 2011 as Instrument Number 20110302-0016742 in the Register's Office for Davidson County, Tennessee.

Being a portion of the property conveyed to The Courtyard at Hickory Hollow Limited Partnership by deed of record in Book 11005, Page 392, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

1. Taxes for the year 2011 and special assessments, if any, not delinquent.
2. Zoning, building and subdivision laws, ordinances and regulations.
3. All matters discernible from a survey or visual inspection of the Property.
4. All matters caused or suffered by Buyer.
5. All matters of record affecting the Property as of the date hereof, except Seller's monetary liens, which include but are not limited to the following:
   a. Matters shown on the Plan of record in Instrument No. 20110303-0017307, said Register's Office.
   b. Deed of Declaration of record in Book 5091, page 533, as amended in Book 5249, page 450, Book 5318, page 762 and Book 8416, page 704, Register's Office for Davidson County, Tennessee.
   c. Declaration of Protective Covenants for Hickory Hollow recorded in Book 5125, page 769, as amended in Book 5189, page 947, Book 5337, page 933, Book 5441, page 968, Book 5792, page 491, Book 5951, page 26, Book 6095, page 948 and Book 6011, page 163, all as recorded in the Register's Office for Davidson County, Tennessee.
   d. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record in Instrument No. 20110228-0015920, amended and restated in Instrument No. 20110302-0016742, said Register's Office.
   e. Agreement between Hickory Hollow Associates and Hickory Hollow Mall of record in Book 6321, page 311, said Register's Office.
   f. Operating Agreement of record in Book 5098, Page 17, amended in Book 5318, page 780, said Register's Office.
   g. Assessments as set forth in the Declaration of Protective Covenants for Hickory Hollow of record in Book 5125, Page 769, said Register's Office.
   h. Assessments as set forth in the Second Amendment to the Declaration of Protective Covenants for Hickory Hollow of record in Book 5337, Page 933, said Register's Office.
   i. Assessments as set forth in the Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 5441, Page 968, said Register's Office.
   j. Assessments and Impact Fees as set forth in Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20110228-0015920, said Register's Office.
   k. Right of First Refusal and Purchase Option as set forth in Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20110228-0015920, said Register's Office.
   l. Easements as set forth in Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20110228-0015920, said Register's Office.
   m. Assessments and Impact Fees as set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20110302-0016742, said Register's Office.
   n. Right of First Refusal and Purchase Option as set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20110302-0016742, said Register's Office.
   o. Easements as set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20110302-0016742, said Register's Office.