PICK-UP

QUITCLAIM DEED

BILL GARRETT, Davidson County
Trans:T20110029659 DEEDQC
Recvd: 05/18/11 15:37 10 pgs
Fees:52.00 Taxes:0.00
20110518-0038158

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $0.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF May 2011.

Wendy Smotherman
Notary Public

MY COMMISSION EXPIRES: 1-9-2012
(AFFIX SEAL)

WENDY Y. SMOTHERMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

THIS INSTRUMENT WAS PREPARED BY
Rudy Title & Escrow, LLC
2012 21st Ave. South
Nashville, TN 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP / PARCEL NUMBER (S)
The Campus for Human Development	"New Owner"	
(NAME)	(NAME)	05106002500
P.O. Box 25309		
(ADDRESS)	(ADDRESS)	
Nashville, TN 37202		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF NO DOLLARS AND NO CENTS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE (S) AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT ALL OF WHICH IS HEREBY ACKNOWLEDGED, I/WE **Due West Company, a General Partnership** HEREINAFTER CALLED THE GRANTOR (S), HAVE BARGAINED AND SOLD, AND DO HEREBY QUITCLAIM AND CONVEY UNTO **The Campus for Human Development**, HEREINAFTER CALLED THE GRANTEE (S), THEIR HEIRS AND ASSIGNS, ALL OF MY RIGHT TITLE AND INTEREST IN AND TO THE FOLLOWING DESCRIBED TRACT/PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE AS FOLLOWS, TO WIT:

Land in the 11th Civil District of Davidson County, Tennessee, known as Lot No. 3 of the Medical Center Plan which Plan is of record in Book 4460, Page 158, Register's Office for said County, and more particularly described as follows:

Said Lot No. 3 fronts 132.91 feet on the westerly margin of Lentz Drive and runs back 309.85 feet on the northerly line and 304.72 feet on the southerly line to a rear line measuring 136.50 feet thereon.

Being the same property conveyed to Due West Company by Deed as of record in Book No. 10887, Page No. 656, Register's Office for Davidson County, Tennessee.

SEE ATTACHED EXHIBIT "A"

THIS INSTRUMENT WAS PREPARED WITH INFORMATION SUPPLIED BY THE GRANTEES &/OR GRANTORS. NO TITLE EXAMINATION WAS PERFORMED TO VALIDATE THE ACCURACY OF TITLE. THEREFORE THE PREPARER DOES NOT ACCEPT LIABILITY FOR THIS INSTRUMENT.

This is
( ) unimproved
(X) improved
property known as 508 Lentz Dr., Madison, TN 37115
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

Witness my/our hand (s) this the _____ day of _____, _____.

Due West Company
By: Brent Soper
Its: Partner

Due West Company
By: Harold Gentry
Its: Partner

STATE OF Tennessee
COUNTY OF Davidson

On this the 7th day of May, 2011, before me personally appeared **ROBERT HALEY**, to me known (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Partner (Title) of Due West Company, a General Partnership the within named bargainor, a General Partnership, and that he as such Partner (Title) executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, this the 7th day of May, 2011.

Charles P. Walker
Notary Public

CHARLES P. WALKER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires:
My Commission Expires: **September 8, 2013**

STATE OF Tennessee
COUNTY OF Davidson

On this the 11th day of May, 2011, before me personally appeared **CHI Y. RYU**, to me known (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Partner (Title) of Due West Company, a General Partnership the within named bargainor, a General Partnership, and that he as such Partner (Title) executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, this the 11th day of May, 2011.

Notary Public

AARON HARRIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 9-14-2014

STATE OF Tennessee
COUNTY OF Davidson

On this the 7th day of May, 2011, before me personally appeared **MICHAEL ELLIS**, to me known (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Partner (Title) of Due West Company, a General Partnership the within named bargainor, a General Partnership, and that he as such Partner (Title) executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, this the 7th day of May, 2011.

Charles P. Walker
Notary Public

My Commission Expires: **My Commission Expires: September 8, 2013**

CHARLES P. WALKER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

RETURN TO:
Rudy Title & Escrow, LLC
2012 21st Ave. South
Nashville, TN 37212

Due West Company
By: Robert Haley
Its: Partner

Due West Company
By: Chi Y. Ryu
Its: Partner

Due West Company
By: Michael Ellis
Its: Partner

STATE OF Tennessee
COUNTY OF Davidson

On this the 7th day of May, 2011, before me personally appeared **BRENT SOPER**, to me known (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Partner (Title) of Due West Company, a General Partnership the within named bargainor, a General Partnership, and that he as such Partner (Title) executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, this the 7th day of May, 2011.

Notary Public

CHARLES P. WALKER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: **My Commission Expires: September 8, 2013**

STATE OF Tennessee
COUNTY OF Davidson

On this the 16 day of MAY, 2011, before me personally appeared **HAROLD GENTRY**, to me known (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Partner (Title) of Due West Company, a General Partnership the within named bargainor, a General Partnership, and that he as such Partner (Title) executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, this the 16 day of MAY, 2011.

Notary Public

WENDY L CRIST
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11-07-12

"EXHIBIT A"

CONDENSED APPRAISAL REPORT

ASSIGNMENT INFORMATION

Property Identification:	Report Prepared By:	Report Prepared For (Client):
508 Lentz Drive Madison, Tennessee Davidson County, 37115	Pat McGuigan McGuigan & Associates 3207 West End Avenue, Suite 201 Nashville, Tennessee 37203 (615) 327 -0662 commercial@mcgapp.com	Mr. Robert Haley Due West Company 102 Brighton Close Nashville, Tennessee 37205
Current Tax Appraisal: $211,300		
Owner: Due West Company **Tax ID:** 051-06-025.00		

INTENDED USE

The intended use of this report is for estate planning purposes.

SALE, OPTION, LISTING & OFFER HISTORY

Comments: There have been no sales transactions of the subject property in the past five years. The subject property is not under contract or listed for sale. McGuigan and Associates, LLC has not appraised the subject property in the past three years.

MARKET ANALYSIS

Comments: The subject property is located on the east side of Lentz Drive, south of Due West Avenue. The subject property is located in a small pocket of office, medical office and commercial properties surrounded by residential properties. Good Pasture High School is in the subject's immediate area. The market is currently stable.

PROPERTY DESCRIPTION

Lot Size	0.97 acres or 42,253 square feet	Occupancy (owner vs. tenant / %)	N/A – Vacant Land
Improvement Size	N/A	Zoning	OG – Office General
Topography	Level	Conformance to Zoning	Conforms
Quality	Average	Property Type	Commercial
Condition	Average	Current Use	Vacant Lot
In Flood Plain	No – Zone X	Flood Map Panel/Date	47037C0226F dated April 20, 2001
		Source of Site & Improvement Area	Public Records

Comments: The subject property is currently a vacant commercial lot. The dimensions are 133 feet by 310 feet.

HIGHEST & BEST USE

Comments: Someone holding land or developer is the most likely buyer of the subject property. The highest and best use is to hold for future development.

VALUATION - SALES COMPARISON APPROACH				
Characteristic	Subject	Comparable 1	Comparable 2	Comparable 3
Address	508 Lentz Drive, Madison	2700 Elm Hill Pike, Nashville	1250 Robinson Road, Old Hickory	7860 Learning Lane, Nashville
Sale Date	N/A	5/11/2010	12/18/2009	2/26/2010
Sale Price	N/A	$650,000	$425,000	$425,000
Site Size in SF	42,253 SF	104,109 SF	50,094 SF	54,450 SF
Site Size in Acres	0.97 Acre	2.39 Acres	1.15 Acres	1.25 Acres
Sales $/SF		$6.24	$8.48	$7.81
Total Adjustments		-15%	-25%	-25%
Adjusted $/SF		$5.30	$6.36	$5.86
Overall Comparability to Subject:		Comparable	Comparable	Comparable

Analysis of Sales and Reconciliation:

Adjustments

Sale #1 was adjusted +10% for larger site size, -10% for superior zoning, and -15% for superior location/traffic count.

Sale #2 was adjusted -10% for superior zoning and -15% for superior location/traffic count.

Sale #3 was adjusted -10% for superior zoning and -15% for superior location/traffic count.

The sales have an adjusted range of $5.30 to $6.36 per square foot. We have concluded in the lower end of the range at $5.50 per square foot.

42,253 square feet @ $5.50 per square foot = $232,408

Rounded: $230,000

$230,000

VALUE ESTIMATE - SALES COMPARISON				
Date of Report	**Date of Inspection**	**Effective Date of Value**	**Interest Appraised**	**Market Value "As Is"**
4/1/2011	3/21/2011	3/21/2011	Fee Simple	$230,000

SCOPE / INTENDED USE / INTENDED USER

This **CONDENSED** appraisal report is presented in a **SUMMARY** format. The significant elements of scope included the following: an exterior inspection of the subject property and environs. Collection, verification and analysis of rental data. The most probably buyer for the subject property is an owner occupier or developer and the Sales approach was analyzed. The Cost and Income approaches were deemed unnecessary in the valuation of the subject property. It is the appraisers' opinion that the scope of research and analysis associated with this appraisal in adequate to produce a credible value conclusion that will serve the client's needs.

This appraisal report is **INTENDED** for **USE** for estate planning purposes.

Intended users of the report may include: Members of the Due West Company and/or its assignees

Marketing Time: Given the existing market information from an historic perspective, as well as the anticipated supply line of directly competing product, the appraisers believe that the subject property, at the concluded value of this appraisal, would require a marketing time of 12 months.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
7. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the edition of the Uniform Standards of Professional Appraisal Practice current and FIRREA as of the date of the appraisal.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant professional assistance to the person signing this report.
11. The value of this report is subject to the requirements of the Appraisal Institute relating to review by its duty authorized representative.
12. As of the date of this report, I have completed the continuing education requirements established by the Appraisal Institute.

Appraiser's Name / Signature: 

State Certification #: CG-610

Date:12/27/2011

General Assumptions & Limiting Conditions

This appraisal report has been made with the following general assumptions:

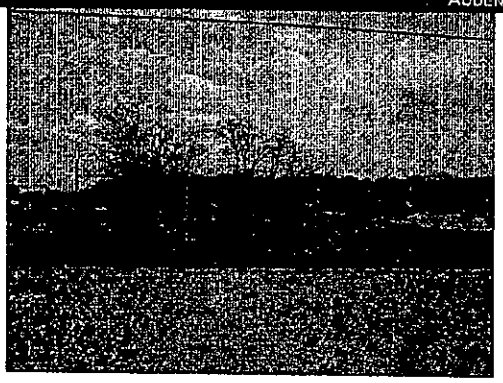
1. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
2. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable.
6. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
7. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.
8. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
9. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
10. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

Definition of Market Value

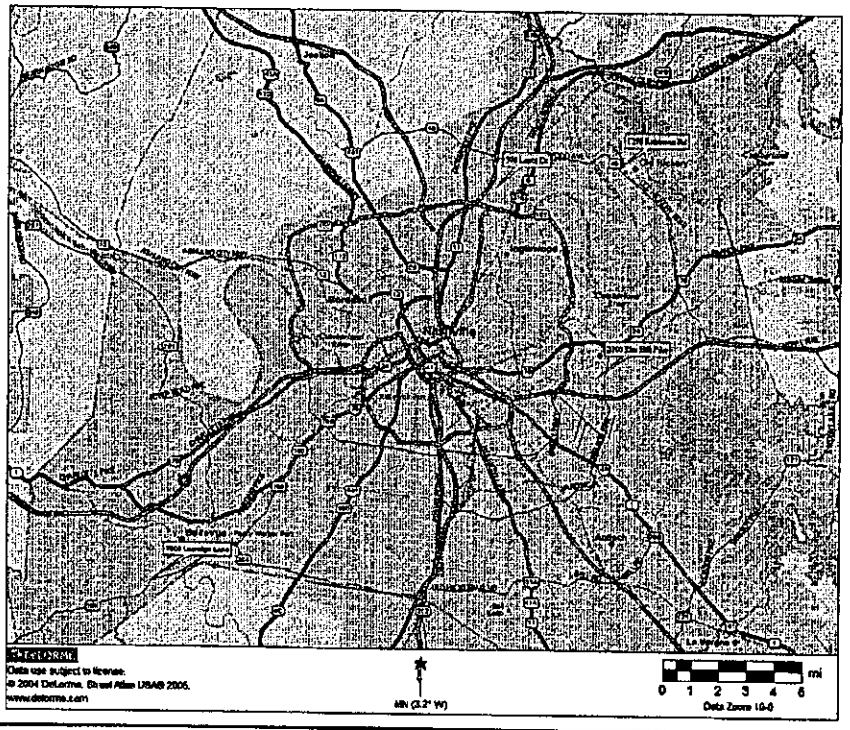
"Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider to be their own best interests;
3. A reasonable time is allowed for exposure to the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." – Source: 12 CFR 34.42(g).

Addenda Items







Subject Property & Comparables Map

Engagement Letter

McGuigan & Associates

Real Estate Appraisers

March 17, 2011

Mr. Robert Haley
Due West Company
102 Brighton Close
Nashville, TN 37205

Dear Mr. Haley:

This is our engagement letter for appraisal services. After your review, please sign and return this letter to Kevin McGuigan at email kevin@mcgapp.com or fax 615-320-7985.

We hereby agree that on, March 17, 2011, **Mr. Robert Haley**, hereinafter referred to as "Client", and **McGuigan & Associates, LLC**, hereinafter referred to as "Appraiser", agree to the following:

I. Identification: Client hereby engages Appraiser, and Appraiser hereby agrees to appraise that real property more particularly describes as follows:

A Vacant Commercial Lot
508 Lentz Drive
Madison, TN 37115
Tax ID #051-06-0-025.00

II. Purpose of the Appraisal: Appraiser agrees to furnish client a **Summary Form Appraisal Report of the Fee Simple, "As Is" Market Value** for the purpose of estimating value as of the date of inspection. The appraisal shall comply with the professional and ethical requirements of the professional appraisal organizations of which the Appraiser, or any one employed to assist, is a member.

III. Authorization and Data to be Furnished: Client authorizes the Appraiser to inspect the premises and agrees to furnish Appraiser with all pertinent data which appraiser requests in connection with the appraisal of the above-described property. If special legal instructions are to be considered by the Appraiser, such instructions shall be in writing and the basis for such instruction in applicable case law shall also be provided the Appraiser.

IV. Compensation: Client agrees to pay Appraiser, for services in appraising the above-described property, a fee of **$600, payable before delivery of the report.** It is understood and agreed that the fee is not contingent upon and bears no relationship to the valuation to be reported.

3207 WEST END AVENUE, SUITE 201 NASHVILLE, TENNESSEE 37203
(615) 327-0862 Fax (615) 320-7985
www.mcguiganappraisal.com

V. Completion Date Estimate: Appraiser agrees to use his best efforts to complete this appraisal on or before **April 5, 2011**. Said completion date is an estimate and does not take into consideration delays beyond the control of the Appraiser, such as illness, lack of specific necessary data and / or Acts of God.

VI. Testimony and Litigation Fee: In the event that Client requests the testimony of Appraiser concerning the appraisal at any length proceeding, Appraiser agrees to render such testimony and be available for such purpose, providing reasonable notice is furnished by Client of the pendency of such legal proceedings and of the requirement that Appraiser testify. In the event Client so requests Appraiser to testify at legal proceedings, Client agrees to pay $150 per hour for Appraiser's services in connection with the time spent in preparation for litigation, depositions or other special pretrial proceedings, court appearances or appearances at other legal proceedings, and related travel time to and from the appraiser's office and place of the pretrial meetings, depositions, hearings, court or other legal proceedings. Client also agrees to pay all reasonable expenses in connection therewith upon receipt of Appraiser's statement. Appraiser will provide itemization of expenses upon Client's request.

VII. Collection: Client and Appraiser agree that simple interest of one percent (1%) per month with a maximum of twelve percent (12%) per annum will accrue on any balance for compensation or expense reimbursement due to Appraiser and remaining unpaid as of the date due. Client also agrees to pay Appraiser's reasonable expenses incurred in collecting all amounts due and owing under the terms of this Agreement, including court costs and reasonable attorney's fees.

The signatures approve this agreement by Client and Appraiser on March 17, 2011.

Patrick J. McGuigan, SRA, SRPA
3207 West End Avenue, Suite 201
Nashville, Tennessee 37203
615-327 0662 Phone
615-320-7985 Fax

Client's Signature_____

Client's Name Printed_____