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(a)

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CONFIRMATORY QUIT CLAIM DEED

EFH REALTY ASSOCIATES, a Tennessee partnership, having an office c/o E. F. HUTTON & CO., INC., 1 Commerce Square, Memphis, Tennessee 38103, acting by and through its partners, 1975 Northgate Realty Manager, Inc. (formerly Monroe Computer Manager, Inc.) and Paul Bagley; 1975 NORTHGATE REALTY MANAGER, INC., a Delaware corporation having an office at 280 Park Avenue, New York, New York; PAUL BAGLEY, residing at 405 Goffle Hill Road, Hawthorne, New Jersey; DOUGLAS C. KRAMLICH, residing at 2462 Filbert Street, San Francisco, California 94123; and JOHN H.O. LaGATTA, residing at Locust Valley, New York, (all ofthe foregoing being collectively the "Seller"), for and in consideration of the sum of $10 paid to them, the receipt of which is hereby acknowledged, do hereby bargain, sell, remise, quit claim and convey to 1975 NORTHGATE REALTY INVESTORS, a Tennessee limited partnership having an office at c/o Robert W. Gelfman, 280 Park Avenue, New York, New York ("Purchaser"), all of their right, title and interest in and to the following described property together with the buildings, improvements and fixtures thereon and hereafter erected (the "Property"):

MAY25'76 MISC B* 16.00 * 16.00

This Document Was Prepared By:

Jonathan M. Lehr, Esq.
Battle, Fowler, Lidstone, Jaffin,
Pierce & Kheel
280 Park Avenue
New York, NY 10017

A tract of land in the City of Goodlettsville, 10th Civil District of Davidson County, Tennessee, and being Lot No. 1 on the Plan of Northgate Industrial Park, Section 1, as of record in Plat Book 4660, Page 111, Register's Office, Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a new concrete monument in the northwest corner of the herein described property and being in the northeasterly right of way of the L & N Railroad; thence leaving said right of way, North 77 degrees 30 minutes East 750.00 feet to a new concrete monument; thence North 12 degrees 30 minutes West 275.00 feet to a new concrete monument in the southerly margin of a 60-foot private road; thence with said private road in an easterly direction along a curve to the right, having a radius of 295 feet a distance of 50.00 feet to an iron pin at the beginning of a curve to the right in said road having a radius of 275 feet; thence around said curve in a southeasterly direction 415.73 feet to a new concrete monument; thence continuing with said road South 21 degrees 23 minutes 50 seconds East 1031.54 feet to a new concrete monument; thence leaving said road South 77 degrees 30 minutes West 1199.14 feet to a concrete monument in the northeast right of way of L & N Railroad thence with said right of way North 12 degrees 30 minutes West 993.50 feet to the point of beginning, containing 27.0 acres.

Together with an unrestricted easement for ingress and egress over a private road shown on plan of record in Book 4660, page 111, in the Register's Office for Davidson County, Tennessee.

Being property conveyed to Douglas C. Kramlich by deed dated July 9, 1974, recorded July 19, 1974 in said Register's Office in Book 4836 at page 87; and an interest in which property was conveyed by Douglas C. Kramlich to John H. O. LaGatta by deed dated May 23, 1975, recorded August 22, 1975 in said Register's Office in Book 4944 at page 600; and being property conveyed

by Douglas C. Kramlich and John H. O. LaGatta to EFH Realty Associates by two deeds dated November 17, 1975, recorded December 3, 1975 in said Register's Office in Book 4976 at page 475 and at page 480, respectively.

TOGETHER with all right, title and interest, if any, of Seller in and to any streets and roads abutting the Property to the center lines thereof.

TOGETHER with the appurtenances and all the estate and right of Seller in and to the Property.

This conveyance is subject to:

1. General and special taxes which are not yet due and payable.

2. Deed of Trust to David G. Williams and Joseph S. Sims for the benefit of Shelby Funding Corporation, dated July 9, 1974, as of record in Book 4836, page 90, Register's Office for Davidson County, Tennessee, as assigned to The First National Bank of Memphis.

3. Easements as shown on the plat of Northgate Industrial Park, Section 1, recorded in Book 4660, page 111, Register's Office for Davidson County, Tennessee.

4. Restrictive Covenants recorded in Book 4836, page 43, Register's Office for Davidson County, Tennessee.

5. Rights of way of the L & N Railroad.

6. Rights of way, easements, covenants and restrictions of record, none of which prohibit the erection and use of the improvements referred to in the Property Agreement referred to in item 7 below.

7. Property Agreement, dated as of July 9, 1974, between Malone & Hyde, Inc. and Douglas C. Kramlich.

8. Assignment and Pledge, dated July 9, 1974, from Douglas C. Kramlich to The First National Bank of Memphis.

9. Construction Loan Agreement, dated July 9, 1974, between Shelby Funding Corporation and Douglas C. Kramlich.

1975 Northgate Realty Manager, Inc. and Paul Bagley represent and warrant that they are the sole partners in EFH Realty Associates, a partnership.

This is a confirmatory deed confirming the transfer of record ownership by reason of the change of name of EFH Realty Associates, a partnership, to 1975 Northgate Realty Investors and the reconstitution of such partnership as a Tennessee limited partnership.

TO HAVE AND TO HOLD the Property, together with all appurtenances thereunto belonging or in any wise appertaining to Seller, his heirs and assigns, in fee simple forever.

IN WITNESS WHEREOF, the parties constituting Seller have caused this Deed to be executed as of the 14th day of May, 1976.

EFH REALTY ASSOCIATES

Paul Bagley
PAUL BAGLEY

1975 NORTHGATE REALTY MANAGER, INC.

By Paul Bagley
Paul Bagley, Vice Pres.

By Paul Bagley
Paul Bagley, General Partner

By: 1975 Northgate Realty Manager, Inc., General Partner

By Paul Bagley
Paul Bagley, Vice Pres.

DOUGLAS C. KRAMLICH

JOHN H. O. LaGATTA

Address of new owner:

same as above

Mail tax bills to (Person or Agency responsible for payment of taxes)
1975 Northgate Realty Investors
c/o E. F. Hutton & Co., Inc.
1 Commerce Square, Memphis, Tennessee 38103

Property address: 201 S. Castleright St.
Goodlettsville, Tenn.

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I hereby swear that no consideration was paid for this transfer.

Jonathan M. Leb, President of 1975 Northgate Realty Manager, Inc.
Affiant

Subscribed and sworn before me this 12 day of May, 1976.

Ingrid M. Herbel
Notary Public

My commission expires:
INGRID M. HERBEL
NOTARY PUBLIC, State of New York
No. 31-4616037
Qualified in New York Co.
Commisson Expires March 30, 197 7

INGRID M. HERBEL NOTARY PUBLIC STATE OF NEW YORK

D50659

IDENTIF. REFERENCE

MAY 25 9 45 AM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

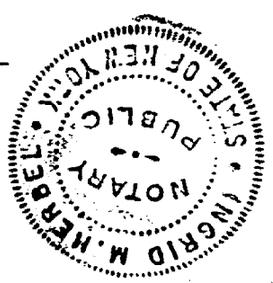
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public within and for said County and State duly commissioned and qualified, personally appeared PAUL BAGLEY, with whom I am personally acquainted and who, upon his oath, acknowledged himself to be the Vice-President of 1975 NORTHGATE REALTY MANAGER, INC., the within named bargainor, a Delaware corporation, one of the partners of EFH Realty Associates, a partnership, and that he as such Vice-President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by the corporation by himself as such Vice-President of said corporation.

WITNESS my hand and Notarial Seal of office this 14 day of May, 1976.

Ingrid M. Herbel
Notary Public

INGRID M. HERBEL
NOTARY PUBLIC, State of New York
No. 31-4615037
Qualified in New York Co.
Commisson Expires March 30, 1977



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared PAUL BAGLEY, the within named bargainor, with whom I am personally acquainted and who, upon his oath, acknowledged himself to be a partner of EFH Realty Associates, a partnership, and that as such partner, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such partner.

WITNESS my hand and Notarial Seal in said County at N Y C, this 14 day of May, 1976.

Ingrid M. Herbel
Notary Public

My commission expires:

INGRID M. HERBEL
NOTARY PUBLIC, State of New York
No. 31-4616037
Qualified in New York Co.
Commisson Expires March 30, 1977



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public within and for said County and State, duly commissioned and qualified, personally appeared PAUL BAGLEY, with whom I am personally acquainted and who, upon his oath, acknowledged himself to be the Vice-President of 1975 NORTHGATE REALTY MANAGER, INC., the within named bargainor, a Delaware corporation, and that he as such Vice-President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice-President.

WITNESS my hand and Notarial Seal of office this 14 day of May, 1976.

Ingrid M. Herbel
Notary Public

My commission expires:

INGRID M. HERBEL
NOTARY PUBLIC, State of New York
No. 31-4616037
Qualified in New York Co.
Commisson Expires March 30, 1977

INGRID M. HERBEL • NOTARY PUBLIC • STATE OF NEW YORK

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public within and for said County and State, duly commissioned and qualified, personally appeared PAUL BAGLEY, the within named bargainor, with whom I am personally acquainted and who, upon his oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal in said County at N.Y.N.Y., this 14 day of May, 1976.

Ingrid M. Herbel
Notary Public

My commission expires:

INGRID M. HERBEL
NOTARY PUBLIC, State of New York
No. 31-4616037
Qualified in New York Co.
Commisson Expires March 30, 1977

INGRID M. HERBEL • NOTARY PUBLIC • STATE OF NEW YORK

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public within and for said County and State, duly commissioned and qualified, personally appeared DOUGLAS C. KRAMLICH, the within named bargainor, with whom I am personally acquainted and who, upon his oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal in said County at NEW YORK, NY, this 14TH day of May, 1976.

James P McCann
Notary Public

My commission expires:

MARCH 30, 1978

JAMES P. McCANN
NOTARY PUBLIC, State of New York
No. 31-7793079
Qualified in New York County
Commission Expires March 30, 1978

NOTARY PUBLIC • JAMES P. McCANN • STATE OF NEW YORK

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public within and for said County and State, duly commissioned and qualified, personally appeared JOHN H. O. LaGATTA, the within named bargainor, with whom I am personally acquainted and who, upon his oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal in said County at NEW YORK, NEW YORK, this 14TH day of May, 1976.

Notary Public

My commission expires:

MARCH 30, 1978

JAMES P. McCANN
NOTARY PUBLIC, State of New York
No. 31-7793079
Qualified in New York County
Commission Expires March 30, 1978

NOTARY PUBLIC • JAMES P. McCANN • STATE OF NEW YORK