BOOK 5074 PAGE 856

870878

INCENTIVE REFERENCE

OCT 4 3 35 PM '76

FEE $ REGISTER
DAVIDSON COUNTY, TENN.

AGREEMENT

OF

EASEMENT, QUIT-CLAIM,

RELEASE, OPTION,

ASSUMPTION,

AMENDMENT, AND CORRECTION,

PERTAINING TO

BELLE FOREST

OCT-4'76	CONV	75,000.00			
OCT-4'76	S'TAX		B*	195.00	
OCT-4'76	PR'FEE		B*	.50	
OCT-4'76	W'DEED		B*	178.00	* 373.50

THIS INSTRUMENT PREPARED BY
DEARBORN & EWING, ATTORNEYS
1912 PARKWAY TOWERS
NASHVILLE, TENNESSEE 37219

CHANGES IN NASHVILLE-

DAVIDSON COUNTY REAL ESTATE

TAX RECORDS BY VIRTUE OF THIS

INSTRUMENT

PROPERTY AFFECTED	ADDRESS OF NEW OWNER	SENT TAX BILLS	MAP & PARCEL NO.
SEE EXHIBIT A (revised)	AMERICAN BUILDINGS COMPANY P.O. DRAWER A EUFALA, ALA. 36027	(same)	MAP 142, PARCEL NO., PART 21; MAP 128, PARCEL NOS., PART 98 PART 78, & 72 ---
SEE EXHIBIT C	BELLE WOOD, INC. & LEWIS E. GAINES c/o MILLER G. KIMBROUGH JR. UNITED AMERICAN BANK BUILDING 4th & CHURCH STREETS NASHVILLE, TN.	(same) c/o KIMBROUGH-ADKINS & ASSOC. UNITED AMERICAN BANK BUILDING 4th & CHURCH STREETS NASHVILLE, TN	MAP 142, PARCEL NO., PART 21; MAP 128, PARCEL NOS., PARTS 78, 98

INDEX OF CONVEYANCES
AND
TABLE OF CONTENTS

INSTRUMENT	GRANTOR	GRANTEE	DESCRIPTION OF INSTRUMENT AFFECTED	BOOK/PAGE OF INSTRUMENT AFFECTED	"AGREEMENT" PAGE NO. SECTION NO.
Instrument of Correction	Henry Hudson & Kimbrough-Kavanaugh & Associates, Inc., Trustors	Henry Hudson, Trustee	"Agreement"	4320/412	15(2.01)
Instrument of Correction	Kimbrough-Kavanaugh & Associates, Inc.	Henry Hudson	"Agreement"	4436/626	15(2.02)
Quitclaim Deed	Henry Hudson, Trustee Kimbrough-Kavanaugh & Associates, Inc., Lewis E. Gaines Co-Trustee Cecil E. Thompson Co-Trustee	Henry Hudson	Plat of "Belle Forest Shopping Center" Book	4320/412	16(2.02) 17(2.05) Exhibit F-7-B
Instrument of Correction	Henry Hudson Kimbrough-Kavanaugh & Associates, Inc.	Miller G. Kimbrough, Jr. Trustee	"Agreement"	4514/679 4538/486	16(2.03)
Instrument of Correction	Henry H. Hudson and wife, Ruth C. Hudson	Miller G. Kimbrough, Jr. Trustee	"Quitclaim Deed"	4514/681	16(2.04)
Instrument of Correction	Henry Hudson	Kimbrough-Kavanaugh & Associates, Inc.	"Quitclaim Assignment"	4514/685	16,17(2.05)
Instrument of Correction	Third National Bank in Nashville, Trustee	Miller G. Kimbrough, Jr., Trustee	Quitclaim Deed	4545/139	17(2.06
Amendment	Kimbrough-Kavanaugh & Associates, Inc.	Miller G. Kimbrough, Jr., Trustees	"Agreement"	4320/412	17(2.07)

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INSTRUMENT	GRANTOR	GRANTEE	DESCRIPTION OF INSTRUMENT AFFECTED	BOOK/PAGE OF INSTRUMENT AFFECTED	AGREEMENT PAGE NO. SECTION NO.
Instrument of Correction	Kimbrough-Kavanaugh & Associates, Inc.	Lewis E. Gaines, Trustee	"Assignment of Beneficial Interest"	4807/332	17(2.08)
Instrument of Correction	Lewis E. Gaines, Trustee	Lewis E. Gaines, Trustee	"Land Trust Agreement"	4807/340	18(3.01)
Agreement	Bellewood, Inc., Lewis E. Gaines, Lewis E. Gaines, Trustee, Thomas Enterprises, Inc., Cecil E. Thompson, and Lloyd McCollough	American Buildings Company	"Consent to Assignment and Assignment"		18(3.02, 3.03)
	NOTE: ARTICLE IV OF AGREEMENT IS VOID				
Quitclaim Deed	Lewis E. Gaines, Co-Trustee, and Cecil E. Thompson, Co-Trustee	Belle Wood, Inc. Lewis E. Gaines	Tracts in 8th & 9th Civil Districts		21(5.01.01) Exhibit F-7-A
Quitclaim Deed	Miller G. Kimbrough, Jr., Trustee Lewis E. Gaines, Co-Trustee Cecil E. Thompson, Co-Trustee	Belle Wood, Inc. Lewis E. Gaines	Tracts in 8th & 9th Civil Districts		21(5.01.02) Exhibit C
Quitclaim Deed	Miller G. Kimbrough, Jr., Trustee Lewis E. Gaines, Co-Trustee Cecil E. Thompson, Co-Trustee	American Buildings Company	3 tracts in the 8th and 9th Civil Districts		21(5.01.03) Exhibit A

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INSTRUMENT	GRANTOR	GRANTEE	DESCRIPTION etc.	BOOK/PAGE etc.	"AGREEMENT" etc.
Easement	Belle Wood, Inc. Lewis E. Gaines	American Buildings Company	Tracts in the 8th & 9th Civil Districts		22(5.02)
	NOTE: ARTICLE VI OF AGREEMENT IS VOID				
Partial Release	Third National Bank, Trustee	Henry Hudson, Trustee American Buildings Company	"Installment Deed"	4310/579	25,26(7.01) Exhibit C
Assumption Agreement	American Buildings Company	Third National Bank, Trustee			25(7.01)
Full Release	Third National Bank Trustee	Henry Hudson, Trustee American Buildings Company, Belle Wood, Inc. & Lewis E. Gaines	"Contract"-Land in 8th and 9th Civil Districts		26(7.02)
Option	American Buildings Company	Third National Bank, Trustee	Land in 8th and 9th Civil Districts		26(7.02)

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A G R E E M E N T

BOOK 5074 PAGE 861

THIS AGREEMENT, made and entered into this 21st day of January, 1976, by and among Miller G. Kimbrough, Jr., Trustee, under a Trust Agreement of record in Book 4320, page 412, Register's Office for Davidson County, Tennessee, and having been appointed Substitute Trustee under an agreement of record in Book 4514, page 679, Register's Office for Davidson County, Tennessee, hereinafter referred to as "Kimbrough Trustee"; Lewis E. Gaines, Co-Trustee, under a Trust Agreement of record in Book 4807, page 340, Register's Office for Davidson County, Tennessee, hereinafter referred to as "Gaines Co-Trustee"; Cecil E. Thompson, Co-Trustee, under Trust Agreement of record in Book 4807, page 340, Register's Office for Davidson County, Tennessee, and having been appointed Co-Trustee with Gaines Co-Trustee by instrument of record in Book 4945, page 944, Register's Office for Davidson County, Tennessee, hereinafter referred to as "Thompson Co-Trustee"; Third National Bank, Trustee, under the will of W. L. Horn, of record in Book 52, page 232, Davidson County Court Clerk's Office, hereinafter referred to as "Third National Trustee"; ~~Centennial Equities Corporation, a New York corporation, having its principal office at 4 East 24th Street, New York, New York, 10010, hereinafter referred to as "Centennial"~~; Kimbrough-Kavanaugh & Associates, Inc., a Tennessee corporation having its principal office at 404 James Robertson Parkway, Nashville, Tennessee, 37219, hereinafter referred to as "Kimbrough-Kavanaugh"; ~~Belle Forest, a joint venture created pursuant to the laws of Tennessee and originally composed of Centennial and Kimbrough-Kavanaugh, the interest of Kimbrough-Kavanaugh having since been assigned to Gaines Co-Trustee, hereinafter referred to as "Belle Forest"~~; Henry Hudson, Trustee, under an agreement of record in Book 4807, page 340, Register's Office for Davidson County, Tennessee, hereinafter referred to as "Hudson Trustee"; Henry Hudson (not as Trustee) and wife, Ruth C. Hudson, individual residents of Cheatham County, hereinafter collectively referred to as "Hudson";

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Belle Wood, Inc., (formerly named John H. Brandon & Co., Inc.) a Tennessee corporation having its principal office at 501 Union Building, Nashville, Tennessee, 37219, hereinafter referred to as "Belle Wood"; Lewis E. Gaines (not as Trustee), an individual resident of Davidson County, Tennessee, hereinafter referred to as "Gaines"; Thompson Enterprises, Inc., an Indiana corporation, hereinafter referred to as "Thompson Enterprises"; Cecil E. Thompson (not as Trustee), an individual resident of Tampa, Florida, hereinafter referred to as "Thompson"; Lloyd McCollough, an individual resident of Elkhart County, Indiana, hereinafter referred to as "McCollough"; and American Buildings Company, a Delaware corporation having its principal place of business at Eufaula, Alabama, hereinafter referred to as "ABC".

W I T N E S S E T H:

WHEREAS, certain terms are defined in Article 1 of this Agreement, and such terms as used in this Agreement shall have the meanings so ascribed thereto as in Article I hereof; and

WHEREAS, by the Legal Title Trust Agreement, dated February 18, 1969, of record in Book 4320, page 412, Register's Office for Davidson County ("RODC"), Hudson, Hudson Trustee, and Kimbrough-Kavanaugh created a certain Land Trust and Joint Venture relating to the First Fleming Tract and Parcels 7, 7-A, 7-B and 8; and

WHEREAS, prior to the date of the Legal Title Trust Agreement, Hudson had acquired, by Executor's Installment Deed, dated December 28, 1967, of record in Book 4310, page 572, RODC, the First Fleming Tract (the lien of such Installment Deed having been released March 4, 1971 by instrument of record in Book 4484, page 371, RODC) and Hudson Trustee had acquired by the Third National Trustee Deed Parcels 7, 7-A, 7-B and 8 (the lien of such Trustee Deed having been partially released by instruments of record in Book 4320, page 410, Book 4419, 829, Book 4652 page 390, and Book 4950, page 250; and

WHEREAS, by Deed of Trust, dated March 25, 1969, of record in Book 4320, page 403, RODC, Hudson Trustee conveyed Parcel 7-A to Miller Kimbrough, Trustee, such instrument being amended by Amendment to Deed of Trust and Consolidation Agreement, among Hudson Trustee,

Miller Kimbrough, Trustee, and Kimbrough-Kavanaugh, dated August 11, 1970, of record in Book 4437, page 648, RODC; and

WHEREAS, by Subordination Agreement, dated November 19, 1970, of record in Book 4461, page 619, RODC, the Legal Title Trust Agreement and the interest of the parties thereto were subordinated to the aforesaid Deed of Trust, as amended; and

WHEREAS, by Installment Deed, dated July 27, 1970, of record in Book 4435, page 949, RODC, Hudson acquired Parcels 3, 3-A, 4 and 5 (the lien of such deed having been released by instrument dated February 21, 1974, of record in Book 4790, page 384, RODC); and

WHEREAS, by Agreement dated May 25, 1970, of record in Book 4436, page 626, RODC, among Hudson, Hudson Trustee and Kimbrough-Kavanaugh, the parties thereto, referring and pursuant to the Legal Title Trust Agreement confirmed that lots 1 and 2, as shown on a Plat of record in Book 4175, page 124, RODC, such lots collectively constituting Parcel 7-B, were owned beneficially by Hudson and that any conveyance by Hudson Trustee would be good without joinder or approval of Kimbrough-Kavanaugh; and

WHEREAS, by three instruments dated June 24, 1971, of record respectively in Book 4514, page 679 (rerecorded in Book 4538, page 486), Book 4514, page 681, and Book 4514, page 685, RODC, (i) Kimbrough Trustee was appointed substitute trustee under the Legal Title Trust Agreement in the place and stead of Hudson Trustee, (ii) Hudson conveyed to Kimbrough Trustee the First Fleming Tract and Parcels 3, 3-A, 4 and 5, and, (iii) Hudson assigned all of his right, title and interest under the Legal Title Trust Agreement in and to Parcels 7, 7-A, 7-B and 8 to Kimbrough-Kavanaugh; and

WHEREAS, by Quitclaim Deed, dated October 12, 1971, of record in Book 4545, page 139, RODC, Kimbrough Trustee acquired from Third National Trustee, Parcel 6; and

WHEREAS, by Warranty Deed, dated December 15, 1971, of record in Book 4561, page 539, RODC, Kimbrough Trustee conveyed Parcel 7-A to Belle Forest; and

WHEREAS, by Memorandum of Option Agreement, dated December 15, 1971, of record in Book 4561, page 545, RODC, notice was given that Kimbrough Trustee and Kimbrough-Kavanaugh had granted Centennial an option relating to property intended to be the Centennial Option Property; and

WHEREAS, by Deed of Correction, dated July 6, 1972, of record in Book 4621, page 68, RODC, the Installment Deed of record in Book 4310, page 572, RODC, and the Quitclaim Deed of record in Book 4514, page 681, RODC, conveying the First Fleming Tract first to Hudson, and then from Hudson to Kimbrough Trustee, were corrected so that the descriptions of the property conveyed thereby were changed so as to convey Parcels 1 and 2; and

WHEREAS, by Warranty Deed, dated January 18, 1973, of record in Book 4721, page 62, RODC, Kimbrough Trustee conveyed Parcel 3-A to Historical Landmarks Association; and

WHEREAS, by Assignment of Beneficial Interest in Real Estate, dated April 18, 1974, of record in Book 4807, page 332, RODC, Kimbrough-Kavanaugh assigned to Gaines Co-Trustee, all of its right, title and beneficial interest in Parcels 3, 3-A, 4, 5, 7, 7-A, 7-B and the First Fleming Tract; and

WHEREAS, by Land Trust Agreement, dated April 18, 1974, of record in Book 4807, page 340, RODC, Belle Wood, Gaines, James E. Hertz, Thompson and McCollough together with Gaines Co-Trustee created the Beneficial Title Trust whereby Gaines Co-Trustee held beneficial title for the other parties thereto of the property conveyed to Gaines Co-Trustee by the assignment of record in Book 4807, page 332, RODC, and in addition to such property, all right, title and interest formerly vested in Kimbrough-Kavanaugh in Belle Forest, the same having been conveyed to Gaines Co-Trustee by an unrecorded instrument of even date; and

WHEREAS, by Amendment to Land Trust Agreement, dated March 3, 1975, of record in Book 4945, page 944, RODC, the unrecorded conveyances by James E. Hertz to McCollough Construction and of Thompson to Thompson Enterprises of their beneficial interest under the

Beneficial Title Trust Agreement were noted, Thompson Co-Trustee was appointed, and the Beneficial Title Trust Agreement was appropriately amended; and

WHEREAS, by an unrecorded instrument, dated March 28, 1975, McCollough Construction conveyed its beneficial interest under the Beneficial Title Trust Agreement to Thompson; and

WHEREAS, by unrecorded instrument, dated September 4, 1975, Thompson Enterprises, Thompson and McCollough conveyed their beneficial interest under the Beneficial Title Trust Agreement to ABC (and conditionally accepted by ABC subject to execution of this Agreement) so that as a result of the foregoing conveyances of beneficial interests Gaines Co-Trustee and Thompson Co-Trustee (subject to compliance or waiver of certain provisions of the Legal Title Trust Agreement and the Beneficial Title Trust Agreement) hold beneficial title under the Beneficial Title Trust Agreement for the benefit of the following persons having the interest therein as indicated: Belle Wood - 25%; Gaines - 25% and ABC - 50%; and

WHEREAS, by virtue of the foregoing chain of instruments certain inaccuracies, conflicts and real or apparent mistakes of title appear in the public record, to wit:

(1) Notwithstanding the recitations, assignments and purported applications of the Assignment of Beneficial Interest in Real Estate of record in Book 4807, page 332, RODC, the Beneficial Title Trust Agreement, the Amendment to Land Trust Agreement, of record in Book 4945, page 944, RODC, and the unrecorded conveyances of beneficial interest in the Beneficial Title Trust Agreement, all of which contain or refer to legal descriptions of the First Fleming Tract, Parcels 3, 3-A, 4, 5, 7, 7A and 7-B,

(a) Kimbrough Trustee is the owner of legal title to Parcels 1, 2, 3, 4, 5, 6 and 7; (i) Kimbrough Trustee (or his predecessor) having previously conveyed to others Parcels 3-A, 7-A and 7-B, (ii)

the instrument conveying the First Fleming Tract having been corrected by the Deed of Correction in Book 4621, page 68, to be a conveyance of Parcels 1 and 2, and (iii) title to Parcel 6 having been acquired by Kimbrough Trustee by Quitclaim Deed of record in Book 4545, page 169;

(b) Of the property held by Kimbrough Trustee, the Legal Title Trust Agreement only applies to Parcels 1 and 2 (as corrective conveyances of the First Fleming Tract), Parcel 7 and Parcel 6 (as a corrective or additional conveyance intended to be made by the Third National Trustee Deed), (i) Parcels 3, 3-A and 5 never having been included in the Legal Title Trust Agreement, and (ii) Parcels 7-A and 7-B having previously been conveyed or released to others;

(c) Of the property subject to the Legal Title Trust Agreement, that is Parcels 1, 2, 6 and 7, the beneficial interest therein is held as follows: as to Parcels 1 and 2 -- Hudson 50% and Gaines Co-Trustee and Thompson Co-Trustee 50%, the assignment from Hudson to Kimbrough-Kavanaugh of record in Book 4514, page 685, of Hudson's beneficial interest under the Legal Title Trust Agreement having excluded the First Fleming Tract and therefore Parcels 1 and 2; as to Parcel 6, Kimbrough-Kavanaugh - 100%, Parcel 6 having been excluded from the assignment from Kimbrough-Kavanaugh to Gaines Co-Trustee in Book 4807, page 332, RODC; and as to Parcel 7 Gaines Co-Trustee and Thompson Co-Trustee - 100%.

(2) The Legal Title Trust Agreement refers to two exhibits attached to the agreement which were not attached to the instrument of record.

(3) The agreement dated May 25, 1970, of record in Book 4436, page 626, RODC, refers to releases of Lots 1 and 2 on the Plat of record in Book 4175, page 124 as being attached was filed for record without such releases attached or recorded.

(4) The agreement dated June 24, 1971, of record in Book 4514, page 679, RODC, refers to Miller G. Kimbrough and Miller G. Kimbrough, Jr., both in the context of substitute trustee of Hudson Trustee.

(5) Parcels 3, 3-A, 4 and 5 were conveyed to Kimbrough Trustee by instrument of record in Book 4514, page 681, RODC, without amendment to the Legal Title Trust Agreement as the parties intended.

(6) The beneficial interest of Hudson under the Legal Title Trust Agreement in Parcels 7, 7-A, 7-B and 8 was assigned to Kimbrough-Kavanaugh by Quitclaim Assignment of record in Book 4514, page 685, while the parties intended such assignment to include Parcels 1, 2, 3, 3-A, 4, 5, 7 and 7-A and to exclude Parcel 7-B.

(7) The Memorandum of Option Agreement of record in Book 4561, page 545, was filed for record without Exhibit A, referred to therein, being attached.

(8) The Assignment of Beneficial Interest in Real Estate of record in Book 4807, page 332, the Beneficial Title Trust Agreement, the Amendment to Land Trust Agreement of record in Book 4945, page 944, RODC, and the unrecorded conveyances of beneficial interest in the Beneficial Title Trust Agreement are incorrect as set forth in Paragraph 1 above and were intended to recite, assign and apply to Parcels 1 and 2 (as a corrective conveyance of the First Fleming Tract) 3, 4, 5, 6 (as a corrective or additional conveyance intended to be made by the Third National Trustee Deed) and 7, with

title being held to all such parcels by Kimbrough Trustee, and with the Legal Title Trust Agreement applying to all such parcels, with Gaines Co-Trustee owning the beneficial interest in all of such parcels pursuant to the Beneficial Title Trust Agreement.

WHEREAS, the parties hereto desire to correct and properly reflect of record the intended ownership, both legal and beneficial, of the parcels subject to or intended to be subject to the Legal Title Trust Agreement and the Beneficial Title Trust Agreement; and

WHEREAS, Belle Wood, Gaines and ABC desire to terminate and dissolve the Legal Title Trust Agreement and the Beneficial Title Trust Agreement and to distribute the properties subject or intended to be subject to such agreements to themselves, free of trust and to make certain other agreements regarding the ownership and use of such distributed properties, subject to the interest of Belle Forest, Centennial, and Third National Trustee, previously existing, as hereinafter amended.

NOW, THEREFORE, in consideration of the premises, the covenants, agreements, undertakings, deeds, assignments, conveyances and releases hereinafter contained, One Dollar ($1.00) cash in hand paid from ABC to each and every other party to this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I

DEFINITIONS

1. For the purpose of this Agreement the following terms shall have the meanings ascribed thereto in Section 1.01 through 1.47, inclusive.

1.01 "ABC" means American Buildings Company, a Delaware corporation having its principal office in Eufaula, Alabama, ABC being the conditional assignee of the beneficial interest of Thompson Enterprises, Thompson and McCollough under the Beneficial Title Trust Agreement, and ABC being one of the parties to this Agreement.

1.02 "ABC Perimeter Road" means that portion of the Perimeter Road located within the boundaries of the ABC Property.

1.03 "ABC Property" means all that tract or parcel of land lying and being in Davidson County, Tennessee, bounded in part by Old Hickory Boulevard and U.S. Highway 70 South and being more particularly described in Exhibit A attached hereto and by reference made a part hereof.

1.04 "Belle Forest" means Belle Forest, a joint venture, created pursuant to the laws of the State of Tennessee by virtue of an unrecorded agreement dated December 15, 1971, between Centennial Equities and Kirkbrough-Kavanaugh, as Venturers, Belle Forest being the owner of Parcel 7-A, and one of the parties to this Agreement.

1.05 "Belle Wood" means Belle Wood, Inc., a Tennessee corporation, having its principal office at 501 Union Building, Nashville, Tennessee, Belle Wood having changed its name from John H. Brandon & Co., Inc., by Charter Amendment, a copy of which is of record in Book 4908, page 723, RODC. Belle Wood is the owner and holder of twenty-five percent (25%) of the beneficial interest under the Beneficial Title Trust Agreement and is a party to this Agreement.

1.06 "Beneficial Title Trust" means the trust and joint venture relationship created by the Beneficial Title Trust Agreement.

1.07 "Beneficial Title Trust Agreement" means that certain instrument styled "Land Trust Agreement" dated April 18, 1974, of record in Book 4807, page 340, RODC, between John H. Brandon & Co., Inc. (now Belle Wood), Gaines, James E. Hertz, Thompson and McCollough, all as Venturers, and Gaines Co-Trustee, and all amendments to such agreement and all assignments of beneficial interest thereunder from the original Venturers, their successors and assigns.

1.08 "BG Extension Road" means a fifty (50) foot wide strip of land extending in a northerly direction generally from the northern most point of the Perimeter Road, across a portion of Parcel 7-A and a portion of the BG Property, to the ABC Property and being more particularly described in Exhibit B attached hereto and by reference made a part hereof.

1.09 "BG Perimeter Road" means the Perimeter Road, less and except the ABC Perimeter Road.

1.10 "BG Property" means all that tract or parcel of land lying and being in Davidson County, Tennessee, bounded in part by Old Hickory Boulevard and being more particularly described in Exhibit C attached hereto and by reference made a part hereof.

1.11 "Centennial" means Centennial Equities Corporation, a New York corporation, having its principal office at 4 East 24th Street, New York, New York, 10010, Centennial being one of the persons constituting Belle Forest, ~~and being one of the parties to this Agreement.~~

1.12 "Centennial Option" means that certain unrecorded Option Agreement, dated December 15, 1971, by and among Kimbrough Trustee, Kimbrough-Kavanaugh, and Centennial, a memorandum of which is of record in Book 4561, page 545, RODC, whereby Centennial was granted certain options in respect to the Centennial Option Property.

1.13 "Centennial Option Property" means all that tract or parcel of land lying in and being in Davidson County, Tennessee, bounded in part by Old Hickory Boulevard and U.S. Highway 70 South, and being more particularly described in Exhibit D attached hereto and by reference made a part hereof.

1.14 "First Fleming Tract" means that tract or parcel of land described in that instrument styled "Executor's Installment Deed", dated December 28, 1967, of record in Book 4310, page 572, RODC, such description having been incorrect and corrected to be Parcels 1 and 2 by Deed of Correction dated July 6, 1972, of record in Book 4621, page 68, RODC. The First Fleming Tract is more particularly described in Exhibit E attached hereto and by reference made a part thereof.

1.15 "Gaines" means Lewis E. Gaines, an individual resident of Davidson County, Tennessee, in his individual capacity and not as Trustee, Gaines being the owner and holder of twenty-five percent (25%) of the beneficial interest under the Beneficial Title Trust Agreement and one of the parties to this Agreement.

1.16 "Gaines Co-Trustee" means Lewis E. Gaines, Trustee, as Trustee under the Beneficial Title Trust Agreement, Gaines Co-Trustee having served as the single trustee under the Beneficial Title Trust Agreement from April 18, 1974, until March 3, 1975, when by instrument dated March 3, 1975, of record in Book 4945, page 944, Thompson Co-Trustee was appointed to serve with Gaines Co-Trustee. During the period Gaines Co-Trustee served as the single trustee under the Beneficial Title Trust Agreement, the phrase, Gaines Co-Trustee shall be construed to include such service. Gaines Co-Trustee is a party to this Agreement.

1.17 "Hudson" means Henry Hudson and Henry H. Hudson, one and the same individual, resident of Cheatham County, Tennessee, in his individual capacity and not as Trustee, and wife, Ruth C. Hudson, Hudson being one of the parties of this Agreement.

1.18 "Hudson Trustee" means Henry Hudson and Henry H. Hudson, one and the same, in his capacity as Trustee under the Legal Title Trust Agreement, Hudson Trustee being one of the parties to this Agreement.

1.19 "Kimbrough-Kavanaugh" means Kimbrough-Kavanaugh & Associates, Inc., a Tennessee corporation, having its principal office at 404 James Robertson Parkway, Nashville, Tennessee, Kimbrough-Kavanaugh being one of the parties originally constituting Belle Forest and one of the parties to this Agreement.

1.20 "Kimbrough Trustee" means Miller G. Kimbrough, Jr. in his capacity as Substitute Trustee under the Legal Title Trust Agreement, having been appointed such by instruments styled "Agreement" dated June 24, 1971, of record in Book 4514, page 679, RODC, Kimbrough Trustee, being one of the parties to this Agreement.

1.21 "Legal Title Trust" means the trust and joint venture relationship created by virtue of the Legal Title Trust Agreement.

1.22 "Legal Title Trust Agreement" means that certain instrument styled "Agreement", dated February 18, 1969, of record in Book 4807, page 340, RODC, between Hudson and Kimbrough-Kavanaugh,

as Trustors, and Hudson Trustee, as Trustee, and all amendments to such instrument, and all assignments of beneficial interest thereunder from the original Trustors, their successors and assigns.

1.23 "McCollough" means Lloyd McCollough, an individual resident of Elkhart County, Indiana, McCollough being one of the parties to the Beneficial Title Trust Agreement, and having assigned his interest thereunder to ABC. McCollough is a party to this Agreement.

1.24 "McCollough Construction" means McCollough Construction Co., Inc., an Indiana corporation having its principal office in Elkhart, Indiana, McCollough Construction having acquired the interest of James E. Hertz under the Beneficial Title Trust Agreement and having assigned such interest to Thompson.

1.25 "Parcel 1" means all that tract or parcel of land lying and being in Davidson County, Tennessee, described in Exhibit F-1 attached hereto and by reference made a part hereof.

1.26 "Parcel 2" means all that tract or parcel of land lying and being in Davidson County, Tennessee, described in Exhibit F-2 attached hereto and by reference made a part hereof.

1.27 "Parcel 3" means all that tract or parcel of land lying and being in Davidson County, Tennessee, described in Exhibit F-3 attached hereto and by reference made a part hereof.

1.28 "Parcel 3-A" means all that tract or parcel of land lying and being in Davidson County, Tennessee, described in Exhibit F-3-A attached hereto and by reference made a part hereof.

1.29 "Parcel 4" means all that tract or parcel of land lying and being in Davidson County, Tennessee, described in Exhibit F-4 attached hereto and by reference made a part hereof.

1.30 "Parcel 5" means all that tract or parcel of land lying and being in Davidson County, Tennessee, described in Exhibit F-5 attached hereto and by reference made a part hereof.

1.31 "Parcel 6" means all that tract or parcel of land lying and being in Davidson County, Tennessee, described in Exhibit F-6 attached hereto and by reference made a part hereof.

1.32 "Parcel 7" means all that tract or parcel of land lying and being in Davidson County, Tennessee, described in Exhibit F-7 attached hereto and by reference made a part hereof.

1.33 "Parcel 7-A" means all that tract or parcel of land lying and being in Davidson County, Tennessee, described in Exhibit F-7-A attached hereto and by reference made a part hereof.

1.34 "Parcel 7-B" means all that tract or parcel of land lying and being in Davidson County, Tennessee, described in Exhibit F-7-B attached hereto and by reference made a part hereof.

1.35 "Parcel 7 Commercial" means Lot No. 1 of the subdivision of Belle Forest Commercial Area, a plan of which is of record in Book 4885, page 81, Lot 7 Commercial having been a portion of Parcel 7 conveyed to Harry M. Rowland and wife, Jane B. Rowland, by instrument dated September 4, 1975, of record in Book 4950, page 244, RODC.

1.36 "Parcel 8" means all that tract or parcel of land lying and being in Davidson County, Tennessee, described in Exhibit F-8 attached hereto and by reference made a part hereof.

1.37 "Perimeter Road" means all that tract or parcel of land lying or being within Davidson County, Tennessee, located within the boundaries of Parcel 7-A and being more particularly described in Exhibit G attached hereto and by reference made a part hereof.

1.38 "Plan of Belle Forest" means that certain unrecorded Plan of Belle Forest Estates, Section I, prepared by Barge, Waggoner, Sumner and Cannon, Inc., Engineers, a copy of which is attached hereto as Exhibit H and by reference made a part hereof.

1.39 "Sanitary Sewer Connection Points" means those four points where a Sanitary Sewer Easement abuts the Perimeter Road, as shown on the Plan of Belle Forest Estates.

1.40 "Sanitary Sewer Easement" means those tracts or parcels of land located within Parcel 7-A which are shown as Sanitary Sewer Easements on the Plan of Belle Forest Estates.

1.41 "Sanitary Sewer Extension Easement" means a ten (10) foot wide strip of land extending in a northerly direction generally from the northeasterly most Sanitary Sewer Connection Point, across a portion of Parcel 7-A and a portion of the BG Property, to the ABC Property and being more particularly described on Exhibit I attached hereto and by reference made a part hereof.

1.42 "Third National Trustee" means Third National Bank in Nashville, a national banking association having its principal office in Nashville, Tennessee, in its capacity as Trustee under the will of W. L. Horn, of record in Book 52, page 232, Davidson County Court Clerk's Office, Third National Trustee being one of the parties of this Agreement.

1.43 "Third National Trustee Contract" means that certain unrecorded instrument styled "Contract to Sell Real Estate", dated March 14, 1967, between Third National, Trustee, as seller, and Hudson, as buyer, pursuant to which the Third National Trustee Deed was executed and delivered.

1.44 "Third National Trustee Deed" means that instrument styled "Installment Deed", dated December 29, 1967, of record in Book 4310, page 579, RODC, whereby Parcels 7, 7-A, 7-B and 8 were conveyed to Hudson Trustee.

1.45 "Thompson" means Cecil E. Thompson, an individual resident of TAMPA, FLORIDA, Thompson being one of the original parties to the Beneficial Title Trust Agreement, having assigned his interest thereunder to Thompson Enterprises, thereafter acquiring the interest thereunder of McCollough Construction Company, and having assigned such acquired interest thereunder to ABC. Thompson is one of the parties to this Agreement.

1.46 "Thompson Co Trustee" means Cecil E. Thompson, as Co-Trustee under the Beneficial Title Trust Agreement, Thompson Co-Trustee having been appointed to serve with Gaines Co-Trustee by instrument dated March 3, 1975, of record in Book 4945, page 944, RODC. Thompson Co-Trustee is one of the parties to this Agreement.

1.47 "Thompson Enterprises" means Thompson Enterprises, Inc., an Indiana corporation having its principal office in Elkhart,

Indiana, Thompson Enterprises having acquired the original interest of Thompson under the Beneficial Title Trust Agreement and having assigned such acquired interest thereunder to ABC. Thompson Enterprises is one of the parties to this Agreement.

ARTICLE II

LEGAL TITLE TRUST AGREEMENT

2. The Legal Title Trust Agreement and the Legal Title Trust are corrected and amended by the provisions of Sections 2.01 through 2.08, inclusive, by the parties in each such section specified.

2.01 Hudson, Hudson Trustee and Kimbrough-Kavanaugh hereby agree that the instrument styled "Agreement", dated February 18, 1969, of record in Book 4320, page 412, RODC, is hereby corrected by confirming that Exhibit A, referred to therein as being attached, but not being so attached, was and is a legal description of the First Fleming Tract and that Exhibit B, referred to therein as being attached, but not being so attached, was and is a legal description of Parcels 7, 7-A, 7-B and 8. The execution, delivery, and recording of this Agreement shall be deemed to constitute and shall serve as a Deed of Correction or rerecording of the instrument of record in Book 4320, page 412, RODC, the legal descriptions of the First Fleming Tract and Parcels 7, 7-A, 7-B and 8 being attached hereto and incorporated herein by reference.

2.02 Hudson, Hudson Trustee and Kimbrough-Kavanaugh hereby agree that the instrument styled "Agreement", dated May 25, 1970, of record in Book 4436, page 626, RODC, is hereby corrected by confirming that the Partial Release, referred to therein as being attached, but not being so attached, was and is the instrument styled "Partial Release", dated May 25, 1970, of record in Book 4419, page 829, RODC. The execution, delivery, and recording of this Agreement shall be deemed to constitute and shall serve as an Agreement of Correction or rerecording of the instrument of record in Book 4436, page 626, RODC, the legal descriptions of the two tracts

of land described in the Partial Release collectively constituting Parcel 7-B, a legal description of which is attached hereto and incorporated herein by reference. In furtherance of such amendment and rerecording and the intent of the parties to the instrument of record in Book 4320, page 412, RODC, Hudson Trustee and Kimbrough-Kavanaugh hereby quitclaim, remise and release unto Hudson, all of their right, title, and interest in Parcel 7-B, free of the Legal Title Trust Agreement and the Legal Title Trust, and in recognition of, and consent to, such conveyance Gaines Co-Trustee and Thompson Co-Trustee hereby quitclaim, remise and release unto Hudson, Parcel 7-B, free of the Beneficial Title Trust Agreement and the Beneficial Title Trust.

2.03 Hudson, Hudson Trustee, Kimbrough-Kavanaugh and Kimbrough Trustee hereby agree that the instrument styled "Agreement", dated June 24, 1971, of record in Book 4514, page 679, RODC, and rerecorded in Book 4538, page 486, RODC, is hereby amended by deleting, wherever appearing therein, the words "Miller G. Kimbrough, Trustee" and substituting in lieu thereof the words "Miller G. Kimbrough, Jr., Trustee", the intent of the parties then being, and hereby confirmed, that the person appointed in substitution of Hudson Trustee under the Legal Title Trust Agreement be Kimbrough Trustee.

2.04 Hudson, Kimbrough-Kavanaugh and Kimbrough Trustee hereby agree that the instrument styled "Quitclaim Deed", dated June 24, 1971, of record in Book 4514, page 681, RODC, whereby the First Fleming Tract and Parcels 3, 3-A, 4 and 5 were conveyed to Kimbrough Trustee, was effectively, and was intended to be, an amendment to the Legal Title Trust Agreement by including therein and subjecting thereto Parcels 3, 3-A, 4 and 5, and to such extent the Legal Title Trust Agreement is hereby amended.

2.05 Hudson and Kimbrough-Kavanaugh hereby agree that the instrument styled "Quitclaim Assignment", dated June 24, 1971, of recorded in Book 4514, page 685, RODC, is hereby amended by excepting and excluding from the legal description contained there-

in Parcel 7-B and by adding to the legal description contained therein the First Fleming Tract and Parcels 3, 3-A, 4 and 5. Gaines Co-Trustee and Thompson Co-Trustee hereby accept and approve such amendment and in furtherance thereof hereby quitclaim, remise and release unto Hudson, Parcel 7-B, free of the Legal Title Trust Agreement, the Legal Title Trust, the Beneficial Title Trust Agreement and the Beneficial Title Trust.

2.06 Kimbrough Trustee and Kimbrough-Kavanaugh hereby agree that the instrument styled "Quitclaim Deed", dated October 12, 1971, of record in Book 4645, page 139, RODC, whereby Parcel 6 was conveyed to Kimbrough Trustee, was effectively, and was intended to be, an amendment to the Legal Title Trust Agreement by including therein and subjecting thereto Parcel 6 and to such extent the Legal Title Trust Agreement is hereby amended.

2.07 Kimbrough Trustee and Kimbrough-Kavanaugh hereby agree that the instrument styled "Deed of Correction", dated July 6, 1972, of record in Book 4621, page 68, RODC, whereby Parcels 1 and 2 were substituted for the First Fleming Tract, was effectively, and was intended to be, an amendment to the Legal Title Trust Agreement by including therein and subjecting thereto, in the place and stead of the First Fleming Tract, Parcels 1 and 2 and to such extent, the Legal Title Trust Agreement is hereby amended.

2.08 Kimbrough-Kavanaugh and Gaines Co-Trustee hereby agree that the instrument style "Assignment of Beneficial Interest in Real Estate", dated April 18, 1974, of record in Book 4807, page 332, RODC, is hereby amended by deleting Exhibit A therefrom and substituting a new Exhibit A, being the legal descriptions for Parcels 6 and 7, and by deleting Exhibit B therefrom and substituting a new Exhibit B, being the legal descriptions for Parcels 1, 2, 3, 4 and 5. The execution, delivery and recording of this Agreement shall be deemed to constitute and shall serve as an Agreement of Correction or rerecording of the instrument of record in Book 4807, page 332, RODC, the legal description of Parcels 1, 2, 3, 4, 5, 6 and 7 being attached hereto and incorporated herein by reference.

ARTICLE III

BENEFICIAL TITLE TRUST AGREEMENT

3. The Beneficial Title Trust Agreement and the Beneficial Title Trust are corrected and amended by the provisions of Sections 3.01 and 3.02, by the parties in each such section specified, subject however to the limitations and agreements of Section 3.03.

3.01 Gaines Co-Trustee hereby agrees that the Beneficial Title Trust Agreement is hereby amended by deleting Exhibit A therefrom and substituting a new Exhibit A, being the legal descriptions for Parcels 6 and 7, and by deleting Exhibit B therefrom and substituting a new Exhibit B, being the legal descriptions for Parcels 1, 2, 3, 4 and 5, the property subject to the Beneficial Title Trust Agreement having derived exclusively from the instrument referred to and amended in Section 2.08 of Article II of this Agreement. The execution, delivery and recording of this Agreement shall be deemed to constitute and shall serve as an Agreement of Correction or rerecording of the Beneficial Title Trust Agreement, the legal descriptions of Parcels 1, 2, 3, 4, 5, 6 and 7 being attached hereto and incorporated herein by reference.

3.02 Belle Wood and Gaines hereby waive their rights of first refusal, existing by virtue of Paragraph 16 of the Legal Title Trust Agreement and Paragraph 1 of the Beneficial Title Trust Agreement, to the transfer and assignments from Thompson Enterprises, Thompson and McCollough to ABC of their beneficial interest under the Beneficial Title Trust, and by virtue thereof, in the Legal Title Trust. Belle Wood, Gaines, Gaines Co-Trustee and Thompson Co-Trustee hereby recognize, as of the date hereof, ABC as the owner and holder of fifty percent (50%) of the beneficial interest under the Beneficial Title Trust Agreement, and to such extent the Beneficial Title Trust is hereby amended. Notwithstanding such waiver and recognition, nothing herein shall be deemed to abrogate, deny or prohibit the effectiveness of such assignments, as between the parties thereto, as of the date of such assignments.

3.03 The amendment to the Beneficial Title Trust Agreement made by the provision of Section 3.02 of this Article III shall be limited by the provisions of Section 5.01 of Article V of this Agreement, it being the intent and agreement of ABC, Belle Wood, Gaines, Gaines Co-Trustee and Thompson Co-Trustee that ABC be a party to the Beneficial Title Trust Agreement and subject to the terms and conditions thereof, for only an instant in time, without liability of any kind to Belle Wood, Gaines or the Beneficial Title Trust, and for the sole and limited purpose of effecting a termination of the Beneficial Title Trust and the distribution of its assets. In furtherance of such intent, Belle Wood and Gaines shall and hereby agree, to indemnify and hold ABC harmless against and from all claims by or on behalf of any person, including without limitation Centennial, arising from or existing by virtue of, the Beneficial Title Trust Agreement and the Beneficial Title Trust, whether now or hereafter accrued, existing, known or incurred. In addition, in partial consideration of the sums of money being paid contemporaneously herewith from ABC to Belle Wood and Gaines, Belle Wood and Gaines hereby discharge and release Thompson, Thompson Enterprises and McCollough from, and shall, and hereby agree to hold them harmless against and from, all claims by or on behalf of any person, including without limitation, Centennial, arising from or existing by virtue of, the Beneficial Title Trust Agreement and the Beneficial Title Trust, whether now or hereafter accrued, existing, known or incurred; provided, such discharge and indemnity shall not entitle the repayment of any distribution or the withdrawal of any contribution from or to the Beneficial Title Trust made to or by Thompson, Thompson Enterprises or McCollough (or to or by any of their predecessors in interest) prior to the date hereof.

~~ARTICLE IV~~

~~CENTENNIAL OPTION~~

~~4. The Centennial Option is corrected and amended by the~~ provisions of Sections 4.01 ~~and 4.02~~, by the parties in each such ~~section specified.~~

~~4.01 Kimbrough Trustee, Kimbrough Kavanaugh and~~ Centennial hereby agree that the instrument styled "Memorandum of Option Agreement", dated December 15, 1971, of record in Book 4561, page 545, RODC, is hereby corrected by confirming that Exhibit A, referred to therein as being attached, but not being so attached, was and is a legal description of the Centennial Option Property. The execution, delivery and recording of this instrument shall be deemed to constitute and shall serve as a Memorandum of Correction or rerecording of the instrument of record in Book 4561, page 545, RODC, the legal description of the Centennial Option Property being attached hereto and incorporated herein by reference.

4.02 Centennial, Kimbrough Trustee, Gaines Co-Trustee, Belle Wood, Gaines and ABC hereby agree that the Centennial Option as corrected by Section 4.01 of this Article IV is hereby amended, as of the date hereof, by deleting the legal description contained in Exhibit A thereto and substituting in lieu thereof the legal description of the BG Property. Without limitation upon the foregoing, Centennial hereby releases from the Centennial Option all of the ABC Property which is contained within the boundaries of the Centennial Option Property and further agrees that neither ABC nor the ABC Property shall be subject to the terms and conditions of the Centennial Option. This Agreement shall constitute and serve as an amendment to the instrument of record in Book 4561, page 545, RODC, giving notice of the ~~Centennial Option.~~

ARTICLE V

TERMINATION OF TRUSTS

5. The termination of the Legal Title Trust, Legal Title Trust Agreement, Beneficial Title Trust and the Beneficial Title Trust Agreement, the distribution of the property held in trust, and the creation and use of certain easements relating to portions of such property shall be governed by the provisions of Section 5.01 and 5.02.

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5.01 ABC, Belle Wood and Gaines hereby terminate and dissolve the Beneficial Title Trust Agreement and the Legal Title Trust Agreement, and the trusts created thereby, and do hereby authorize, instruct and direct the following conveyances:

5.01.01 Gaines Co-Trustee and Thompson Co-Trustee hereby quitclaim, convey and assign all of the right, title and interest by them held in Belle Forest to Belle Wood and Gaines, as tenants in common, each having and owning a one-half (1/2) undivided interest in such interest in Belle Forest. Belle Wood and Gaines hereby agree to assume and discharge any and all liability of Gaines Co-Trustee and Thompson Co-Trustee arising from, or existing by virtue of the agreement creating Belle Forest, as amended, whether now or hereafter accrued, existing, known or incurred. ~~Centennial and Belle Forest~~ hereby approve such assignment and agree to recognize Belle Wood and Gaines a Co-Venturer in Belle Forest, in the place and stead of Gaines Co-Trustee and Thompson Co-Trustee. Centennial and Belle Forest hereby release and discharge Gaines Co-Trustee, Thompson Co-Trustee, Thompson, Thompson Enterprises, McCollough and ABC and the Beneficial Title Trust from any and all liabilities and obligations to Centennial and Belle Forest, whether now or hereafter ~~accrued, existing, known or incurred.~~

5.01.02 Kimbrough Trustee, Gaines Co-Trustee and Thompson Co-Trustee hereby quitclaim, remise and release the BG Property to Belle Wood and Gaines, as tenants in common, each having and owning a one-half (1/2) undivided interest therein.

5.01.03 Kimbrough Trustee, Gaines Co-Trustee and Thompson Co-Trustee hereby quitclaim, remise and release the ABC Property. ~~exclusive of that portion~~

~~thereof lying within the boundary of Parcel 7-A,~~

~~under ABC.~~

5.02 Belle Wood and Gaines hereby grant, declare and create as covenants running with, and binding upon, the land, an easement for utilities, roadway, street, driveway, ingress and egress purposes on, in, above, under, and consisting of that portion of the BG Extension Road lying within the boundaries of the BG Property and an easement for sanitary sewer purposes including for the purposes of installing, constructing and maintaining sewer facilities, with full rights of ingress and egress, on, in, above, under and consisting of that portion of the Sanitary Sewer Extension Easement lying within the boundaries of the BG Property. Both such easements shall be perpetual and appurtenant to the ABC Property and all additions thereto and divisions thereof. Belle Wood and Gaines reserve the right to use and enjoy such easements to the extent the same does not interfere with or obstruct the use and enjoyment thereof by ABC. ABC shall be under no obligation to undertake any construction, installation or use of either easement hereby granted, but may do so at anytime, at its sole cost and may at anytime, without joinder of any person dedicate either or both easements to any government or quasi-governmental authority or authorities. The failure of ABC to utilize either of such easements to any degree or for any length of time shall not serve as an abandonment or as an extinquishment of the easements hereby created.

~~ARTICLE VI~~

~~AGREEMENTS OF ABC AND BELLE FOREST~~

~~6. The agreements between Belle Forest and ABC regarding~~ portions of Parcel 7-A shall be governed by the provisions of Section 6.01 through 6.05, inclusive, of this Article VI.

6.01 Belle Forest hereby ~~quitclaims~~, remises and releases unto ABC that portion of the ABC Property which is contained within the boundaries of Parcel 7-A, including without limitation, the ABC Perimeter Road, so that by virtue of such conveyance, and the ~~conveyance made to ABC by Kimbrough Trustee, Gaines Co-Trustee and~~

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~~Thompson, Co-Trustee under Article V of this Agreement, ABC shall~~ be the sole and exclusive owner of the ABC Property. Centennial, Belle Wood, Gaines and Belle Forest hereby agree to apply for and diligently pursue, at their sole cost and expense the release of the property conveyed by this Section 6.01 from the lien of the Deed of Trust in Book 4320, page 403, RODC, as amended.

6.02 Belle Forest hereby grants unto ABC, as covenants running with, and binding upon, the land, the right and privilege, in the nature of an easement, to connect sanitary sewer lines to and on sanitary sewer lines of Belle Forest contained within the Sanitary Sewer Easement, such connection to be made at the Sanitary Sewer Connection Points and upon such connection being made, ABC shall have a mutual and non-exclusive easement, with full right of ingress and egress for the purpose of maintenance of the existing sanitary sewer lines, and for the purpose of construction, installing and maintenance of additional sewer lines on, in, above and under the Sanitary Sewer Easement. These easements created hereby shall be perpetual and appurtenant to the ABC Property and all additions thereto and divisions thereof.

6.03 Belle Forest and ABC hereby grant, declare and create, as covenants running with and binding upon, the land, easements for roadways, street, driveway, ingress and egress purposes, upon, on and consisting of the Perimeter Road, such easements to be non-exclusive and mutual. ABC and Belle Forest shall both have the right, at anytime according to their absolute discretion to dedicate as a public street or road, in the case of Belle Forest, the BG Perimeter Road, and in the case of ABC, the ABC Perimeter Road, but upon such dedication, the easement as to the property dedicated shall terminate and the easement as to the remaining portion of the Perimeter Road shall continue; provided upon the dedication of all of the BG Perimeter Road or all of the ABC Perimeter Road the party not then so dedicating that portion of the Perimeter Road owned by it shall, and hereby agrees to, dedicate the remaining balance of the Perimeter Road within a period of one (1) ~~year from the date of that portion of the Perimeter Road first~~

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~~dedicated. The cost of any and all dedication of portions of the~~ Perimeter Road permitted or required under the provisions of this Section 6.03, including such improvement as may be required by any governmental authority having jurisdiction over such dedication, shall be borne entirely and exclusively by the party owning such portion of the Perimeter Road so dedicated. Until dedicated the portions of the Perimeter Road not dedicated shall be maintained by the respective owners thereof (except for that portion of the ABC Perimeter Road running a distance along its centerline of one thousand (1,000) feet from its intersection with Old Hickory Boulevard, which portion shall be maintained by Belle Forest) in as good, safe and operable condition as now existing and if in the event ABC fails to so maintain the ABC Perimeter Road (exclusive of the portion thereof to be maintained by Belle Forest) or if Belle Forest fails to so maintain the BG Perimeter Road, and the aforesaid portion of the ABC Perimeter Road, Belle Wood or ABC, as the case may be, may, after thirty (30) days notice to the party so failing, perform such maintenance work as may be required to meet, but not to exceed the maintenance standards herein specified, and the cost of such performance shall be deemed a debt owing from the owner of that portion of the Perimeter Road upon which maintenance was so performed to the party performing such maintenance, due and payable upon demand and bearing interest at the rate of ten percent (10%) per annum until paid.

6.04 Upon the same term and conditions as contained in Section 5.02 of Article V of this Agreement, Belle Forest hereby grants, declares and creates as covenants running with, and binding upon, the land, an easement for utilities, roadway, street, driveway, ingress and egress purposes on, in, above, under and consisting of that portion of the BG Extension Road lying within the boundaries of Parcel 7-A and an easement for sanitary sewer purposes including for the purpose of installing, constructing and maintaining sewer facilities, with full rights of ingress and egress, on, in, above, under and consisting of that portion of the Sanitary Sewer Extension Easement lying within the boundaries ~~of Parcel 7-A.~~

~~6.05 Centennial, Belle Wood, Gaines and Belle Forte~~ hereby agree to apply for and diligently pursue, at their sole cost and expense, the consent and joinder of the holder of the indebtedness secured by ~~the~~ Deed of Trust in Book 4320, page 403, RODC, as amended, to the easements created by Sections 6.02 through ~~6.04, inclusive of this Article VI~~.

ARTICLE VII

THIRD NATIONAL TRUSTEE DEED AND CONTRACT

7. The partial releases, assumptions and amendments of the Third National Trustee Deed and the Third National Trustee Contract shall be governed by the provisions of Sections 7.01 and 7.02.

7.01 Third National Trustee hereby releases that portion of the BG Property lying within the boundaries of the property described in the Third National Trustee Deed from the lien and encumbrance of the Third National Trustee Deed. ABC hereby recognizes the lien and encumbrance of the Third National Trustee Deed upon that portion of the ABC Property lying within the boundaries of the Third National Trustee Deed. Third National Trustee hereby represents and warrants that the outstanding principal balance of the indebtedness secured by the Third National Trustee Deed is Fifty Thousand Dollars ($50,000.00) and that interest at the rate of seven percent (7%) per annum is accruing thereon from January 5, 1976, the amount of principal and accrued interest due and payable on such date having been paid by ABC upon execution of this Agreement in cure of all defaults existing in respect to such indebtedness. ABC hereby assumes, and agrees to pay, according to its tenor, the indebtedness secured by the Third National Trustee Deed, provided ABC shall have the right to prepay at anytime, in whole or in part, without penalty, such indebtedness. Third National Trustee hereby releases Kimbrough Trustee, Gaines Co-Trustee, Thompson Co-Trustee, the Legal Title Trust, the Beneficial Title Trust, Belle Wood and Gaines from any and all liability to pay the indebtedness secured by the Third National Trustee Deed. Third National Trustee hereby releases that portion of the ABC Property lying within the boundaries

of the property described in the Third National Trustee Deed from any requirement in the Third National Trustee Deed that such property be developed "according to a subdivision plan in an orderly manner in sections", but nothing herein shall be deemed to release such property from the lien and encumbrance of the Third National Trustee Deed, heretofore recognized by ABC.

7.02 Third National Trustee hereby releases the BC Property and the ABC Property lying within the boundaries of the property described in the Third National Trustee Deed from any and all requirements, impositions, covenants and agreements of the Third National Trustee Contract. In the event any of the ABC Property lying within the boundaries of the property described within the Third National Trustee Deed shall be developed for single family residential purposes, Third National Trustee shall have the right and option, exercisable in writing within one (1) year from the date of approval of a subdivision plan of such property by the Planning Commission of the Metropolitan Government of Nashville - Davidson County, Tennessee, to purchase any three (3) lots of its selection within such subdivision not conveyed or under contract of sale prior to receipt of notice of the exercise of such option. The purchase price for each such lot shall be an amount equal to the development cost of each such lot, consisting of the total development cost of any such subdivision fairly and reasonably allocated to each of the lots therein (which need not be an equal allocation) plus (a) if the property be developed by ABC Two Thousand Five Hundred Dollars ($2,500.00) per acre, or (b) if the property be developed by a purchaser from ABC or any subsequent owner, an amount of money equal to the average direct acquisition cost per acre of such property. The term development cost shall include those normally recognized as such in accordance with generally accepted accounting principles, including without limitation, survey and engineering costs, legal fees, costs of installation and construction of utilities and roads, and governmental permits, fees and charges. Notwithstanding the foregoing, nothing herein shall be deemed to require the development of any of the ABC Property for single family residential purposes.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.01 Hudson and Kimbrough-Kavanaugh hereby authorize, instruct, direct, ratify and confirm each and every act of Hudson Trustee taken in this Agreement, including the execution hereof.

8.02 Hudson, Kimbrough-Kavanaugh, Gaines Co-Trustee and Thompson Co-Trustee hereby authorize, instruct, direct, ratify and confirm each and every act of Kimbrough Trustee taken in this Agreement, including the execution hereof.

8.03 Belle Wood, Gaines, Thompson, Thompson Enterprises, and McCollough hereby authorize, instruct, direct, ratify and confirm each and every act of Gaines Co-Trustee taken in this Agreement, including the execution hereof.

8.04 Belle Wood, Gaines, Thompson, Thompson Enterprises, McCollough and ABC hereby authorize, instruct, direct, ratify and confirm each and every act of Gaines Co-Trustee and Thompson Co-Trustee taken in this Agreement, including the execution hereof.

8.05 Nothing in this Agreement is intended, or shall be deemed, to affect title to Parcel 7 Commercial, the same having been conveyed to Harry M. Rowland and wife, Jane B. Rowland, by Warranty Deed from Kimbrough Trustee of record in Book 4950, page 244, RODC. Nothing herein is intended, or shall be deemed, to affect title to Parcel 8, the same having been conveyed to HARRY ROWLAND, TRUSTEE, AND LONE STAR DEVELOPMENT CORP. by Warranty Deeds from Kimbrough Trustee, of record in Book 4651, page 991, RODC, AND Book 4651, page 994. Each of the corrective actions, rerecordings and amendments made by the provisions of Sections 2.01, 2.02, 2.03, 2.04, 2.05, 2.06, 2.07 and 2.08 of Article II of this Agreement, Section 3.01 of Article III of this Agreement, ~~and Section 4.01 of Article IV of this Agreement~~ is intended, and shall be deemed, to be effective as of the date of each of the instruments in each such section corrected, rerecorded or amended. Each and every other act and undertaking of this Agreement shall be effective as of the date of this Agreement.

8.06 Kimbrough Trustee, Thompson Co-Trustee, Gaines Co-Trustee, Belle Wood, Gaines, Thompson Enterprises, Thompson and McCollough hereby represent and warrant unto ABC that real property taxes assessed against the ABC Property, due and payable for the year 1975 and all prior years have been paid and that no person is entitled to claim any mechanics', materialmen's or laborers' lien against the ABC Property or any portion thereof, and such parties agree to indemnify and hold ABC harmless against the claims of any person contrary to such representation and warranty.

8.07 Each party to this Agreement hereby represents to every other party to this Agreement that there are no claims for brokerage, commissions, finder's or other similar fees in connection with the actions taken or contemplated by this Agreement insofar as such claims shall be based on arrangements or agreements made by or on behalf of the party so representing.

8.08 Belle Wood, Thompson Enterprises, ~~Centennial,~~ Third National Trustee and ABC hereby represent to each other and to every other party to this Agreement that the execution of this Agreement has been duly authorized by the Board of Directors of the party so representing (or that such authorization is not required), that this Agreement is legal, valid and a binding contractual undertaking of the party so representing, enforceable in accordance with its terms, and that this Agreement does not conflict or result in the breach of any of its charter, by-law or corporate resolution. Each such corporate party does hereby indemnify and hold every other corporate party hereto and every other party to this Agreement harmless from any and all losses, expenses or liability any such other corporate party or other parties to this Agreement may suffer as a result of any inaccuracies in such representations.

8.09 All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and the plural shall include the singular. Titles of Articles of this Agreement are for convenience only, and neither limit nor

amplify the provisions of this Agreement, and all referenced in this Agreement to Articles, Sections, or Subsections thereof shall refer to the corresponding Article, Section or Subsection of this Agreement unless specific reference is made to the articles, sections or subdivisions of another document or instrument.

8.10 No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.

8.11 This Agreement and the obligations of the parties hereby shall be interpreted, construed and enforced in accordance with the Laws of the State of Tennessee.

8.12 For the purpose of the construction and interpretation of this instrument, ABC, Belle Wood, Gaines, ~~Centennial~~, and ~~Belle Forest~~ hereby agree that a certain "Map of Belle Forest" prepared by Barge, Waggoner, Sumner & Cannon, Inc., Engineers and Planners, dated April 15, 1976, bearing File No. 4371-06 (shaded version) a copy of which is attached hereto as Exhibit J and by reference made a part hereof, properly shows the ABC Property, the BG Property, ~~the Perimeter Road, the ABC Perimeter Road, the BG Perimeter Road,~~ the BG Extension Road, the Sanitary Sewer Extension Easement, ~~the Sanitary Sewer Easement, and the Sanitary Sewer Connection Points.~~

IN WITNESS WHEREOF, each of the parties have executed this Agreement under seal, as of the day and year first above written.

Trustee

MILLER G. KIMBROUGH, JR., TRUSTEE

LEWIS E. GAINES, CO-TRUSTEE

CECIL E. THOMPSON, CO-TRUSTEE

THIRD NATIONAL BANK, TRUSTEE

BY: _____

~~CENTENNIAL EQUITIES CORPORATION~~

BY: _____

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KIMBROUGH-KAVANAUGH & ASSOCIATES, INC.

BY: _____

BELLE FOREST, A JOINT VENTURE

BY: CENTENNIAL EQUITIES CORPORATION, VENTURER

BY: _____

BY: LEWIS E. GAINES, CO-TRUSTEE AND CECIL E. THOMPSON, CO-TRUSTEE, VENTURER

_____

_____

HENRY HUDSON, TRUSTEE

_____

HENRY HUDSON, INDIVIDUALLY

_____

RUTH C. HUDSON, INDIVIDUALLY

BELLE WOOD, INC.

BY: _____

_____

LEWIS E. GAINES, INDIVIDUALLY

THOMPSON ENTERPRISES, INC.

BY: _____

_____

CECIL E. THOMPSON, INDIVIDUALLY

_____

LLOYD McCOLLOUGH, INDIVIDUALLY

AMERICAN BUILDINGS COMPANY

BY: _____

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me, Miller Kimbrough Jr., a Notary Public in and for said County and State, the within named MILLER G. KIMBROUGH, JR., TRUSTEE, the bargainor with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 4 day of January, 1977.

NOTARY PUBLIC

My Commission Expires: 2-16-77

STATE OF [illegible])
COUNTY OF [illegible])

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named LEWIS E. GAINES, CO-TRUSTEE, the bargainor with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at [illegible], Tennessee, this [illegible] day of [illegible], 1976.

NOTARY PUBLIC

My Commission Expires: 11-11-78

STATE OF Indiana)
COUNTY OF Hancock)

Personally appeared before me, Dorothy J. Burchfield a Notary Public in and for said County and State, the within named CECIL E. THOMPSON, CO-TRUSTEE, the bargainor with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Greenfield, Indiana, this 29th day of April, 1976.

Dorothy J. Burchfield
NOTARY PUBLIC

My Commission Expires:

DOROTHY J. BURCHFIELD
NOTARY PUBLIC STATE OF INDIANA
My commission expires Oct. 22, 1978

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 5074 PAGE 892

Before me, Barbara H. Brown, a Notary Public within and for the State and County aforesaid, personally appeared [illegible], with whom I am personally acquainted and who upon his oath acknowledged himself to be the [illegible] of the THIRD NATIONAL BANK IN NASHVILLE, TRUSTEE, the within named bargainor, a corporation, and that he as such [illegible], being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said [illegible] as such [illegible].

WITNESS my hand and official seal at office at [illegible], this [illegible] day of [illegible], 1976.

[illegible]
NOTARY PUBLIC

My Commission Expires: [illegible]

STATE OF _____)
COUNTY OF _____)

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who upon his oath acknowledged himself to be the _____ of the CENTENNIAL EQUITIES CORPORATION, the within named bargainor, a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____.

WITNESS my hand and official seal at office at _____, this ____ day of _____, 1976.

_____
NOTARY PUBLIC

My Commission Expires: _____

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 5074 PAGE 893

Before me, [illegible], a Notary Public within and for the State and County aforesaid, personally appeared TERRY HUNTER, with whom I am personally acquainted and who upon his oath acknowledged himself to be the [illegible] of KIMBROUGH-KAVANAUGH & ASSOCIATES, INC., the within named bargainor, a corporation, and that he as such [illegible], being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said TERRY HUNTER as such [illegible].

WITNESS my hand and official seal at office at [illegible], this 24 day of [illegible], 1976.

[illegible]
NOTARY PUBLIC

My Commission Expires: 1-22-77

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named HENRY HUDSON, TRUSTEE, the bargainor with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at [illegible], this [illegible] day of [illegible], 1976.

[illegible]
NOTARY PUBLIC

My Commission Expires: 1-22-77

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named HENRY HUDSON, the bargainor with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at [illegible], this [illegible] day of [illegible], 1976.

[illegible]
NOTARY PUBLIC

My Commission Expires: 1-22-77

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 5074 PAGE 894

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named RUTH C. HUDSON, the bargainor with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at [illegible], this [illegible] day of [illegible], 1976.

NOTARY PUBLIC

Commission Expires: [illegible]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, E. B. Bussey, a Notary Public within and for the State and County aforesaid, personally appeared Miller Kinderman, Jr., with whom I am personally acquainted and who upon his oath acknowledged himself to be the Sec./Treas. of BELLE WOOD, INC., the within named bargainor, a corporation, and that he as such Sec./Treas., being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Miller Kinderman, Jr. as such Sec./Treas.

WITNESS my hand and official seal at office at Nashville, this 21 day of January, 1976.

E. B. Bussey
NOTARY PUBLIC

My Commission Expires: 9-16-77

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Dick Y. Santiago, a Notary Public in and for said County and State, the within named LEWIS E. GAINES, the bargainor with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, this 21st day of January, 1976.

Dick Y. Santiago
NOTARY PUBLIC

My Commission Expires: 11-4-78

BOOK 5074 PAGE 895

STATE OF [illegible])
COUNTY OF [illegible])

Before me, [illegible], a Notary Public within and for the State and County aforesaid, personally appeared [illegible], with whom I am personally acquainted and who upon his oath acknowledged himself to be the [illegible] of THOMPSON ENTERPRISES, INC., the within named bargainor, a corporation, and that he as such [illegible], being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said [illegible] as such [illegible].

WITNESS my hand and official seal at office at [illegible], this [illegible] day of [illegible], 1976.

[illegible]
NOTARY PUBLIC

My Commission Expires: [illegible]

DOROTHY J. BURCHFIELD
NOTARY PUBLIC STATE OF INDIANA
My commission expires Oct. 22, 1978

STATE OF [illegible])
COUNTY OF [illegible])

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named CECIL E. THOMPSON, the bargainor with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at [illegible], this [illegible] day of [illegible], 1976.

[illegible]
NOTARY PUBLIC

My Commission Expires: [illegible]

DOROTHY J. BURCHFIELD
NOTARY PUBLIC STATE OF INDIANA
My commission expires Oct. 22, 1978

STATE OF Indiana)
COUNTY OF ST. JOSEPH)

Personally appeared before me, Charles W. Roemer, a Notary Public in and for said County and State, the within named LLOYD McCOLLOUGH, the bargainor with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at South Bend Indiana, this 7 day of May, 1976.

Charles W. Roemer
NOTARY PUBLIC

My Commission Expires: May 1, 1978

STATE OF Georgia)
COUNTY OF Fulton) BOOK 5074 PAGE 896

Before me, Mary Jo Dean, a Notary Public within and for the State and County aforesaid, personally appeared Chris Page, with whom I am personally acquainted and who upon his oath acknowledged himself to be the Vice-President of the AMERICAN BUILDINGS COMPANY, the within named bargainor, a corporation, and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Chris Page as such Vice-President.

WITNESS my hand and official seal at office at Atlanta, Georgia, this 14th day of January, 1976.

Mary Jo Dean
NOTARY PUBLIC

My Commission Expires: 7-31-78

AMENDMENT TO AGREEMENT

BOOK 5074 PAGE 897

THIS AGREEMENT made and entered into this 13th day of July, 1976, by and among Miller G. Kimbrough, Jr., Trustee, under a Trust Agreement of record in Book 4320, page 412, Register's Office for Davidson County, Tennessee, and having been appointed Substitute Trustee under an agreement of record in Book 4514, page 679, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Kimbrough Trustee"); Lewis E. Gaines, Co-Trustee, under a Trust Agreement of record in Book 4807, page 340, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Gaines Co-Trustee"); Cecil E. Thompson, Co-Trustee, under Trust Agreement of record in Book 4807, page 340, Register's Office for Davidson County, Tennessee, and having been appointed Co-Trustee with Gaines Co-Trustee by instrument of record in Book 4945, page 944, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Thompson Co-Trustee"); Third National Bank, Trustee, under the will of W. L. Horn, of record in Book 52, page 232, Davidson County Court Clerk's Office (hereinafter referred to as "Third National Trustee"); Kimbrough-Kavanaugh & Associates, Inc., a Tennessee corporation (hereinafter referred to as "Kimbrough-Kavanaugh"); Henry Hudson, Trustee, under an agreement of record in Book 4807, page 340, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Hudson Trustee"); Henry Hudson, individually and not as Trustee, and wife, Ruth C. Hudson, residents of Cheatham County, Tennessee (hereinafter collectively referred to as "Hudson"); Belle Wood, Inc. (formerly named John H. Brandon & Co., Inc.), a Tennessee corporation (hereinafter referred to as "Belle Wood"); Lewis E. Gaines, individually and not as Trustee, a resident of Davidson County, Tennessee (hereinafter referred to as "Gaines"); Thompson Enterprises, Inc., an Indiana corporation (hereinafter referred to as "Thompson Enterprises"), Cecil E. Thompson, individually and not as Trustee, a resident of Tampa, Florida (hereinafter referred to as "Thompson"); Lloyd McCollough, an individual and resident of Elkhart County, Indiana (hereinafter referred to as "McCollough"), and American Buildings Company, a Delaware corporation (hereinafter referred to as "ABC").

W I T N E S S E T H:

WHEREAS, the parties to this amendatory Agreement have previously executed, and entered into an Agreement between themselves dated the 29th day of April, 1976, concerning the correction of legal and beneficial ownership of certain real estate located in Davidson County, Tennessee (such Agreement hereinafter referred to as the "Agreement"), and;

WHEREAS, another intended party to such Agreement, that being Centennial Equities Corporation, a New York corporation (hereinafter referred to as "Centennial") does not desire to enter into such Agreement, but desires to provide for its undertakings and understandings by separate agreements with appropriate parties to the original Agreement and this Amendment to Agreement, and;

WHEREAS, the parties hereto are desirous of amending the Agreement to provide for the elimination of Centennial as a party to the Agreement and to reaffirm their mutual obligations of one to another,

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and One Dollar ($1.00) cash in hand exchanged by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The parties hereby amend the Agreement by deleting therefrom all references to Centennial as a party to the Agreement, including all matters in which Centennial is referred to as a joint-venturer in Belle Forest, a joint venture created pursuant to the laws of Tennessee, however, all obligations of the other joint-venturers in such joint venture pursuant to the Agreement are hereby reaffirmed one to the other.

2. Upon the consummation of the separate agreements with Centennial, the parties hereto agree to execute any additional documents required to give full force to the Agreement or to implement any provisions thereof. It is not the intention of any party hereto to impose any additional obligations on any other party hereto, but to carry out the intentions of the parties as expressed in the Agreement. In furtherance of the provisions of this paragraph, the parties agree to assist in obtaining Centennial's approval of the individual agreements with the other respective parties hereto.

3. The parties hereby ratify and reaffirm all of their agreements and understandings as set forth in the Agreement and agree to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment to Agreement as of the day and date first above written, and have executed this instrument on the date set forth following their signatures hereto.

Miller G. Kimbrough, Jr., Trustee

Date: July 26, 1976

"KIMBROUGH TRUSTEE"

Lewis E. Gaines, Co-Trustee

Date: July 26, 1976

"GAINES CO-TRUSTEE"

Cecil E. Thompson, Co-Trustee

Date: July 13, 1976

"THOMPSON CO-TRUSTEE"

THIRD NATIONAL BANK, TRUSTEE

By:

Date: July 26, 1976

"THIRD NATIONAL TRUSTEE"

KIMBROUGH-KAVANAUGH & ASSOCIATES, INC.

By:

Date: July 26, 1976

"KIMBROUGH-KAVANAUGH"

Henry Hudson, Trustee

Henry Hudson, Trustee

Date: SEPTEMBER 14, 1976

"HUDSON TRUSTEE"

Henry Hudson, individually and
not as Trustee

Ruth C. Hudson

Date: SEPTEMBER 14, 1976

"HUDSON"

BELLE WOOD, INC.

By: _____

Date: JULY 26, 1976

"BELLE WOOD"

Lewis E. Gaines, individually and
not as Trustee

Date: JULY 26, 1976

"GAINES"

THOMPSON ENTERPRISES, INC.

By: _____

Date: JULY 13, 1976

"THOMPSON ENTERPRISES"

Cecil E. Thompson, individually and
not as Trustee

Date: JULY 13, 1976

"THOMPSON"

Lloyd McCollough

Date: JULY 13, 1976

"McCOLLOUGH"

AMERICAN BUILDINGS COMPANY

By: _____ V. Pres

Date: 7-15-76

"ABC"

LIST OF EXHIBITS

A	ABC PROPERTY
B	BG EXTENSION ROAD
C	BG PROPERTY
D	CENTENNIAL OPTION PROPERTY
E	FIRST FLEMING TRACT
F-1	PARCEL 1
F-2	PARCEL 2
F-3	PARCEL 3
F-3-A	PARCEL 3-A
F-4	PARCEL 4
F-5	PARCEL 5
F-6	PARCEL 6
F-7	PARCEL 7
F-7-A	PARCEL 7-A
F-7-B	PARCEL 7-B
F-7 COMMERCIAL	PARCEL 7 COMMERCIAL
F-8	PARCEL 8
G	PERIMETER ROAD
H	PLAN OF BELLE FOREST
I	SANITARY SEWER EXTENSION EASEMENT
J	MAP OF BELLE FOREST

SURVEYOR'S DESCRIPTION
ABC PROPERTY

Book5074 PAGE 902

Being three (3) tracts of land in the Ninth Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Tract 1

Bounded on the south partly by U.S. Highway 70-S, on the west partly by Belle Forest Apartments, and Old Hickory Boulevard, and on the north partly by West Meade Farms Subdivision and being more particularly described as follows:

Beginning at the point of intersection of the northerly margin of U.S. Highway 70-S, and the easterly line of Belle Forest Shopping Center of record in Book 4175, Page 124, Register's Office of Davidson County;

Thence, leaving said Highway 70-S with said shopping center line N 25° 13' W, 469.6 feet to the southeast cornur of the Subdivision of Belle Forest Commercial Area, of record in Book 4885, Page 81, Register's Office of Davidson County;

Thence, with said subdivision N 31° 43' E, 251.8 feet to a southeast corner of the land of Belle Forest Apartments;

Thence, with the line between said Belle Forest Apartments and Belle Forest Commercial Area N 64° 32' W, 202 feet to the easterly margin of Old Hickory Boulevard, said point being 53 feet from the centerline;

Thence, with said easterly margin N 25° 51' E, 75± feet to a point;

Thence, leaving said Old Hickory Boulevard with a curve to the left 17± feet to the northerly margin of a 50-foot roadway which meanders along the southerly side of said apartments, said curve having a radius of 25.00 feet;

Thence, S 64° 07' E, 93.13 feet to a point;

Thence, with a curve to the left 119.93 feet to a point, said curve having a radius of 75.00 feet, a central angle of 91° 37' and a tangent distance of 77.15 feet;

Thence, N 24° 16' E, 347.25 feet to a point;

Thence, with a curve to the right 208.54 feet to a point, said curve having a radius of 2013.83 feet, a central angle of 5° 56' and a tangent distance of 104.37 feet;

Thence, N 30° 12' E, 119.36 feet to a point;

Thence, with a curve to the right 93.63 feet to a point, said curve having a radius of 475.54 feet, a central angle of 11° 53', and a tangent distance of 49.49 feet;

Thence, N 42° 05' E, 100.00 feet to a point;

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

EXHIBIT A

SEE (REVISED) EXHIBIT A, FOR PROPER DESCRIPTION AS CENTENNIAL AND BELLE FOREST ARE NOT PARTIES TO AGREEMENT

Thence, with a curve to the left 142.46 feet to a point, said curve having a radius of 401.56 feet, a central angle of 16° 57', and a tangent distance of 71.75 feet;

Thence, N 25° 08' E, 146.59 feet to a point;

Thence, with a curve to the right 301.04 feet to a point, said curve having a radius of 1131.05 feet, a central angle of 15° 15', and a tangent distance of 151.42 feet;

Thence, N 40° 23' E, 244.28 feet to a point;

Thence, with a curve to the left 114.13 feet to a point, said curve having a radius of 1475.00 feet, a central angle of 4° 26', and a tangent distance of 57.09 feet;

Thence, N 35° 57' E, 668.86 feet to a point;

Thence, with a curve to the right 133.08 feet to a point, said curve having a radius of 1525.00 feet, a central angle of 5° 00', and a tangent distance of 66.58'.

Thence, N 40° 57' E, 260.00 feet to the terminus of said roadway;

Thence, continuing in the same course N 40° 57' E, 326.64 feet to corner of "DS" property;

Thence, with the easterly line of "BG" property N 49° 03' W, 803.5± feet to a point;

Thence, with the northerly line of said "BG" property S 86° 21' W, 1,796.9± feet to the easterly margin of Old Hickory Boulevard;

Thence, with said margin N 03° 39' W, 785.1 feet to a point;

Thence, N 86° 21' E, 10.0 feet to a point;

Thence, N 03° 39' W, 100.0 feet to a point;

Thence, continuing with said margin with a curve to the left 256.96 feet to a point, said curve having a radius of 1,472.40 feet, a central angle of 10° 00', and a tangent distance of 128.82 feet;

Thence, N 76° 21' W, 10.0 feet to a point;

Thence, with a curve to the left 408.38 feet to a point, said curve having a radius of 1,462.40 feet, a central angle of 16° 00', and a tangent distance of 205.53 feet;

Thence, N 60° 21' E, 5.0 feet to a point;

Thence, with a curve to the left 204.89 feet to a point, said curve having a radius of 1,467.40 feet, a central angle of 8° 00', and a tangent distance of 102.61 feet;

Thence, N 52° 21' E, 20.0 feet to a point;

Thence, with a curve to the left 207.68 feet to a point, said curve having a radius of 1,487.40 feet, a central angle of 8° 00', and a tangent distance of 104.01 feet;

Thence, S 44° 21' W, 25.0 feet to a point;

Thence, with a curve to the left 83.91 feet to a point, said curve having a radius of 1,462.40 feet, a central angle of 3° 29', and a tangent distance of 44.47 feet;

Thence, N 49° 08' W, 366.5 feet to a point;

Thence, N 40° 52' E, 40.0 feet to a point;

Thence, with a curve to the right 17.37 feet to the intersection of said margin of Old Hickory Boulevard with the south line of Sam Davis Bell's property, said curve having a radius of 1,362.40 feet, a central angle of 0° 43' 52", and a tangent distance of 8.69 feet;

Thence, leaving said margin of Old Hickory Boulevard and with Bell's Line S 86° 09' E, 1,387.9 feet to a White Oak in fence;

Thence, S 88° 40' E, 1608.8 feet with said Bell and P. A. Cartwright's south line to a point at said Cartwright's southeast corner;

Thence, N 5° 14' E, 683.3 feet with said Cartwright's east line to a point in the south boundary of West Meade Farms Subdivision;

Thence, with said West Meade Farms Subdivision as follows:

S 68° 28' E, 165.9 feet to a point;
N 82° 46' E, 255.2 feet to a point;
N 75° 56' E, 121.6 feet to a point;
S 25° 52' E, 25.9 feet to a point;
S 60° 14' E, 171.3 feet to a point;
S 51° 34' E, 255.8 feet to a point;
S 64° 17' E, 295.3 feet to a point;
S 25° 29' E, 313.7 feet to a point;
S 55° 27' E, 141.8 feet to a point;
S 58° 39' E, 373.7 feet to a point;
S 46° 20' E, 632.7 feet to a point;
S 50° 40' E, 125.0 feet to a point in said subdivision boundary and a corner to A. T. Levine, Jr.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing for this Document Unsatisfactory When Received.

Thence, with said Levine's property as follows:

S 64° 16' W, 845.3 feet to a point;
S 38° 24' W, 230.8 feet to a point;
S 17° 08' W, 351.1 feet to a point;
S 5° 30' W, 273.3 feet to a point;
S 32° 12' W, 403.2 feet to a point;
S 20° 7' W, 1592.3 feet to a point, a corner to said Levine and H. W. Wells;

Thence, with Wells' line as follows:

N 61° 16' W, 401.8 feet to a point;
S 56° 27' W, 392.9 feet to a point;
S 35° 57' W, 315.7 feet to a point;
S 64° 25' W, 206.4 feet to a point;
S 21° 50' W, 47.0 feet to a point;

Thence, with said Wells, William Davis and A. H. Storie's line, S 2° 31' W, 1270.5 feet to the northerly margin of U.S. Highway 70-S;

Thence, with said margin as follows:

S 64° 47' W, 343.0 feet to a point;
N 25° 13' W, 40.0 feet to a point;
S 64° 47' W, 559.0 feet to a point;
S 25° 13' E, 40.0 feet to a point;
S 64° 47' W, 162.0 feet to the point of beginning.

Included in the above description, but excluded herein, is a parcel of land known as James Robertson Home Site and being generally described as follows:

Beginning at a point in the easterly margin of Old Hickory Boulevard, said point being 5248± feet north of the northerly margin of U.S. Highway 70-S;

Thence, with said easterly margin of Old Hickory Boulevard with a curve to the left 222.59 feet to a point, said curve having a radius of 1,472.40 feet, a central angle of 08° 39' 44" and a tangent distance of 111.51 feet;

Thence, S 76° 21' E, 10.00 feet to a point;

Thence, continuing with said margin with a curve to the left 167.29 feet to a point, said curve having a radius of 1462.40 feet, a central angle of 6° 33' 15" and a tangent distance of 83.73 feet;

Thence, leaving said margin N 41° 59' E, 107.87 feet to a point;

Thence, N 08° 33' E, 214.71 feet to a point;

Thence, N 16° 52' E, 120.00 feet to a point;

Thence, N 84° 09' E, 174.35 feet to a point;

Thence, S 41° 14' E, 242.31 feet to a point;

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory When Received
Document

Thence, S 10° 53' E, 168.49 feet to a point;

Thence, S 49° 09' W, 143.46 feet to a point;

Thence, S 46° 52' W, 120.00 feet to a point;

Thence, S 33° 15' W, 350.01 feet to the easterly margin of Old Hickory Boulevard, the point of beginning.

Said excluded parcel contains 5.09 acres, more or less, leaving a net area of 280.61 acres, more or less, in the above described Tract I.

Tract II

Beginning at a point in the west margin of Old Hickory Boulevard said point being in the north line of John C. Beasley's property;

Thence, N 84° 53' W, 1073.2 feet with said Beasley's north line to a point in the east boundary of E. H. Duncan's property;

Thence, N 6° 25' E, 1080.6 feet along the east boundaries of said Duncan, Victor T. Forte, Jr., and Metropolitan Government to a point in said line of the Metropolitan Government property;

Thence, with said Metropolitan Government line as follows:

N 56° 45' E, 369.0 feet to a point;
N 55° 45' E, 100 feet to a point;
N 35° 45' E, 294.5 feet to a point in the west margin of Old Hickory Boulevard;

Thence, with said margin of Old Hickory Boulevard as follows:

Southeasterly 238.3 feet with a curve to the right having a radius of 1387.4 feet to a point;
N 60° 21' E, 15 feet to a point;
Southeastwardly 636.4 feet with a curve to the right having a radius of 1402.4 feet to a point;
S 3° 39' E, 500 feet to a point;
S 86° 21' W, 5 feet to a point;
S 3° 39' E, 200 feet to a point;
N 86° 21' E, 5 feet to a point;
S 3° 39' E, 175.9 feet to the point of beginning.

Containing 29.44 acres, more or less.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Tract III

Beginning at a point at the intersection of the west margin of Old Hickory Boulevard with the east boundary line of John C. Beasley, et ux, as of record in Book 3314, Page 191, R.O.D.C., said point being 30 feet west of the centerline of Old Hickory Boulevard and 3743.3± ft. north of the north margin of U. S. Highway 70-S as measured along the west margin of said Old Hickory Boulevard;

Thence, with the west margin of Old Hickory Boulevard as follows:

Southeastwardly with a curve to the left having a radius of 1462.4 feet, 506.6 feet to a point;
S 29° 52' E, 422.1 feet to a point;
Southeasterly with a curve to the right having a radius of 1402.4 feet, 97.1 feet to a point;

Thence, S 73° 20' W, 315.3 feet to a point;

Thence, S 78° 59' W, 202.4 feet to a point in the east line of said Beasley;

Thence, N 3° 58' E, 1057.3 feet with said Beasley's east line to the point of beginning.

Containing 5.38 acres, more or less.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Barge, Waggoner, Sumner and Cannon
File No. 4371-06
April 13, 1976
Revised April 19, 1976
Revised April 28, 1976

SURVEYOR'S DESCRIPTION
ABC PROPERTY

Being three (3) tracts of land in the Ninth Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Tract I

Bounded on the south partly by U.S. Highway 70-S, on the west partly by Belle Forest Apartments, and Old Hickory Boulevard, and on the north partly by West Meade Farms Subdivision and being more particularly described as follows:

Beginning at the point of intersection of the northerly margin of U.S. Highway 70-S, and the easterly line of Belle Forest Shopping Center of record in Book 4175, Page 124, Register's Office of Davidson County;

Thence, leaving said Highway 70-S with said shopping center line N 25° 13' W, 469.6 feet to the southeast corner of the Subdivision of Belle Forest Commercial Area, of record in Book 4885, Page 81, Register's Office of Davidson County;

Thence, with said subdivision N 31° 43' E, 251.8 feet to a southeast corner of the land of Belle Forest Apartments;

Thence, with the easterly line of said Belle Forest Apartments of Record in Book 4561, Page 539, R.O.D.C. as follows:

N 27° 48' E, 529.22 feet to a point;
N 34° 10' E, 465.0 feet to a point;
N 23° 24' E, 450.0 feet to a point;
N 47° 21' E, 520.0 feet to a point;
N 30° 31' E, 330.0 feet to a point;
N 38° 31' E, 400.0 feet to a point;
N 33° 30' E, 360.0 feet to the northeast corner of said apartments;

Thence, with the northerly line of said apartments N 57° 34' W, 91.5± feet to a corner of the "BG" property;

Thence, with said "BG" property N 40° 57' E, 300.0 ± feet to a point;

Thence, with the easterly line of "BG" property N 49° 03' W, 803.5± feet to a point;

Thence, with the northerly line of said "BG" property S 86° 21' W, 1,796.9± feet to the easterly margin of Old Hickory Boulevard;

Thence, with said margin N 03° 39' W, 785.1 feet to a point;

Thence, N 86° 21' E, 10.0 feet to a point;

Thence, N 03° 39' W, 100.0 feet to a point;

Thence, continuing with said margin with a curve to the left 256.96 feet to a point, said curve having a radius of 1,472.40 feet, a central angle of 10° 00', and a tangent distance of 128.82 feet;

Thence, N 76° 21' W, 10.0 feet to a point;

Thence, with a curve to the left 408.38 feet to a point, said curve having a radius of 1,462.40 feet, a central angle of 16° 00', and a tangent distance of 205.53 feet;

Thence, N 60° 21' E, 5.0 feet to a point;

Thence, with a curve to the left 204.89 feet to a point, said curve having a radius of 1,467.40 feet, a central angle of 8° 00', and a tangent distance of 102.61 feet;

Thence, N 52° 21' E, 20.0 feet to a point;

Thence, with a curve to the left 207.68 feet to a point, said curve having a radius of 1,487.40 feet, a central angle of 8° 00', and a tangent distance of 104.01 feet;

Thence, S 44° 21' W, 25.0 feet to a point;

Thence, with a curve to the left 83.91 feet to a point, said curve having a radius of 1,462.40 feet, a central angle of 3° 29', and a tangent distance of 41.97 feet;

Thence, N 49° 08' W, 366.5 feet to a point;

Thence, N 40° 52' E, 40.0 feet to a point;

Thence, with a curve to the right 17.37 feet to the intersection of said margin of Old Hickory Boulevard with the south line of Sam Davis Bell's property, said curve having a radius of 1,362.40 feet, a central angle of 0° 43' 52", and a tangent distance of 8.69 feet;

Thence, leaving said margin of Old Hickory Boulevard and with Bell's Line S 86° 09' E, 1,387.9 feet to a White Oak in fence;

Thence, S 83° 40' E, 1608.8 feet with said Bell and P. A. Cartwright's south line to a point at said Cartwright's southeast corner;

Thence, N 5° 14' E, 688.3 feet with said Cartwright's east line to a point in the south boundary of West Meade Farms Subdivision;

Thence, with said West Meade Farms Subdivision as follows:

S 68° 28' E, 165.9 feet to a point;
N 82° 46' E, 255.2 feet to a point;
N 75° 56' E, 121.6 feet to a point;
S 25° 52' E, 25.9 feet to a point;
S 60° 14' E, 171.3 feet to a point;
S 51° 34' E, 255.8 feet to a point;
S 64° 17' E, 295.3 feet to a point;
S 25° 29' E, 313.7 feet to a point;
S 55° 27' E, 141.8 feet to a point;
S 58° 39' E, 373.7 feet to a point;
S 46° 20' E, 632.7 feet to a point;
S 50° 40' E, 125.0 feet to a point in said subdivision boundary and a corner to A. T. Levine, Jr.

Thence, with said Levine's property as follows:

S 64° 16' W, 845.3 feet to a point;
S 38° 24' W, 280.8 feet to a point;
S 17° 08' W, 351.1 feet to a point;
S 5° 30' W, 273.3 feet to a point;
S 32° 12' W, 403.2 feet to a point;
S 20° 7' W, 1592.3 feet to a point, a corner to said Levine and H. W. Wells;

Thence, with Wells' line as follows:

N 61° 16' W, 401.8 feet to a point;
S 56° 27' W, 392.9 feet to a point;
S 35° 57' W, 315.7 feet to a point;
S 64° 26' W, 286.4 feet to a point;
S 21° 50' W, 47.0 feet to a point;

Thence, with said Wells, William Davis and A. H. Storie's line, S 2° 31' W, 1270.5 feet to the northerly margin of U.S. Highway 70-S;

Thence, with said margin as follows:

S 64° 47' W, 343.0 feet to a point;
N 25° 13' W, 40.0 feet to a point;
S 64° 47' W, 550.0 feet to a point;
S 25° 13' E, 40.0 feet to a point;
S 64° 47' W, 162.0 feet to the point of beginning.

Included in the above description, but excluded herein, is a parcel of land known as James Robertson Home Site and being generally described as follows:

Beginning at a point in the easterly margin of Old Hickory Boulevard, said point being 5248± feet north of the northerly margin of U.S. Highway 70-S;

Thence, with said easterly margin of Old Hickory Boulevard with a curve to the left 222.59 feet to a point, said curve having a radius of 1,472.40 feet, a central angle of 08° 39' 44" and a tangent distance of 111.51 feet;

Thence, S 76° 21' E, 10.00 feet to a point;

Thence, continuing with said margin with a curve to the left 167.29 feet to a point, said curve having a radius of 1462.40 feet, a central angle of 6° 33' 15" and a tangent distance of 83.73 feet;

Thence, leaving said margin N 41° 59' E, 107.87 feet to a point;

Thence, N 08° 33' E, 214.71 feet to a point;

Thence, N 16° 52' E, 120.00 feet to a point;

Thence, N 84° 09' E, 174.35 feet to a point;

Thence, S 41° 14' E, 242.31 feet to a point;

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Thence, S 10° 53' E, 168.49 feet to a point;

Thence, S 47° 09' W, 143.46 feet to a point;

Thence, S 46° 52' W, 120.00 feet to a point;

Thence, S 38° 15' W, 350.01 feet to the easterly margin of Old Hickory Boulevard, the point of beginning.

Said excluded parcel contains 5.09 acres, more or less, leaving a net area of 270.9 acres, more or less, in the above described Tract I.

Tract II

Beginning at a point in the west margin of Old Hickory Boulevard said point being in the north line of John C. Beasley's property;

Thence, N 84° 53' W, 1073.2 feet with said Beasley's north line to a point in the east boundary of E. H. Duncan's property;

Thence, N 6° 25' E, 1080.6 feet along the east boundaries of said Duncan, Victor T. Forte, Jr., and Metropolitan Government to a point in said line of the Metropolitan Government property;

Thence, with said Metropolitan Government line as follows:

N 56° 45' E, 369.0 feet to a point;
N 55° 45' E, 100 feet to a point;
N 35° 45' E, 294.5 feet to a point in the west margin of Old Hickory Boulevard;

Thence, with said margin of Old Hickory Boulevard as follows:

Southeasterly 238.3 feet with a curve to the right having a radius of 1387.4 feet to a point;
N 60° 21' E, 15 feet to a point;
Southeastwardly 636.4 feet with a curve to the right having a radius of 1402.4 feet to a point;
S 3° 39' E, 500 feet to a point;
S 86° 21' W, 5 feet to a point;
S 3° 39' E, 200 feet to a point;
N 86° 21' E, 5 feet to a point;
S 3° 39' E, 175.9 feet to the point of beginning.

Containing 29.44 acres, more or less.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Tract III

Beginning at a point at the intersection of the west margin of Old Hickory Boulevard with the east boundary line of John C. Beasley, et ux, as of record in Book 3314, Page 191, R.O.D.C., said point being 30 Feet west of the centerline of Old Hickory Boulevard and 3743.3± ft. north of the north margin of U. S. Highway 70-S as measured along the west margin of said Old Hickory Boulevard;

Thence, with the west margin of Old Hickory Boulevard as follows:

Southeastwardly with a curve to the left having a radius of 1462.4 feet, 506.6 feet to a point;
S 29° 52' E, 422.1 feet to a point;
Southeasterly with a curve to the right having a radius of 1402.4 feet, 97.1 feet to a point;

Thence, S 73° 20' W, 315.3 feet to a point;

Thence, S 78° 59' W, 202.4 feet to a point in the east line of said Beasley;

Thence, N 3° 58' E, 1057.3 feet with said Beasley's east line to the point of beginning.

Containing 5.38 acres, more or less.

Barge, Waggoner, Sumner and Cannon
File No. 4371-06
April 13, 1976
Revised April 19, 1976
Revised April 28, 1976
Revised July 22, 1976

SURVEYOR'S DESCRIPTION

("BG Extension Road")

A tract or parcel of land in the Ninth Civil District of Davidson County, Tennessee, being a 50-foot wide strip of land extending in a northerly direction generally from the northern most point of the Perimeter Road, across a portion of Parcel 7-A and a portion of the BG Property and the ABC Property and being more particularly described as follows:

Beginning at the point of intersection of the northerly boundary of the BG Property and the easterly line of said 50-foot strip of land. Said point being S 86° 21' W, 12½± feet from the northeast corner of said BG Property:

Thence, with said easterly line and crossing said BG property S 7° 35' 02" W, 447± feet to the northern most point of the perimeter road;

Thence, crossing said perimeter road N 82° 24' 58" W, 50.0 feet to a point in the westerly line of said 50-foot strip of land;

Thence, with said westerly line N 7° 35' 02" E, 437± feet to the northerly boundary of said BG property;

Thence, with said northerly boundary N 86° 21' E, 51± feet to the point of beginning.

Containing 0.51 acre, more or less.

Barge, Waggoner, Sumner and Cannon
File No. 4371-06
April 14, 1976
Revised April 19, 1976

EXHIBIT B

SURVEYOR'S DESCRIPTION
("BG Property")

Being a tract of land in the Eighth Civil District of Davidson County, Tennessee, located on the easterly side of Old Hickory Boulevard adjacent to the Belle Forest Apartments on the northerly side..

Beginning at the point of intersection of the easterly margin of Old Hickory Boulevard and the northerly boundary of the Belle Forest Apartments, said point being 53 feet east of the centerline of said Old Hickory Boulevard;

Thence, with an offset in the right-of-way of Old Hickory Boulevard, S 64° 17' W, 23.0 feet to a point 30 feet east of said centerline;

Thence, continuing with said margin with a curve to the left 109.2 feet to a point, said curve having a radius of 1,462.40 feet, a central angle of 04° 16' 37", and a tangent distance of 54.61 feet;

Thence, N 29° 52' W, 422.1 feet to a point;

Thence, with a curve to the right 641.69 feet to a point, said curve having a radius of 1,402.40 feet, a central angle of 26° 13', and a tangent distance of 326.56 feet;

Thence, continuing with said margin N 03° 39' W, 227.0 feet to a point where said margin intersects the east line of the property conveyed to John C. Beasley, et ux. of record in Book 3314, Page 191, R.O.D.C.;

Thence, leaving said margin of Old Hickory Boulevard with said east line of Beasley's property N 03° 48' E, 235.9 feet to his northeast corner;

Thence, with Beasley's north line N 84° 53' W, 31.0 feet to the easterly margin of Old Hickory Boulevard;

Thence, leaving said margin at right angles N 86° 21' E, 1,796.9± feet to a point;

Thence, S 49° 03' E, 803.5± feet to a point;

Thence, S 40° 57' W, 300.0± feet to the northeasterly boundary of said Belle Forest Apartments;

Thence, with said boundary, the following calls:
N 57° 34' W, 235.0± feet to a point;
N 59° 31' W, 483.5 feet to a point;
S 18° 34' W, 370.0 feet to a point;
S 28° 34' W, 490.0 feet to a point;
S 53° 17' W, 420.0 feet to a point;
S 59° 32' W, 345.0 feet to a point;
S 64° 17' W, 119.4 feet to the point of beginning.

Containing 49.1 acres, more or less.

Barge, Waggoner, Sumner and Cannon
File No. 4371-06

April 8, 1976

Revised: April 19, 1976

EXHIBIT C

File No. 4371

SURVEYOR'S DESCRIPTION
CENTENNIAL OPTION PROPERTY BOOK 5074 PAGE 915
PARCEL 7

A tract of land in the 8th Civil District of Davidson County, Tennessee, being more particularly described as follows:

Beginning at a point in the north margin of U. S. Highway 70-S, said point being in the west line of A. H. Storie;

Thence, with the north margin of U. S. Highway 70-S as follows:

S 64° 47' W, 343.0 feet to a point;
N 25° 13' W, 40 feet to a point;
S 64° 47' W, 550 feet to a point;
S 25° 13' E, 40 feet to a point;
S 64° 47' W, 162 feet to a point in said highway margin and in the east boundary of Belle Forest Shopping Center property as of record in Book 4175, Page 124, R.O.D.C.;

Thence, with said shopping center, N 25° 13' W, 469.6 feet to a point;

Thence, S 64° 47' W, 353.7 feet to a point in the east margin of Old Hickory Boulevard;

Thence, with said margin of Old Hickory Boulevard as follows:

Northeasterly 303.6 feet with a curve to the right having a radius of 1402.65 feet to a point;
N 25° 51' E, 225.6 feet to a point;
S 64° 12' E, 23 feet to a point;
N 25° 51' E, 369.9 feet to a point;
Northerly 1333.6 feet with a curve to the left having a radius of 1485.4 feet to a point;

Thence, N 64° 17' E, 119.4 feet to a white oak in fence line;

Thence, Northerly and generally following an old fence line as follows:

N 15° 27' E, 591.5 feet to a point;
N 49° 16' W, 74.4 feet to a point;
N 8° 46' E, 519.5 feet to a point;
N 15° 48' W, 333.9 feet to a point;
N 26° 43' W, 490.4 feet to a point;
N 4° 53' W, 576.9 feet to a point;
N 35° 50' E, 148.3 feet to a point;
N 20° 10' E, 175.3 feet to a point;
N 5° 43' E, 504.3 feet to a point;
N 6° 36' W, 355.6 feet to a point in the south line of Sam Davis Bell;

Thence, S 88° 40' E, 1608.8 feet with said Bell and P. A. Cartwright's south line to a point at said Cartwright's southeast corner;

Thence, N 5° 14' E, 683.3 feet with said Cartwright's east line to a point in the south boundary of West Meade Farms Subdivision;

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

EXHIBIT D

Thence, with said [illegible] Meade Farms Subdivision as follows:

S 68° 28' E, 165.9 feet to a point;
N 82° 46' E, 255.2 feet to a point;
N 75° 56' E, 171.6 feet to a point;
S 25° 52' E, 25.9 feet to a point;
S 66° 14' E, 171.3 feet to a point;
S 51° 34' E, 259.8 feet to a point;
S 64° 17' E, 295.3 feet to a point;
S 25° 29' E, 313.7 feet to a point;
S 55° 27' E, 141.8 feet to a point;
S 58° 39' E, 373.7 feet to a point;
S 46° 20' E, 632.7 feet to a point;
S 50° 40' E, 125.0 feet to a point in said subdivision boundary and a corner to A. T. Levine, Jr.

Thence, with said Levine's property as follows:

S 64° 16' W, 845.3 feet to a point;
S 38° 24' W, 200.8 feet to a point;
S 17° 08' W, 351.1 feet to a point;
S 5° 30' W, 273.3 feet to a point;
S 32° 12' W, 403.2 feet to a point;
S 20° 7' W, 1592.3 feet to a point, a corner to said Levine and H. W. Wells;

Thence, with Wells' line as follows:

N 61° 16' W, 401.8 feet to a point;
S 56° 27' W, 392.9 feet to a point;
S 35° 57' W, 315.7 feet to a point;
S 64° 26' W, 286.4 feet to a point;
S 21° 50' W, 47.0 feet to a point;

Thence, with said Wells, William Davis and A. H. Storie's line, S 2° 31' W, 1270.5 feet to the point of beginning.

Included in the above description,but excluded herein,is a parcel of land as shown on a Mortgage Survey by Alley, Brown and Pate entitled "Mortgage Survey for Belle Forest" and being generally described as follows:

Beginning at a point in the east margin of Old Hickory Boulevard, said point being a common point in the above described parcel;

Thence, N 64° 17' E, 119.4 feet to a white oak in fence line;

Thence, severing the original tract as follows:

N 59° 32' E, 345.0 feet to a point;
N 53° 17' E, 420.0 feet to a point;
N 28° 34' E, 490.0 feet to a point;
N 18° 34' E, 370.0 feet to a point;
S 59° 31' E, 483.45 feet to a point;
S 57° 34' E, 326.5 feet to a point;
S 33° 30' W, 360.0 feet to a point;
S 38° 31' W, 400.0 feet to a point;

RECORDER'S MEMO:
Legibility of writing, typing or printing unsatisfactory in this document when received.

S 30° 31' [illegible] 330.0 feet to a point;
S 47° 21' W, 520.0 feet to a point;
S 23° 24' W, 480.0 feet to a point;
S 34° 10' W, 465.0 feet to a point;
S 27° 48' W, 529.22 feet to a point;
N 64° 12' W, 262.0 feet to a point in the east margin of Old Hickory Boulevard, 53 feet east of the centerline of said Boulevard;

Thence, N 25° 51' E, 309.9 feet to a point in said margin;

Thence, Northerly, 1333.6 feet with a curve to the left having a radius of 1485.4 feet to the point of beginning.

Said excluded parcel contains 41.75 acres, more or less, leaving a net area of 272.25 acres, more or less, in the above described Parcel 7.

RECORDER'S MEMO:
[illegible] Typing or Printing in this
[illegible] Unsatisfactory Item Received.

File No. 43/1

SURVEYOR'S DESCRIPTION
SOUTHERLY PART, PARCEL 3

BOOK 5074 PAGE 918

A tract of land in the 8th Civil District of Davidson County, Tennessee, being more particularly described as follows:

Beginning at a point in the east margin of Old Hickory Boulevard, said point being 30 ft. from the centerline of said Boulevard and 2709± ft. north of the north margin of U. S. Highway 70-S as measured along the east margin of said Old Hickory Boulevard;

Thence, with said margin of Old Hickory Boulevard as follows:

Northwesterly 109.2 feet with a curve to the left having a radius of 1462.4 feet to a point;
N 29° 52' W, 472.1 feet to a point;
Northwesterly 476.3 feet with a curve to the right having a radius of 1402.4 feet to a point;

Thence, N 68° 40' E, 786.7 feet to a tree in a fence line;

Thence, Southerly and generally following an old fence line as follows:

S 8° 46' W, 519.5 feet to a point;
S 49° 16' E, 74.4 feet to a point;
S 15° 27' W, 591.5 feet to a point;
S 64° 17' W, 142.4 feet to the point of beginning.

Containing 11.65 acres, more or less.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

File No. 4571

SURVEYOR'S DESCRIPTION
PARCEL 5

BOOK 5074 PAGE 919

A tract of land in the 8th Civil District of Davidson County, Tennessee, being more particularly described as follows:

Beginning at a point at the intersection of the west margin of Old Hickory Boulevard with the east boundary line of John C. Beasley, et ux, as of record in Book 3314, Page 191, R.O.D.C., said point being 30 feet west of the centerline of Old Hickory Boulevard and 3743.3± ft. north of the north margin of U. S. Highway 70-S as measured along the west margin of said Old Hickory Boulevard;

Thence, with the west margin of Old Hickory Boulevard as follows:

Southeastwardly with a curve to the left having a radius of 1462.4 feet, 506.6 feet to a point;
S 29° 52' E, 422.1 feet to a point;
Southeasterly with a curve to the right having a radius of 1402.4 feet, 97.1 feet to a point;

Thence, S 73° 20' W, 315.3 feet to a point;

Thence, S 78° 59' W, 202.4 feet to a point in the east line of said Beasley;

Thence, N 3° 58' E, 1057.3 feet with said Beasley's east line to the point of beginning.

Containing 5.38 acres, more or less.

DEED DESCRIPTION
FIRST FLEMING TRACT

A tract of land containing approximately Thirty Seven (37) acres, more or less, and being bounded on the South and East by W. L. Horn Tract, on the North and West by the Edwin C. DeMose Estate, and further on the West by the John C. Beasley Tract. Being all of the property which the said S. S. Fleming did own in the 8th Civil District of Davidson County, Tennessee at the time of his death. Beginning at a point in the Horn Tract West Boundary Line, same being the Fleming and Horn corner in the John C. Beasley East boundary line at a White Oak in said fence line; thence North 79° 42' East, 202 ft. to a point; thence North 73° 20' East, 315.3 ft. to a point in the West margin of the Old Hickory Boulevard right of way; thence North 71° 37' East 60.2 ft. across the Old Hickory Boulevard right of way to the East boundary of the Old Hickory Boulevard right of way; thence North 64° 17' East 142.4 ft. to a White Oak in fence; thence North 15° 34' East, 588.8 ft. to a White Oak in fence; thence North 49° 16' West 74.4 ft. to a White Oak in fence; thence North 8° 46' East 519.5 ft. to a tree in fence; thence North 15°48' West 333.9 ft. to a tree in fence; thence North 26° 43' West 490.4 ft., all calls to this point having been along the boundary line between the Fleming and Horn Tracts as established by an existing fence; thence leaving said Horn boundary line, and continuing with the boundary line of the DeMose estate North 37° West crossing the Old Hickory Blvd. 60.2 ft. right of way at 375 ft., a total distance of 1,600 ft. to a point; thence South 0° 363 ft. to a point; thence South 77° East 1,120 ft. to the West right of way line of Old Hickory Blvd; thence with the West right of way of Old Hickory Blvd. South 4° East, 450 ft. to a point; thence leaving said West boundary line of Old Hickory Blvd. right of way South 4° West 1,112 ft. to the point of beginning. Included in the above tract is all of the Old Hickory Blvd. right of way from its entrance into the Fleming property at the boundary line between Fleming and Horn on the South and its exit at the boundary line of Fleming and DeMose on the North, all of which right of way area is expressly excluded from this conveyance.

The above description is taken from that certain instrument styled "Executor's Installment Deed" dated December 28, 1967, of record in Book 4310, page 572, Register's Office for Davidson County, Tennessee.

EXHIBIT E

May 31, 1972
File No. 4371-03

SURVEYOR'S DESCRIPTION

PARCEL 1 BOOK 5074 PAGE 921

A parcel of land in the 8th Civil District of Davidson County, Tennessee, being more particularly described as follows:

Parcel 1

Beginning at an iron pin in the west margin of Old Hickory Boulevard, said point being in the north line of John C. Beasley, et ux, property;

Thence, N 84° 53' W, 1073.2 ft. with said Beasley's north line to a point in the east line of E. H. Duncan, et ux, property;

Thence, N 6° 25' E, 910.8 ft. with the west line of said Duncan, Victor T. Forte, Jr., and Metropolitan Government of Nashville and Davidson County to a point in the south line of formerly DeMoss Heirs property;

Thence, S 84° 52' E, 911.2 ft. to a point in the west margin of Old Hickory Boulevard;

Thence, southerly with said margin of Old Hickory Boulevard as follows:

Southerly 45.3 ft. with a curve to the right having a radius of 1402.40 ft. to a point;
S 3° 39' E, 500 ft. to a point;
S 86° 21' W, 5.0 ft. to a point;
S 3° 39' E, 200 ft. to a point;
N 86° 21' E, 5.0 ft. to a point;
S 3° 39' E, 175.9 ft. to the point of beginning.

Containing 20.72 acres, more or less.

EXHIBIT F-1

May 31, 1972
File No. 4371-03

SURVEYOR'S DESCRIPTION

PARCEL 2 BOOK 5074 PAGE 922

A parcel of land in the 8th Civil District of Davidson County, Tennessee, being more particularly described as follows:

Parcel 2

Beginning at a point in the east margin of Old Hickory Bouleverd, said point being in the north line of John C. Beasley, et ux;

Thence, northerly with said margin of Old Hickory Boulevard as follows:

N 3° 39' W, 785.1 ft. to a point;
N 86° 21' E, 10.0 ft. to a point;
N 3° 39' W, 100 ft. to a point;
Northerly 34.4 ft. with a curve to the left having a radius of 1472.40 ft. to a point in the south line of property formerly owned by DeMoss Heirs;

Thence, S 84° 52' E, 129.2 ft. to a point;

Thence, S 3° 4' W, 910.8 ft. to a point, said point being the northeast corner of said John C. Beasley;

Thence, N 84° 53' W, 31.0 ft. to the point of beginning.
Containing 1.74 acres, more or less.

EXHIBIT F-2

SURVEYOR'S DESCRIPTION
(PARCEL 3)

Being a tract of land in the Eighth Civil District of Davidson County, Tennessee, located on the easterly side of Old Hickory Boulevard adjacent to the Belle Forest Apartments on the northerly side.

Beginning at the point of intersection of the easterly margin of Old Hickory Boulevard and the northerly boundary of the Belle Forest Apartments, said point being 53 feet east of the centerline of said Old Hickory Boulevard;

Thence, with an offset in the right-of-way of Old Hickory Boulevard, S 64° 17' W, 23.0 feet to a point 30 feet east of said centerline;

Thence, continuing with said margin with a curve to the left 109.2 feet to a point, said curve having a radius of 1,462.40 feet, a central angle of 04° 16' 37", and a tangent distance of 54.61 feet;

Thence, N 29° 52' W, 422.1 feet to a point;

Thence, with a curve to the right 641.69 feet to a point, said curve having a radius of 1,402.40 feet, a central angle of 26° 13', and a tangent distance of 326.56 feet;

Thence, continuing with said margin N 03° 39' W, 227.0 feet to a point where said margin intersects the east line of the property conveyed to John C. Beasley, et ux of record in Book 3314, Page 191, Register's Office of Davidson County;

Thence, leaving said margin of Old Hickory Boulevard with said east line of Beasley's property N 03° 48' E, 235.9 feet to his northeast corner;

Thence, leaving said Beasley's property N 03° 04' E, 910.8 feet to a point;

Thence, N 84° 52' W, 129.2 feet to the easterly margin of Old Hickory Boulevard and corner to the James Robertson Home Site;

Thence, leaving said Old Hickory Boulevard and around said James Robertson Home Site the following calls:

N 38° 15' E, 350.01 feet to a point;
N 46° 52' E, 120.00 feet to a point;
N 47° 09' E, 143.46 feet to a point;
N 10° 53' W, 168.49 feet to a point;
N 41° 14' W, 242.31 feet to a point;
S 84° 09' W, 174.35 feet to a point;
S 16° 52' W, 120.00 feet to a point;
S 08° 33' W, 214.71 feet to a point;
S 41° 59' W, 107.87 feet to the easterly margin of Old Hickory Boulevard;

EXHIBIT F-3

Thence, with said easterly margin with a curve to the left 241.09 feet to a point, said curve having a radius of 1462.40 feet, a central angle of 9° 26' 45" and a tangent distance of 120.82 feet;

Thence, N 60° 21' E, 5.0 feet to a point;

Thence, with a curve to the left 204.89 feet to a point, said curve having a radius of 1,467.40 feet, a central angle of 8° 00', and a tangent distance of 102.61 feet;

Thence, N 52° 21' E, 20.0 feet to a point;

Thence, with a curve to the left 207.68 feet to a point, said curve having a radius of 1,487.40 feet, a central angle of 8° 00', and a tangent distance of 104.01 feet;

Thence, S 44° 21' W, 25.0 feet to a point;

Thence, with a curve to the left 88.91 feet to a point, said curve having a radius of 1,462.40 feet, a central angle of 3° 29', and a tangent distance of 44.47 feet;

Thence, N 49° 08' W, 386.5 feet to a point;

Thence, N 40° 52' E, 40.0 feet to a point;

Thence, with a curve to the right 17.37 feet to the intersection of said margin of Old Hickory Boulevard with the south line of Sam Davis Bell's property, said curve having a radius of 1,362.40 feet, a central angle of 0° 43' 52", and a tangent distance of 8.69 feet;

Thence, leaving said margin of Old Hickory Boulevard and with Bell's Line S 86° 09' E, 1,387.9 feet to a White Oak in fence;

Thence, southerly and generally following an old fence line as follows;

S 6° 36' E, 355.6 feet to a point;
S 5° 43' W, 501.3 feet to a point;
S 20° 10' W, 125.3 feet to a point;
S 35° 50' W, 148.3 feet to a point;
S 04° 53' E, 576.9 feet to a point;

Thence, leaving said fence line S 11° 58' W, 981.8 feet to a point;

Thence, N 68° 40' E, 552.8 feet to tree in fence;

Thence, southerly and generally following an old fence line as follows;
S 8° 46' W, 519.5 feet to a point;
S 49° 16' E, 74.4 feet to a point;
S 15° 27' W, 591.5 feet to a white oak in fence;

Thence, with the northerly line of the Belle Forest Apartments tract S 64° 17' W, 119.4 feet to the point of beginning.

Containing 42.74 acres, more or less.

SURVEYOR'S DESCRIPTION
(Parcel 3-A)

Being a tract or parcel of land in the Eighth Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point in the easterly margin of Old Hickory Boulevard, said point being 5248± feet north of the northerly margin of U.S. Highway 70-S;

Thence, with said easterly margin of Old Hickory Boulevard with a curve to the left 222.59 feet to a point, said curve having a radius of 1,472.40 feet, a central angle of 08° 39' 44" and a tangent distance of 111.51 feet;

Thence, S 76° 21' E, 10.00 feet to a point;

Thence, continuing with said margin with a curve to the left 167.29 feet to a point, said curve having a radius of 1462.40 feet, a central angle of 6° 33' 15" and a tangent distance of 83.73 feet;

Thence, leaving said margin N 41° 59' E, 107.87 feet to a point;

Thence, N 08° 33' E, 214.71 feet to a point;

Thence, N 16° 52' E, 120.00 feet to a point;

Thence, N 84° 09' E, 174.35 feet to a point;

Thence, S 41° 14' E, 242.31 feet to a point;

Thence, S 10° 53' E, 168.49 feet to a point;

Thence, S 49° 09' W, 143.46 feet to a point;

Thence, S 46° 52' W, 120.00 feet to a point;

Thence, S 38° 15' W, 350.01 feet to the easterly margin of Old Hickory Boulevard, the point of beginning.

Containing 5.09 acres, more or less.

Barge, Waggoner, Sumner and Cannon
File No. 4371-06
April 20, 1976

EXHIBIT F-3-A

Surveyor's Description
(Parcel 4)

Being a tract or parcel of land in the Eighth Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at the point of intersection of the westerly margin of Old Hickory Boulevard and the southerly line of the property conveyed to the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 3067, Page 168, Register's Office of Davidson County, Tennessee.

Thence, with said westerly margin of Old Hickory Boulevard with a curve to the right 238.31 feet to a point, said curve having a radius of 1387.40 feet, a central angle of 9° 50' 32" and a tangent distance of 119.45 feet;

Thence, N 60° 21' E, 15.0 feet to a point;

Thence, continuing with said margin with a curve to the right 591.14 feet to a point, said curve having a radius of 1402.40 feet, a central angle of 24° 09' 04", and a tangent distance of 300.01 feet;

Thence, leaving said margin N 84° 52' W, 911.2 feet to the east line of the property conveyed to the Metropolitan Government of Nashville and Davidson County, of record in Book 2992, Page 558, Register's Office of Davidson County;

Thence, with said east line N 6° 25' E, 169.8 feet to a point;

Thence, leaving said east line with a south line conveyed to Metropolitan Government of record in Book 3067, Page 168, Register's Office of Davidson County, N 56° 45' E, 369.0 feet to a point;

Thence, N 55° 45' E, 100.0 feet to a point;

Thence, N 35° 45' E, 294.5 feet to the westerly margin of Old Hickory Boulevard, the point of beginning.

Containing 8.72 acres, more or less.

Barge, Waggoner, Sumner and Cannon
File No. 4371-06
April 20, 1976

EXHIBIT F-4

File No. 4371

SURVEYOR'S DESCRIPTION
PARCEL 5

BOOK 5074 PAGE 927

A tract of land in the 8th Civil District of Davidson County, Tennessee, being more particularly described as follows:

Beginning at a point at the intersection of the west margin of Old Hickory Boulevard with the east boundary line of John C. Beasley, et ux, as of record in Book 3314, Page 191, R.O.D.C., said point being 30 feet west of the centerline of Old Hickory Boulevard and 3743.3± ft. north of the north margin of U. S. Highway 70-S as measured along the west margin of said Old Hickory Boulevard;

Thence, with the west margin of Old Hickory Boulevard as follows:

Southeastwardly with a curve to the left having a radius of 1462.4 feet, 506.6 feet to a point;
S 29° 52' E, 422.1 feet to a point;
Southeasterly with a curve to the right having a radius of 1402.4 feet, 97.1 feet to a point;

Thence, S 73° 20' W, 315.3 feet to a point;

Thence, S 78° 59' W, 202.4 feet to a point in the east line of said Beasley;

Thence, N 3° 58' E, 1057.3 feet with said Beasley's east line to the point of beginning.

Containing 5.38 acres, more or less.

EXHIBIT F-5

BOOK 5074 PAGE 328

SURVEYOR'S DESCRIPTION
(Parcel 6)

Being a tract or parcel of land in the Eighth Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point at the intersection of the easterly boundary line of property conveyed to John C. Bunsley and wife, of record in Book 3314, Page 191, Register's Office of Davidson County, Tennessee, and the easterly margin of Old Hickory Boulevard;

Thence, S 03° 39' E 227.0 feet;

Thence, with a curve to the left having a radius of 1402.40 feet, a distance of 165.4 feet;

Thence, leaving Old Hickory Boulevard N 68° 40' E 233.9 feet to the point of beginning;

Thence, N 11° 58' E 981.8 feet to a point in a fence in the westerly boundary line of the original Horn tract;

Thence, with said fence S 26° 43' E 490.4 feet to a tree in fence;

Thence, S 15° 48' E 333.9 feet to a tree in fence;

Thence, leaving said fence S 68° 40' W 552.3 feet to the point of beginning.

Containing 5.56 acres, more or less.

Barge, Waggoner, Sumner and Cannon
File No. 4371-06
April 19, 1976

EXHIBIT F-6

SURVEYOR'S DESCRIPTION
PARCEL 7 BOOK 5074 PAGE 929

A tract of land in the 8th Civil District of Davidson County, Tennessee, being more particularly described as follows:

Beginning at a point in the north margin of U. S. Highway 70-S, said point being in the west line of A. H. Storie;

Thence, with the north margin of U. S. Highway 70-S as follows:

S 64° 47' W, 343.0 feet to a point;
N 25° 13' W, 40 feet to a point;
S 64° 47' W, 550 feet to a point;
S 25° 13' E, 40 feet to a point;
S 64° 47' W, 162 feet to a point in said highway margin and in the east boundary of Belle Forest Shopping Center property as of record in Book 4175, Page 124, R.O.D.C.;

Thence, with said shopping center, N 25° 13' W, 469.6 feet to a point;

Thence, S 64° 47' W, 353.7 feet to a point in the east margin of Old Hickory Boulevard;

Thence, with said margin of Old Hickory Boulevard as follows:

Northeasterly 303.6 feet with a curve to the right having a radius of 1402.63 feet to a point;
N 25° 51' E, 225.6 feet to a point;
S 64° 12' E, 23 feet to a point;
N 25° 51' E, 309.9 feet to a point;
Northerly 1333.6 feet with a curve to the left having a radius of 1485.4 feet to a point;

Thence, N 64° 17' E, 119.4 feet to a white oak in fence line;

Thence, Northerly and generally following an old fence line as follows:

N 15° 27' E, 591.5 feet to a point;
N 49° 16' W, 74.4 feet to a point;
N 8° 46' E, 519.5 feet to a point;
N 15° 48' W, 333.9 feet to a point;
N 26° 43' W, 490.4 feet to a point;
N 4° 53' W, 576.9 feet to a point;
N 35° 50' E, 148.3 feet to a point;
N 20° 10' E, 125.3 feet to a point;
N 5° 43' E, 504.3 feet to a point;
N 6° 36' W, 355.6 feet to a point in the south line of Sam Davis Bell;

Thence, S 88° 40' E, 1608.8 feet with said Bell and P. A. Cartwright's south line to a point at said Cartwright's southeast corner;

Thence, N 5° 14' E, 633.3 feet with said Cartwright's east line to a point in the south boundary of West Meade Farms Subdivision;

EXHIBIT F-7

Thence, with said West Meade Farms Subdivision as follows:

S 68° 28' E, 165.9 feet to a point;
N 82° 46' E, 255.2 feet to a point;
N 75° 56' E, 121.6 feet to a point;
S 25° 52' E, 25.9 feet to a point;
S 60° 14' E, 171.3 feet to a point;
S 51° 34' E, 255.8 feet to a point;
S 64° 17' E, 295.3 feet to a point;
S 25° 29' E, 313.7 feet to a point;
S 55° 27' E, 141.8 feet to a point;
S 58° 39' E, 373.7 feet to a point;
S 46° 20' E, 632.7 feet to a point;
S 50° 40' E, 125.0 feet to a point in said subdivision boundary and a corner to A. T. Levine, Jr.

Thence, with said Levine's property as follows:

S 64° 16' W, 845.3 feet to a point;
S 38° 24' W, 200.8 feet to a point;
S 17° 08' W, 351.1 feet to a point;
S 5° 30' W, 273.3 feet to a point;
S 32° 12' W, 408.2 feet to a point;
S 20° 7' W, 1592.3 feet to a point, a corner to said Levine and H. W. Wells;

Thence, with Wells' line as follows:

N 61° 16' W, 401.8 feet to a point;
S 56° 27' W, 392.9 feet to a point;
S 35° 57' W, 315.7 feet to a point;
S 64° 26' W, 206.4 feet to a point;
S 21° 50' W, 47.0 feet to a point;

Thence, with said Wells, William Davis and A. H. Storie's line, S 2° 31' W, 1270.5 feet to the point of beginning.

Included in the above description,but excluded herein,is a parcel of land as shown on a Mortgage Survey by Alley, Brown and Pate entitled "Mortgage Survey for Belle Forest" and being generally described as follows:

Beginning at a point in the east margin of Old Hickory Boulevard, said point being 2693± feet north of the northerly margin of U.S. Highway 70-S;

Thence, N 64° 17' E, 119.4 feet to a white oak in fence line;

Thence, severing the original tract as follows:

N 59° 32' E, 345.0 feet to a point;
N 53° 17' E, 420.0 feet to a point;
N 28° 34' E, 490.0 feet to a point;
N 18° 34' E, 370.0 feet to a point;
S 59° 31' E, 483.45 feet to a point;
S 57° 34' E, 326.5 feet to a point;
S 33° 30' W, 360.0 feet to a point;
S 38° 31' W, 400.0 feet to a point;

S 30° 31' W, 330.0 feet to a point;
S 47° 21' W, 520.0 feet to a point;
S 23° 24' W, 450.0 feet to a point;
S 34° 10' W, 465.0 feet to a point;
S 27° 48' W, 529.22 feet to a point;
N 64° 12' W, 262.0 feet to a point in the east margin of Old Hickory Boulevard, 53 feet east of the centerline of said Boulevard;

Thence, N 25° 51' E, 309.9 feet to a point in said margin;

Thence, Northerly, 1333.6 feet with a curve to the left having a radius of 1485.4 feet to the point of beginning.

Said excluded parcel contains 41.75 acres, more or less, leaving a net area of 272.25 acres, more or less, in the above described Parcel 7.

Barge, Waggoner, Sumner & Cannon
File No. 4371
Revised April 19, 1976

SURVEYOR'S DESCRIPTION

(Parcel 7-A)

Being a tract or parcel of land in the Ninth Civil District of Davidson County, Tennessee, as shown on a mortgage survey by Alley, Brown and Pate entitled "Mortgage Survey for Belle Forest" and being generally described as follows:

Beginning at a point in the east margin of Old Hickory Boulevard, said point being 2693± feet north of the northerly margin of U.S. Highway 70-S;

Thence, N 64° 17' E, 119.4 feet to a white oak in fence line;

Thence, severing the original tract as follows:

N 59° 32' E, 345.0 feet to a point;
N 53° 17' E, 420.0 feet to a point;
N 28° 34' E, 490.0 feet to a point;
N 18° 34' E, 370.0 feet to a point;
S 59° 31' E, 483.45 feet to a point;
S 57° 34' E, 326.5 feet to a point;
S 33° 30' W, 360.0 feet to a point;
S 38° 31' W, 400.0 feet to a point;
S 30° 31' W, 330.0 feet to a point;
S 47° 21' W, 520.0 feet to a point;
S 23° 24' W, 450.0 feet to a point;
S 34° 10' W, 465.0 feet to a point;
S 27° 48' W, 529.22 feet to a point;
N 64° 12' W, 262.0 feet to a point in the east margin of Old Hickory Boulevard, 53 feet east of the centerline of said Boulevard;

Thence, N 25° 51' E, 309.9 feet to a point in said margin;

Thence, Northerly, 1333.6 feet with a curve to the left having a radius of 1485.4 feet to the point of beginning.

Containing 41.75 acres, more or less.

Barge, Waggoner, Sumner and Cannon
File No. 4371-05
April 19, 1976

EXHIBIT F-7-A

SURVEYOR'S DESCRIPTION
(Parcel 7-8)

Being a parcel of land in the Ninth Civil District of Davidson County, Tennessee, being Belle Forest Shopping Center of record in Book 4175, page 124, Register's Office of Davidson County, Tennessee, according to a survey by Alley, Brown & Pate and being more particularly described as follows:

Beginning at the point of intersection of the northerly margin of U.S. Highway 70-S, (said margin being 90 feet from the centerline) and the easterly margin of Old Hickory Boulevard, (said margin being 30 feet from the centerline);

Thence, with said margin of Old Hickory Boulevard N 2° 04' W, 163.60 feet to a point;

Thence, continuing with said margin 30 feet east of the centerline with a curve to the right 372.40 feet to a point, said curve having a radius of 1402.63 feet, a central angle of 15° 13' and a tangent distance of 187.36 feet;

Thence, leaving said Old Hickory Boulevard N 64° 47' E, 353.7 feet to a point;

Thence, S 25° 13' E, 469.6 feet to the northerly margin of U.S. Highway 70-S;

Thence, with said margin S 64° 47' W, 608.0 feet to the point of beginning.

Containing 5.34 acres, more or less.

The above described property is subject to a 10-foot strip along the westerly line for widening of Old Hickory Boulevard and a 10-foot water line easement 10 feet east of and parallel to said west line.

Barge, Waggoner, Sumner and Cannon
File No. 4371-06
April 19, 1976

EXHIBIT F-7-B

Surveyor's Description
Belle Forest Commercial Area

Being a tract of land in the Ninth Civil District of Davidson County, Tennessee. Being Lot No. 1, as shown on the plan of Belle Forest Commercial Area, as of record in Book 4885, Page 81, Register's Office of Davidson County, located on the easterly side of Old Hickory Boulevard adjacent to the Belle Forest Shopping Center on the northerly side, and being more particularly described as follows:

Beginning at the point of intersection of the easterly margin of Old Hickory Boulevard and the northerly line of Belle Forest Shopping Center of record in Book 4175, Page 124, Register's Office of Davidson County, said point being 40 feet east of the centerline of said Boulevard;

Thence, with said margin with a curve to the right 305.58 feet to a point, said curve having a radius of 1392.63 feet, a central angle of 12° 34' 20" and a tangent distance of 153.41 feet;

Thence, continuing with said margin N 25° 51' E 214.5 feet to the south line of Belle Forest Apartments extended;

Thence, leaving said margin with the south line of said Belle Forest Apartments S 64° 09' E, 275.0 feet to a point;

Thence, S 31° 43' W, 251.8 feet to the northeast corner of said Belle Forest Shopping Center;

Thence, with the northerly line of said shopping center S 64° 47' W, 343.5 feet to the point of beginning.

Containing 2.30 acres, more or less.

The above described property is subject to a 10 foot utilities easement adjacent to Old Hickory Boulevard and the southerly line.

BARGE, WAGGONER, SUMNER AND CANNON, INC.
File No. 4371-06
Date: April 8, 1976

File No. 4371

SURVEYOR'S DESCRIPTION
PARCEL 8

A tract of land in the 8th Civil District of Davidson County, Tennessee, being more particularly described as follows:

Beginning at a point at the intersection of the east margin of Hicks Road with the north margin of U. S. Highway 70-S;

Thence, N 4° 32' E, 613 feet to a point in said margin of Hicks Road;

Thence, N 2° 8' E, 1000.1 feet to a point in the line of John C. Beasley;

Thence, with said Beasley's line as follows:

S 86° 33' E, 806.9 feet to a point;
N 85° 40' E, 369.8 feet to a point;
N 4° 26' E, 1176.6 feet to a point;

Thence, N 78° 59' E, 202.4 feet to a point;

Thence, N 73° 20' E, 315.3 feet to a point in the west margin of Old Hickory Boulevard;

Thence, with the west margin of Old Hickory Boulevard as follows:

Southwardly with a curve to the right having a radius of 1402.63 feet, 1256.26 feet to a point;
S 25° 51' W, 536.2 feet to a point;
Southerly with a curve to the left having a radius of 1462.63 feet, 739.45 feet to a point;
S 2° 4' E, 185.6 feet to a point in the north margin of Highway 70-S;

Thence, with said margin of Highway 70-S in a westerly direction and with a curve to the right having a radius of 2865 feet, 868.4 feet to a point;

S 4° 33' E, 15 feet to a point;
S 85° 27' W, 400 feet to a point;
S 4° 33' E, 45 feet to a point
S 85° 41' W, 239.8 feet to the point of beginning.

Containing 69.2 acres, more or less.

EXHIBIT F-8

SURVEYOR'S DESCRIPTION BOOK 5074 PAGE 936

PERIMETER ROAD

A tract or parcel of land in the 9th Civil District of Davidson County, Tennessee, being a 50-foot roadway which circles the Belle Forest Apartments of record in Book 4561, Page 539, Register's Office of Davidson County, located on the easterly side of Old Hickory Boulevard, and being more particularly described as follows:

Beginning at the point of intersection of the easterly margin of Old Hickory Boulevard and the northerly margin of said 50-foot roadway located on the north side of the Belle Forest Apartments, said point 2,673± feet north of the northerly margin of U.S. Highway 70-S;

Thence, with said margin of 50-foot roadway southeasterly 10 feet± with a curve to the left having a radius of 25 feet to a point;

Thence, N 67° 16' E, 229.59 feet to a point;

Thence, with a curve to the left 96.94 feet to a point, said curve having a radius of 747.18 feet, a central angle of 7° 26' and a tangent distance of 48.54 feet;

Thence, N 59° 50' E, 124.64 feet to a point;

Thence, with a curve to the left 237.46 feet to a point, said curve having a radius of 931.89 feet, a central angle of 14° 36' and a tangent distance of 119.38 feet;

Thence, N 45° 19'E, 142.68 feet to a point;

Thence, with a curve to the left 304.32 feet to a point, said curve having a radius of 736.75 feet, a central angle of 23° 40' and a tangent distance of 154.36 feet;

Thence, N 21° 34'E, 426.05 feet to a point;

Thence, with a curve to the left 116.06 feet to a point, said curve having a radius of 475.00 feet, a central angle of 13° 58' 58' and a tangent distance 58.32 feet;

Thence, S 82° 24' 58" E, 50.00 feet to the easterly margin of said road as it meanders along the easterly side of said apartments;

Thence, with a curve to the left 29.63 feet to a point, said curve having a radius of 25.00 feet, a central angle of 67° 55' 02" and a tangent distance of 16.84 feet;

Thence, S 60° 20' E, 611.59 feet to a point;

Thence, with a curve to the left 34.35 feet to a point, said curve having a radius of 25.00 feet, a central angle of 78° 43' and a tangent distance of 20.50 feet;

EXHIBIT G

Thence, S 49° 03' E, 50.00 feet to the southerly margin of said road as it meanders along the southerly side of said apartments;

Thence, S 40° 57' W, 260.00 feet to a point;

Thence, with a curve to the left 128.72 feet to a point, said curve having a radius of 1475.00 feet, a central angle of 5° 00' and a tangent distance of 64.40 feet;

Thence, S 35° 57' W, 668.86 feet to a point;

Thence, with a curve to the right 118.00 feet to a point, said curve having a radius of 1525.00 feet, a central angle of 4° 26' and a tangent distance of 59.03 feet;

Thence, S 40° 23' W, 244.23 feet to a point;

Thence, with a curve to the left 287.74 feet to a point, said curve having a radius of 1081.05 feet, a central angle of 15° 15' and a tangent distance of 114.72 feet;

Thence, S 25° 08' W, 146.50 feet to a point;

Thence, with a curve to the right 157.25 feet to a point, said curve having a radius of 531.56 feet, a central angle of 16° 57' and a tangent distance of 79.21 feet;

Thence, S 42° 05' W, 100.00 feet to a point;

Thence, with a curve to the left 88.26 feet to a point, said curve having a radius of 425.54 feet, a central angle of 11° 53', and a tangent distance of 44.29 feet;

Thence, S 30° 12' W, 119.36 feet to a point;

Thence, with a curve to the left 203.37 feet to a point, said curve having a radius of 1963.83 feet, a central angle of 5° 56', and a tangent distance of 101.77 feet;

Thence, S 24° 16' W, 347.25 feet to a point;

Thence, with a curve to the right 199.88 feet to a point, said curve having a radius of 125.00 feet, a central angle of 91° 37', and a tangent distance of 128.58 feet;

Thence, N 64° 07' W, 93.09 feet to a point;

Thence, with a curve to the left 17± feet to the easterly margin of Old Hickory Boulevard, said curve having a radius of 25.00 feet;

Thence, with said margin of Old Hickory Boulevard N 25° 51' E, 60± feet to a point;

Thence, leaving said Old Hickory Boulevard with a curve to the left 17± feet to the northerly margin of said 50-foot roadway as it meanders along the southerly side of said apartments, said curve having a radius of 25.00 feet;

Thence, S 64° 07' E, 93.13 feet to a point;

Thence, with a curve to the left 119.93 feet to a point, said curve having a radius of 75.00 feet, a central angle of 91° 37' and a tangent distance of 77.15 feet;

Thence, N 24° 16' E, 347.25 feet to a point;

Thence, with a curve to the right 208.54 feet to a point, said curve having a radius of 2013.83 feet, a central angle of 5° 56' and a tangent distance of 104.37 feet;

Thence, N 30° 12' E, 119.36 feet to a point;

Thence, with a curve to the right 98.63 feet to a point, said curve having a radius of 475.54 feet, a central angle of 11° 53' and a tangent distance of 49.49 feet;

Thence, N 42° 05' E, 100.00 feet to a point;

Thence, with a curve to the left 142.46 feet to a point, said curve having a radius of 481.56 feet, a central angle of 16° 57' and a tangent distance of 71.75 feet;

Thence, N 25° 08' E, 146.50 feet to a point;

Thence, with a curve to the right 301.04 feet to a point, said curve having a radius of 1131.05 feet, a central angle of 15° 15' and a tangent distance of 151.42 feet;

Thence, N 40° 23' E, 244.28 feet to a point;

Thence, with a curve to the left 114.13 feet to a point, said curve having a radius of 1475.00 feet, a central angle of 4° 26' and a tangent distance of 57.09 feet;

Thence, N 35° 57' E, 668.86 feet to a point;

Thence, with a curve to the right 133.08 feet to a point, said curve having a radius of 1525.00 feet, a central angle of 5° 00' and a tangent distance of 66.58 feet;

Thence, N 40° 57' E, 158.03 feet to a point;

Thence, with a curve to the left 44.19 feet to the westerly margin of 50-foot roadway as it meanders the easterly side of said apartments, said curve having a radius of 25.00 feet, a central angle of 101° 17', and a tangent distance of 30.48 feet;

Thence, N 60° 20' W, 561.53 feet to a point;

Thence, with a curve to the left 44.15 feet to the southerly margin of roadway as it meanders along the northerly side of said apartments, said curve having a radius of 25.00 feet, a central angle of 101° 11' 38" and a tangent distance of 30.43 feet;

Thence, with a curve to the right 28.35 feet to a point, said curve having a radius of 525.00 feet, a central angle of 3° 05' 38" and a tangent distance of 14.18 feet;

Thence, S 21° 34' W, 426.05 feet to a point;

Thence, with a curve to the right 324.98 feet to a point, said curve having a radius of 786.75 feet, a central angle of 23° 40' and a tangent distance of 164.84 feet;

Thence, S 45° 14' W, 142.68 feet to a point;

Thence, with a curve to the right 250.20 feet to a point, said curve having a radius of 981.89 feet, a central angle of 14° 36', and a tangent distance of 125.78 feet;

Thence, S 59° 50' W, 124.64 feet to a point;

Thence, with a curve to the right 103.42 feet to a point, said curve having a radius of 797.18 feet, a central angle of 7° 26', and a tangent distance of 51.78 feet;

Thence, S 67° 16' W, 227.22 feet to a point;

Thence, with a curve to the left 10± feet to the easterly margin of Old Hickory Boulevard, said curve having a radius of 25.00 feet;

Thence, with said margin of Old Hickory Boulevard with a curve having a radius of 1485.4 feet, 55 feet to the point of beginning.

Containing 6.34 acres, more or less.

Barge, Waggoner, Sumner and Cannon
File No. 4371-06
April 9, 1976

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received.

EXHIBIT H

BOOK 5074 PAGE 940

OWNERS CERTIFICATE

SURVEYOR'S CERTIFICATE

RECORD

LEGEND

PROPOSED MORTGAGE BOUNDARY

EXISTING MORTGAGE BOUNDARY (BY OTHERS)

PROPOSED RELEASE FROM EXISTING MORTGAGE AREA

ORIGINAL MORTGAGE AREA = 41.75 ACRES
PROPOSED MORTGAGE AREA = 29.48 ACRES
PROPOSED RIGHT-OF-WAY DEDICATION = 6.34 ACRES

BELLE FOREST ESTATES

SECTION ONE
4TH CIVIL DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE
BELLE FOREST, A JOINT VENTURE
KIMBROUGH-KAVANAUGH & ASSOC.
CENTENNIAL EQUITIES CORP.

OWNERS

THIS PLAT CONTAINS _____ ACRES

BOOK 5074 PAGE 941

SURVEYOR'S DESCRIPTION
(Sanitary Sewer Extension Easement)

Being a tract or parcel of land in the Ninth Civil District of Davidson County, Tennessee. Located on the northeasterly side of the Belle Forest Apartments on Old Hickory Boulevard. Being a 10-foot wide strip of land extending in a northerly direction generally from the northeasterly most sanitary sewer connection point, across a portion of parcel 7-A and a portion of the BG property to the ABC property, the centerline of said 10-foot strip being more particularly described as follows:

Beginning at the point of intersection of the easterly boundary of the BG property and the centerline of said 10-foot strip, said point being N 49° 03' W 348± feet from the southeast corner of said BG property;

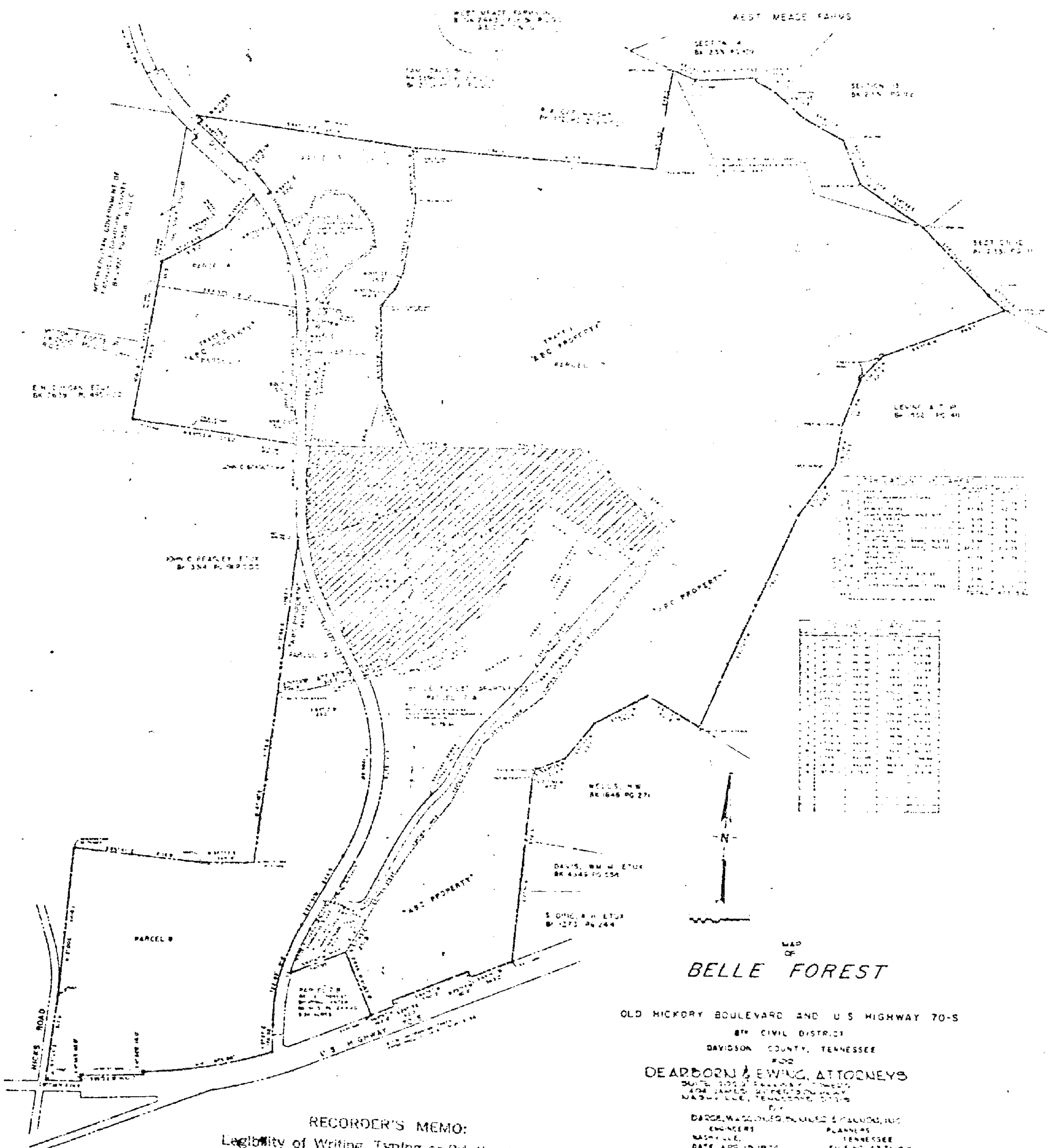
Thence, S 28° 19' W leaving said boundary and severing said BG property crossing the easterly line of parcel 7-A at 350± feet and crossing the perimeter road at 409± feet, in all a total distance of 459± feet to the westerly margin of said perimeter road and terminus of herein described easement.

Containing 0.1 acre, more or less.

Barge, Waggoner, Sumner and Cannon
File No. 4371-06
April 14, 1976

EXHIBIT I

BOOK 5074 PAGE 942

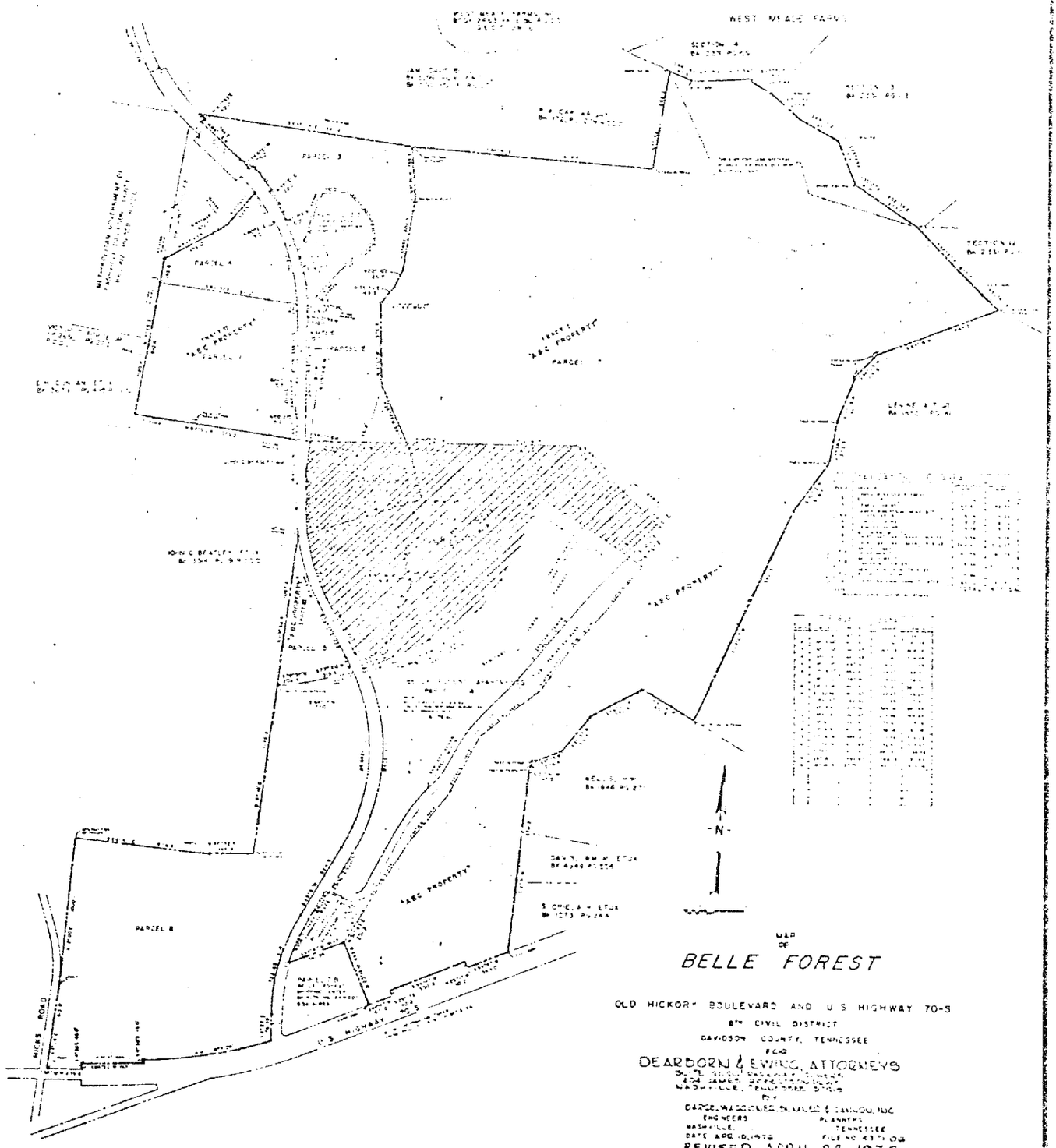


RECORDER'S MEMO:
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NOTE:
BASE MAP IS PROPERTY MAP PREPARED FOR BELLE FOREST DEVELOPMENT COMPANY, DATED FEB. 15, 1971, REVISED AUG. 5, 1971, FILE No. 4371.

SEE (REVISED) EXHIBIT J, FOR PROPER DESCRIPTION AS CENTENNIAL & BELLE FOREST ARE NOT PARTIES TO AGREEMENT

EXHIBIT J



MAP OF

BELLE FOREST

OLD HICKORY BOULEVARD AND U.S. HIGHWAY 70-S

8TH CIVIL DISTRICT

DAVIDSON COUNTY, TENNESSEE

FOR

DEARBORN & EWING, ATTORNEYS

BY

DAVID M. GOODRICH & ASSOCIATES, INC.

ENGINEERS PLANNERS

NASHVILLE TENNESSEE

DATE APPROPRIATE FILE NO. 4371.00

REVISED APRIL 28, 1976

REVISED JULY 23, 1976

NOTE:

BASE MAP IS PROPERTY MAP PREPARED FOR BELLE FOREST DEVELOPMENT COMPANY, DATED FEB. 15, 1971, REVISED AUG. 5, 1971, FILE No. 4371.

EXHIBIT J
(Revised)

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BOOK 5074 PAGE 944

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION GIVEN FOR THIS CONVEYANCE IS

$ 75,000.00 .

AFFIANT

Subscribed and sworn to
before me this 4th day
of October, 1976.

NOTARY PUBLIC

My Commission Expires: 1-29-77