6043 3

This instrument prepared by: Aladdin Resources, Inc., One Vantage Way, Suite 100, Nashville, Tennessee 37228.

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
The Corners Building, Inc.	(Same)	70-10-14
(NAME)	(NAME)	
One Vantage Way, Suite 100		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37228	BOOK 6042 PAGE 552	
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $813,000.00.

The Corners Building, Inc.

BY: _____
James W. Stringer
Vice President - Finance
and Treasurer

Subscribed and sworn before me, this the 21st day of April, 1983.

_____
Notary Public at Large

My Commission Expires: 8-9-86

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by THE CORNERS BUILDING, INC., a Delaware corporation, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, METROCENTER PROPERTIES, a Tennessee General Partnership, hereinafter called the GRANTOR, bargained and sold, and by these presents do transfer and convey unto THE CORNERS BUILDING, INC., hereinafter called GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

Being known and designated as Lot 37M as shown on a plat entitled "Section 17, Resubdivision of Part of Section II, MetroCenter, Tract 37L", and recorded among the Land Records of Davidson County, Tennessee in Plat Book 5800, Page 42. Containing 14.35 acres, more or less.

Being part of the property conveyed to MetroCenter Properties, a Tennessee General Partnership composed of Aladdin Resources, Inc., (formerly Pathfinder Resources, Incorporated), R.C. Mathews, Contractor, Inc., and Robert C.H. Mathews, Jr., by deed from Mat-Nel Company, of record in Book 4983, Page 781, said Register's Office, and in Cumberland Bend Investments, Inc., successor in interest to R.C. Mathews, Contractor, Inc., a Tennessee corporation, et al, by deed of record in Book 5718, page 52, said Register's Office.

This conveyance is made subject to Restrictive Covenants recorded in Book 4829, Page 722; Declaration of Special Covenants and Restrictions attached hereto and made a part hereof as Exhibit "A"; subject to recorded restrictions and easements; subject to easements shown on Plat of Survey, recorded in Book 5800, Page 42; Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and we do covenant with the

said GRANTEE that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our successors, assigns and representatives, to warrant and forever defend the title to the said land to said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under GRANTOR. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the undersigned, MetroCenter Properties has caused this deed to be executed this 21st day of April, 1983.

METROCENTER PROPERTIES, a
Tennessee General Partnership

BY: Aladdin Resources, Inc.,
a Delaware corporation,
Managing General Partner

BY: _____
James W. Stringer
Vice President - Finance
and Treasurer

ATTEST: _____
Deborah S. Peatross
Secretary

(Corporate Seal)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Mary Anne Blackman, a Notary Public within and for the State and County aforesaid, personally appeared James W. Stringer and Deborah S. Peatross with whom I am personally acquainted and who upon their several oaths acknowledge themselves to be the Vice President - Finance and Treasurer and Secretary respectively of ALADDIN RESOURCES, INC., a Delaware corporation, the within named bargainor, a corporation and that they as such Vice President - Finance and Treasurer and Secretary being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said James W. Stringer as such Vice President - Finance and Treasurer, and attesting the same by the said Deborah S. Peatross as such Secretary.

WITNESS my hand and official seal at office at Nashville, Tennessee on this 21st day of April, 1983.

_____
Notary Public

My Commission Expires: 8-9-86

EXHIBIT "A"

DECLARATION OF SPECIAL COVENANTS AND RESTRICTIONS

BOOK 6042 PAGE 554

This Declaration of Special Covenants and Restrictions between THE CORNERS BUILDING, INC. (a Delaware corporation), ("TCBI") and MetroCenter Properties, (a Tennessee General Partnership), ("MCP").

WHEREAS, TCBI owns all that tract of land known as Lot 37M, (the Property) as described in the deed from MCP to TCBI dated April 28, 1983 and recorded among the land records of Davidson County in Deed Book ___, Page ___.

WHEREAS, the Property is restricted to Commercial General use.

NOW THEREFORE, for valuable consideration and the representations, covenants, obligations and warranties hereinafter set forth by TCBI and MCP the parties hereto agree as follows:

A. TCBI hereby covenants, warrants and agrees for itself, its successors and assigns that the Property shall be used solely for:

1. An office/showroom facility consisting of two (2) one-story buildings totaling approximately 104,554 square feet of gross area. The exterior materials, roofing, color scheme and general appearance of the building shall be compatible with the criteria set forth by the Project Review Committee ("PRC") and with the existing buildings in the vicinity of the Property hereinabove described and shall be subject to the approval of the PRC hereinafter setforth.

For a period of twenty (20) years from the date hereof no use other than office, showroom, warehouse, or any combination thereof shall be made of the property without the prior written approval of MCP. Such approval shall be in the sole unreviewable discretion of MCP. Beginning twenty years from the date hereof no other use shall be made of the property without the prior written approval of the PRC or successor in the entity (or if there is no successor entity, then MCP). The said PRC, in determining whether to grant such approval shall take into account the necessity for and the suitability of the proposed use in the neighborhood, its effect on surrounding property, and the nature, quality, appearance and general compatibility of the structure proposed for such use to the character of MetroCenter. The failure to approve of one such use shall not bar further applications for other uses. In the event that such approval is obtained from the appropriate parties aforesaid, such party shall, at the expense of TCBI, its successors or assigns, record a written declaration thereof among the land records of Davidson County, Tennessee.

B. In the event of a breach of any of the special covenants or restrictions contained herein, MCP, or the PRC, as the case may be, shall have the right to injunctive relief and any other relief to which it may be entitled under law or equity including a Two Thousand Dollar ($2,000.00) per day penalty for each day of a continuing violation. The benefits of the special covenants and restrictions contained herein shall inure solely to the benefit of and be enforceable solely by MCP or its successors or assigns during such twenty (20) year period and thereafter, to or by the PRC or its successor.

C. The exterior materials, roofing, color scheme and general appearance of any building on the Property shall be subject to the approval of the PRC as constituted under the covenants and restrictions recorded among the land records of Davidson County in Deed Book 4829, Folio 722.

D. This Declaration of Special Covenants and Restrictions is intended to be complimentary to all covenants and restrictions herein before recorded among the land records of Davidson County which apply to the Property and to be solely for the benefit of MCP, its successors and assigns as herein set forth. In the event of any conflict between the provisions of any one or more or part of any one of these special covenants and restrictions, the provisions of the special covenants and restrictions shall prevail.

E. TCBI covenants and agrees that it will become a member of an association or associations which may hereinafter be formed by MCP for the purpose of the maintenance and improvement of common (including public) planted/landscaped areas in MetroCenter. Such association shall be formed among the owners of property in MetroCenter for the purpose of serving the mutual interest of such property owners and the preservation of the safety and aesthetic appeal of MetroCenter and any such association shall be cooperatively financed by its members on a pro rata basis proportionate to the land area owned by each in MetroCenter and any such association shall be non-profit with no part of its net earnings inuring to the benefit of any private person.

The formation and operation of any such association shall not affect the rights of MCP and others as set forth in any recorded covenants and restrictions to enforce any covenant, restriction or lien against the Property.

This Declaration of Special Covenants and Restrictions shall run with and bind the land and shall be binding upon its successors and assigns.

This Agreement is entered into by the parties this 21st day of April, 1983.

METROCENTER PROPERTIES, a Tennessee General Partnership

BY: ALADDIN RESOURCES, INC.
a Delaware corporation,
Managing General Partner

ATTEST: Deborah S. Peatross
Deborah S. Peatross
Secretary

BY: James W. Stringer
James W. Stringer
Vice President - Finance
and Treasurer

(Corporate Seal)

THE CORNERS BUILDING, INC.

ATTEST: Deborah S. Peatross
Deborah S. Peatross
Secretary

BY: James W. Stringer
James W. Stringer
Vice President - Finance
and Treasurer

(Corporate Seal)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Mary Anne Blackman, a Notary Public within and for the State and County aforesaid, personally appeared James W. Stringer and Deborah S. Peatross with whom I am personally acquainted and who upon their several oaths acknowledge themselves to be the Vice President - Finance and Treasurer and Secretary respectively of ALADDIN RESOURCES, INC., a Delaware corporation, the within named bargainor, a corporation and that they as such Vice President - Finance and Treasurer and Secretary being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said James W. Stringer as such Vice President - Finance and Treasurer, and attesting the same by the said Deborah S. Peatross as such Secretary.

WITNESS my hand and official seal at office at Nashville, Tennessee on this 21st day of April, 1983.

Mary Anne Blackman
Notary Public

My Commission Expires: 8-9-86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Mary Anne Blackman, a Notary Public within and for the State and County aforesaid, personally appeared James W. Stringer and Deborah S. Peatross with whom I am personally acquainted and who upon their several oaths acknowledge themselves to be the Vice President - Finance and Treasurer and Secretary respectively of THE CORNERS BUILDING, INC., a Delaware corporation, the within named bargainor, a corporation and that they as such Vice President - Finance and Treasurer and Secretary being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said James W. Stringer as such Vice President - Finance and Treasurer, and attesting the same by the said Deborah S. Peatross as such Secretary.

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WITNESS my hand and official seal at office at Nashville, Tennessee on this 21st day of April, 1983.

Mary Anne Blackman
Notary Public

My Commission Expires: 8-9-86

MARY ANNE BLACKMAN NOTARY PUBLIC AT LARGE

H 4:3 4:3.

IDENTIF. REFERENCE

APR 21 3 10 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

04/21 0125.00 - 0537

2030

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6042 PAGE 557

CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	CO TX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MO TX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			813000.00- CO	
			2113.80 CO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 2129.30-	
			2030A04/21/83 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

RECEIVED FOR REGISTRATION
APR 21 3 10 PM '83
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
IDENTIF. REFERENCE

No. 943709