This instrument prepared by: Charles A. Trost, Waller Lansden Dortch & Davis, 2100 One Commerce Place, Nashville, Tennessee 37239

SPECIAL WARRANTY DEED

Address New Owner(s) as Follows:	Send Tax Bills To:	Map-Parcel Numbers
Commerce Union Bank, Trustee One Commerce Place Nashville, Tennessee 37239	Same	81-4 222

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 6139 PAGE 991

The actual consideration or value, whichever is greater, for this transfer is $2,101,000.00.

Commerce Union Bank, Trustee
for the benefit of:
Aladdin Industries, Incorporated
Retirement Plan for Salaried
Employees

BY: Barbara T Richardson

Subscribed and sworn before me, this the 29th day of April, 1985.

James R. Cheshire, III
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 10-20-85

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by COMMERCE UNION BANK, TRUSTEE, under Special Purpose Trust Agreement For the Benefit of Aladdin Industries, Incorporated, Retirement Plan for Salaried Employees, 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 Commerce Union Bank, Trustee under Special Purpose Trust Agreement For the Benefit of Aladdin Industries, Incorporated, Retirement Plan for Salaried Employees, 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 No. 1, as shown on a plat entitled, "Resubdivision of Part of Mt. Vernon Plan, Section 6, MetroCenter, Tract 20," recorded April 15, 1977 among the Land Records of Davidson County, Tennessee in Plat Book 4955, Page 73. Containing 9.00 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.

Included in this conveyance is all of Grantor's right, title, and interest in all leases affecting the premises, including, without limitation, a lease between MetroCenter Properties and Associated Inns & Restaurants Company of America of a memorandum which is of record in Book 5225, page 12, R.O.D.C.

09/19 5478.10- CHECK

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This conveyance is made subject to Restrictive Covenants recorded in Book 5225, Page 125; Restrictive Covenants recorded in Book 4784, Page 659; Modification to Restrictive Covenants recorded in Book 5792, Page 787 and 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 4955, Page 73; 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 interests 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 29th 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)

H 74498

IDENTIF. REFERENCE

19 3 47 PM

RUSH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, James R. Cheshire, II 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, Managing General Partner of METROCENTER PROPERTIES, a Tennessee general partnership, the within named bargainor, a partnership, 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 managing general partner on behalf of the partnership 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 29th day of April, 1983.

James R. Cheshire, II
Notary Public

JAMES R. CHESHIRE, II NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 10/20/85

EXHIBIT "A"

DECLARATION OF SPECIAL COVENANTS AND RESTRICTIONS

This Declaration of Special Covenants and Restrictions between COMMERCE UNION BANK, TRUSTEE FOR THE BENEFIT OF ALADDIN INDUSTRIES, INCORPORATED, RETIREMENT PLAN FOR SALARIED EMPLOYEES, ("CUB") and METROCENTER PROPERTIES, (a Tennessee General Partnership), ("MCP").

WHEREAS, CUB owns all that tract of land known as Lot 20, (the Property) as described in the deed from MCP to CUB dated April 25, 1983 and recorded among the Land Records of Davidson County in Deed Book 6139 Page 991.

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 CUB and MCP the parties hereto agree as follows:

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

1. A 298-room hotel with convention, restaurant and ancillary hotel uses.

For a period of twenty (20) years from the date hereof no use other than a 298-room hotel with convention, restaurant and ancillary hotel uses 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 CUB, 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 5225, Page 125; Deed Book 4784, Page 659; and Deed Book 5792, Page 787.

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. CUB 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 preseration 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 persons.

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.

F. Nothing contained herein shall be construed to impose the duties, covenants, and warranties of that Declaration on Commerce Union Bank, Trustee, other than as Commerce Union Bank as Trustee for the benefit of Aladdin Industries, Incorporated Retirement Plan for Salaried Employees.

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 29th 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)

COMMERCE UNION BANK, as Trustee for the benefit of:

Aladdin Industries, Incorporated Retirement Plan for Salaried Employees

WITNESS: Charles L. Frost

BY: Barbara J. Richards

(Corporate Seal)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, James R. Cheshire III, 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, Managing General Partner of METROCENTER PROPERTIES, a Tennessee general partnership, the within named bargainor, a partnership, 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 partnership 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 29th day of April, 1983.

James R. Cheshire III
Notary Public

My Commission Expires: 10-20-85

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 6139 PAGE 995

Before me, James R. Cheshire, III, a Notary Public within and for the State and County aforesaid, personally appeared BARBARA F. RICHARDS with whom I am personally acquainted and who upon her oath acknowledged herself to be the VICE PRESIDENT respectively of COMMERCE UNION BANK, TRUSTEE the within named bargainor, and that as such VICE PRESIDENT being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the COMMERCE UNION BANK, TRUSTEE by the said BARBARA F. RICHARDS as such VICE PRESIDENT.

WITNESS my hand and official seal at office at Nashville, Tennessee on this 14th day of April, 1983.

James R. Cheshire, III
Notary Public

JAMES R. CHESHIRE, III NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 10-20-85

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6139 PAGE 996

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
		2,101,000.00 Conv.		

5462.60 CO TX
.50 PRFEE
15.00 WDEED
CHECK 5478.10-
8520A09/19/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H74498

IDENTIF. REFERENCE

SEP 19 3 47 PM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 979777

Void

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BOOK 6139 PAGE 998

BOOK 6139 PAGE 999

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BOOK 6139 PAGE 997

BOOK 6139 PAGE 998

BOOK 6139 PAGE 999

09/19 5.00- CHECK

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SS.

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BOOK 6139 PAGE 937

BOOK 6139 PAGE 938

BOOK 6139 PAGE 939