Name and Address of New Owner as follows:

Edward Goodman, Gary A. Zimmerman, Joan G. Zimmerman, Charles Goodman, Barbara Goodman, Henry Berman, Esther Berman, Richard Greene, Lorrie Greene, Sigmund Zimmerman, Shirley Zimmerman, c/o Gary A. Zimmerman, 1695 Mission Street, San Francisco, California 94103

Mail Tax Bills to:

Gary A. Zimmerman
1695 Mission Street
San Francisco, California 94103

Map and Parcel No.: 106-6-61
Field Book 6DA-650

- -

SPECIAL WARRANTY DEED

(INCLUDING RESERVATIONS, OPTIONS, ASSIGNMENTS, COVENANTS AND EXCEPTIONS)

INTERNATIONAL HARVESTER COMPANY, a Delaware corporation, which acquired title as International Harvester Company, a New Jersey corporation ("Grantor"), for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration in hand paid, does hereby bargain, sell, grant, convey and confirm to Edward Goodman, trustee for The Goodman 1981 Revocable Trust, as to an individual 37% interest; Gary Arnold Zimmerman and Joan Goodman Zimmerman, trustees for The Gary and Joan Zimmerman 1982 Revocable Trust, as to an undivided 40% interest; Charles Goodman and Barbara Goodman, husband and wife, as Community Property, as to an undivided 10% interest; Henry Berman and Esther Berman, husband and wife, as Community Property, as to an undivided 5% interest; Richard Greene and Lorrie Greene, husband and wife, as Community Property, as to an undivided 5% interest, Sigmund Zimmerman and Shirley Zimmerman, husband and wife, as Community Property, as to an undivided 3% interest, and their successors and assigns ("Grantee"), all as tenants in common all the real property (the "Property") situated in Nashville, Tennessee, described more fully on Exhibit A attached hereto and by reference incorporated herein, subject to the reservations, options, assignments, covenants and exceptions set forth below.

RECITALS

A. The Property is presently subject to that certain unrecorded lease dated September 26, 1978, as amended by that certain First Amendment To Lease, dated as of Feb 22, 1984, between Muller International Trucks, Inc., as tenant (the "Tenant"), and Grantor, as landlord (the "Lease"), with a term expiring on October 31, 1993.

B. Grantor has agreed to assign to Grantee its interest as landlord under the Lease.

C. Grantor and Tenant are parties to a certain Dealer Sales and Service Agreement pursuant to which Tenant operates an International Harvester dealership on the Property.

D. The Grantor and the Grantee have agreed, pursuant to that certain Amended and Restated Real Estate Sales Agreement between Grantor and Grantee, dated February 6, 1984 (the "Sales Agreement"), that Grantor shall retain the right to a portion of the monthly payments received from the Tenant or its successors, assigns, or affiliates (defined therein and referred to herein as the "Seller's Retained Interest") and shall retain certain options to lease the Property on the terms of the Lease.

E. The parties to this Deed have reached an agreement on purchase price, taking into account non-monetary considerations such as Grantor's desire, by reservation of the lease option rights herein set forth, to ensure an orderly transition of its dealership should the Lease or its Dealer Sales and Service Agreement with Tenant be terminated.

RESERVATIONS, OPTIONS, ASSIGNMENTS, COVENANTS AND EXCEPTIONS

1. Warranty. Grantor, for itself and its successors, does hereby covenant, promise and agree, to and with Grantee, and its successors, that it has not done or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as herein stated, and that it will warrant and defend the Property against any persons claiming or to claim the same, by, through or under Grantor, but not further or otherwise.

2. Reservation of Retained Interest

(a) Retained Interest. There is hereby reserved to Grantor, its successors and assigns, the right to receive each month from the date hereof to October 31, 1993 the Seller's Retained Interest in an amount equal to the excess, if any, of (i) the gross rental income actually payable with respect to the Property by the Tenant, its successors, assigns, or affiliates, over (ii) the amount obtained by multiplying (x) the amount of Two Hundred Eighty One Thousand Five Hundred Thirty Two and 00/100 Dollars ($281,532) by (y) one-twelfth of fourteen and one-half percent (1.208%) for rental payments received from the date hereof to October 31, 1988 or one-twelfth of fifteen and one-half percent (1.292%) for rental payments received from November 1, 1988 to October 31, 1993. Each payment required pursuant to this Section 2 shall be made without adjustment for or offset with respect to any earlier or later payment received by Grantor with respect to the Property or any other property described in the Sales Agreement and subject to the Seller's Retained Interest.

(b) Termination of Retained Interest. Grantor's rights pursuant to this Section 2 shall terminate upon (i) Grantee's exercise of its right to purchase the Seller's Retained Interest as set forth in Section 16(a) of the Sales Agreement and Grantor's receipt of the amount required thereunder in full payment for the Seller's Retained Interest, (ii) Grantor's failure to exercise its option to lease within the period of time permitted for such exercise pursuant to Section 3 hereof, or (iii) Grantor's full receipt of all amounts of Seller's Retained Interest pursuant to Section 2(a) hereof.

(c) Present and Successor Lessees. The amount of payments of Seller's Retained Interest with respect to the Property due each month pursuant to Section 2(a) hereof through October 31, 1993 shall be based on actual rent payments received (i) pursuant to the Lease from the Tenant, its successors, assigns, or its affiliates, or (ii) pursuant to any other lease hereafter executed by Grantee, its successors, assigns, or affiliates, and the Tenant, or its successors, assigns or affiliates occupying all or any part of the Property; provided that Grantor shall not be due any Seller's Retained Interest hereunder following any lease termination with regard to any Lease and Grantor's failure to exercise its option pursuant to Section 3 hereof. The Grantee shall permit the Grantor to inspect its records concerning the leases and payments made by the Tenant at reasonable times and as often as may be reasonably requested by the Grantor.

3. Reservation of Options to Lease

(a) Option. There is hereby reserved to Grantor, its successors and assigns, the option to lease the Property from Grantee, its successors and assigns, if, for any reason, the Dealer Sales and Service Agreement between Tenant and Grantor is cancelled or terminated or the Grantee terminates or cancels the Lease because of a breach thereof or default thereunder by the Tenant, its successors or assigns. Grantor may exercise this option at any time within the one hundred twenty (120) days following written notice to Grantor from Grantee of such cancellation or termination of the Lease, or one hundred twenty (120) days following cancellation or termination of the Dealer Sales and Service Agreement, by giving Grantee written notice of its intent so to do. In the case of a breach of the Dealer Sales and Service Agreement, Grantor's rights hereunder shall continue in effect notwithstanding any prior purchase of the Property by the Tenant and any merger of the Lease as a result of such purchase. In the case of a breach of the Lease, (a) the Grantor shall have no duty to cure any breach or default by Tenant committed prior to Grantor's exercise of the option, and (b) the Grantor shall make any rental payments due by Tenant during the option period within fifteen (15) days following written demand therefor from Grantee.

(b) Grantor's Lease Upon Exercise of Option. Grantor's lease of the Property upon exercise of the foregoing option (the "Grantor's Lease") shall be on the same terms and conditions as contained in the Lease, except that the monthly rental payments due from Grantor after the exercise of its option shall be an amount equal to monthly

payments due under the Lease as if no breach had occurred less Seller's Retained Interest payments due to Grantor, which net amount shall be in full satisfaction of the payment requirements of the Lease. In the event said option is exercised, the Lease, as the same may have been amended, restated and supplemented, is thereupon hereby terminated, and the Grantor's Lease on the terms set forth herein is hereby created. Grantee and Grantor shall execute and deliver any documents or instruments reasonably necessary to memorialize the Grantor's Lease as created by exercise of such option.

(c) Transfer of Grantor's Lease. In the event of an exercise of such option by Grantor, Grantor shall have the further right to sublease, assign or otherwise transfer its lease during the term of the Grantor's Lease, without the consent of Grantee, to any other entity for use only for businesses or operations of the type engaged in by Grantor or its affiliates or franchisees, and continue to receive Seller's Retained Interest payments from Grantee based on payments made by such entity to Grantee. If Grantor requests Grantee's consent to any such transfer, such consent shall not be unreasonably withheld or delayed. If any such transfer is with the consent of Grantee, then Grantor shall thereafter have no further obligations under the Grantor's Lease. If any such transfer is without the consent of Grantee, then Grantor shall remain obligated to Grantee under the Grantor's Lease. In the event that Grantor does not exercise its option hereunder following any breach or default permitting exercise of such option, Seller's Retained Interest shall cease.

4. Covenants

(a) Non-disturbance of Option. During the term of the Lease, Grantee shall not create, allow, permit, nor have the power to create, allow or permit any lien, encumbrance, mortgage or other interest which disturbs, interferes with or prevents Grantor's lease option rights reserved hereunder and rights of possession pursuant thereto, including, without limitation, mortgages, leasehold interests, or rights in any mortgagee to accelerate or charge payments due upon Grantee's breach, violation or default under any mortgage or similar interest or upon exercise by Grantor of its options reserved hereunder.

(b) Amendment of Lease. Grantee may amend, restate, or supplement the Lease without the consent or approval of Grantor following the recordation of this Deed; provided, however, that (i) Grantee shall not delete, modify, or amend its right to declare a default under the Lease if the Tenant breaches or defaults under its Dealer Sales and Service Agreement with Grantor, and (ii) no amendments, restatements, or supplements shall be binding upon Grantor or affect the terms or conditions of the Grantor's Lease pursuant to the option reserved hereunder, unless Grantor shall have given its prior written approval thereto.

(c) Sale to Tenant. Grantee shall not convey, sell, or otherwise transfer its interest in the Property to

the Tenant, its successors, assigns, or affiliates, unless and until the Grantor no longer has a right to payments for the Seller's Retained Interest, by (i) lapse of the term for such payments, (ii) Grantor's full receipt of all amounts of Seller's Retained Interest pursuant to Section 2(a) hereof, or (iii) Grantee's exercise of its purchase option for the Seller's Retained Interest as set forth in Paragraph 16(a) of the Sales Agreement and grantor's receipt of the amount required thereunder in full payment for the Seller's Retained Interest.

(d) Remedies Under the Lease. In the event that Tenant, or its successors, assigns, or affiliates occupying all or any part of the Property, breaches or defaults under the Lease or its Dealer Sales and Service Agreement with Grantor, from the date hereof to October 31, 1993, Grantee upon written notice from Grantor shall in good faith promptly terminate or cancel the Lease or otherwise pursue remedies in accordance with Grantor's instructions in such written notice. Grantor hereby indemnifies Grantee for any reasonable expenses, including attorneys' fees, incurred in connection with any litigation arising out of such actions by Grantee taken pursuant to this Section 4(d).

5. Assignment of Leases. Grantor hereby transfers, assigns, and conveys to Grantee all of Grantor's interest as landlord under the Lease.

6. Exceptions. Title to the Property is conveyed to Grantee subject to the following exceptions:

(a) General real estate taxes not yet due and payable and any and all special taxes or assessments not yet due and payable.

(b) Acts done or suffered and judgments against Grantee and any parties claiming by, through or under Grantee.

(c) Covenants, conditions, and restrictions of record.

(d) All public, private and utility easements and roads and highways, if any.

(e) Any law, ordinance or regulation (including, but not limited to, building and zoning ordinances) of any governmental authority having jurisdiction over the area within which the Property is situated.

(f) The Lease.

IN WITNESS WHEREOF, Grantor has executed this instrument this 6th day of March, 1984.

Grantor: INTERNATIONAL HARVESTER COMPANY,
a Delaware corporation

(Corporate Seal)

ATTEST

By Kathleen C. O'Neill III By Neil A. Springer JAK SKC
Its Asst. Secretary Its Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

ACKNOWLEDGEMENT

Before me, Cheryl A. King, of the State and County aforesaid, personally appeared Neil A. Springer with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of International Harvester Company, the within named bargainor, a Delaware corporation, and that he, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

WITNESS my hand and official seal at the office in Chicago, Illinois, this 6th day of March, 1984.

Cheryl A. King
Notary Public in and for
said State and County

CHERYL A. KING NOTARY PUBLIC COOK COUNTY, ILL.

My commission expires:

April 7, 1987

Agreed and Accepted this 7th day of March, 1984.

Grantee:

INITIAL HERE

Edward Goodman, as Trustee for
The Goodman 1981 Revocable Trust

Gary Arnold Zimmerman, as
Trustee for The Gary ~~Arnold~~
~~Zimmerman~~ and Joan ~~Goodman~~
Zimmerman 1982 Revocable Trust

Joan Goodman Zimmerman, as
Trustee for The Gary ~~Arnold~~
~~Zimmerman~~ and Joan ~~Goodman~~
Zimmerman 1982 Revocable Trust

Charles Goodman

Barbara Goodman

Henry Berman

Esther Berman

Richard Greene

Lorrie Greene

Sigmund Zimmerman

Shirley Zimmerman

Property Address: 711 Murfreesboro Road
Nashville, Tennessee 37210

Mail tax bills to: Gary A. Zimmerman
1695 Mission Street
San Francisco, California 94103

This instrument prepared by:

George A. Rice, Esq.
Latham & Watkins
6900 Sears Tower
Chicago, Illinois 60606

State Tax	$731.90
Register's Fee ..	.50
Recording Fee ...	36.00
Total	$768.40

Return to: George A. Rice, Esq.
Latham & Watkins
6900 Sears Tower
Chicago, Illinois 60606

I hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $281,532.

Edward Goodman, as Trustee for The Goodman 1981 Revocable Trust

INITIAL HERE

Gary Arnold Zimmerman, as Trustee for The Gary Arnold Zimmerman and Joan Goodman Zimmerman 1982 Revocable Trust

Joan Goodman Zimmerman, as Trustee for The Gary Arnold Zimmerman and Joan Goodman Zimmerman 1982 Revocable Trust

Charles Goodman

Barbara Goodman

Henry Berman

Esther Berman by Henry Berman attorney-in-fact

Richard Greene

Lorrie Greene

Sigmund Zimmerman by attorney in fact

Shirley Zimmerman by attorney in fact

Subscribed and sworn to before me this 7th day of March, 1984.

TRICIA BOYD
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Exp May 31, 1985

Tricia Boyd
Notary Public in and for the County of San Francisco, State of California

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
SS.
COUNTY OF SAN FRANCISCO)

On March 9, 1984 before me, the undersigned, a Notary Public in and for said State, Personally appeared GARY A. ZIMMERMAN, personally known to me to be the person who executed the foregoing instrument in behalf of SIGMUND ZIMMERMAN and SHIRLEY ZIMMERMAN, as their Attorney in Fact, and acknowledged to me that he executed the same as the free act and deed of said SIGMUND ZIMMERMAN and SHIRLEY ZIMMERMAN.
WITNESS my hand and official seal.

Tricia Boyd

TRICIA BOYD
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Exp May 31, 1985

STATE OF CALIFORNIA)
SS.
COUNTY OF SAN FRANCISCO)

On March 9, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared HENRY BERMAN, personally known to me to be the person who executed the foregoing instrument in behalf of ESTHER BERMAN, as her Attorney in Fact, and acknowledged to me that he executed the same as the free act and deed of said ESTHER BERMAN.
WITNESS my hand and official seal.

Tricia Boyd

TRICIA BOYD
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Exp May 31, 1985

ACKNOWLEDGMENTS

BOOK 6251 PAGE 180

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) SS.

On March 7, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD GREENE and LORRIE GREENE, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Tricia Boyd

TRICIA BOYD
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Exp May 31, 1985

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) SS.

On March 9, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES GOODMAN and BARBARA GOODMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Tricia Boyd

TRICIA BOYD
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Exp May 31, 1985

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) SS.

On March 9, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared HENRY BERMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Tricia Boyd

TRICIA BOYD
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Exp May 31, 1985

TRICIA BOYD
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Exp May 31, 1985

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) SS.

On March 9, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD GOODMAN, as Trustee for The Goodman 1981 Revocable Trust, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as such Trustee.

WITNESS my hand and official seal.

Tricia Boyd

TRICIA BOYD
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Exp May 31, 1985

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) SS.

On March 7, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared GARY ARNOLD ZIMMERMAN and JOAN GOODMAN ZIMMERMAN, as Trustees for the Gary and Joan Zimmerman 1982 Revocable Trust, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as such Trustees.

WITNESS my hand and official seal.

Tricia Boyd

TRICIA BOYD
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Exp May 31, 1985

EXHIBIT A

LEGAL DESCRIPTION

BOOK 6251 PAGE 182

All of the real property situate in the County of Davidson, State of Tennessee, described as follows:

Land in Davidson County, Tennessee, being part of Block 5 on the Map of the Charles T. Cole Subdivision of Lot No. 1 of the James H. Foster Land, not of record, and described according to a copy of a survey thereof made by Z. J. Wilkinson, Surveyor, March 10, 1956, as follows:

BEGINNING at the southeast corner of Murfreesboro Pike and Highland Sanitarium Road (Arlington Avenue) at an iron pin; thence with the margin of Murfreesboro Pike south 72° east 284 feet to an iron pin; thence along a fence and hedge line south 19° west 438 feet to an iron pin in the northerly margin of Hill Avenue; thence along said Avenue north 72° west 282.5 feet to an iron pin at the northeast corner of said Avenue and Highland Sanitarium Road (Arlington Avenue); thence along the easterly margin of said road, north 18° 45' east 438 feet to the beginning, and containing 2.85 acres.

BEING the same property conveyed to International Harvester Company, by deed from The Holman Company, of record in Book 2498, page 383, Register's Office for Davidson County, Tennessee.

"This is improved property known as 711 Murfreesboro Rd., Nashville, TN."

I 0 9 1 1 0 2

IDENTIF. REFERENCE

MAR 16 9 25 AM '84

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN

RUSH

513 03/16 '39.[illegible] CHECK

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

RECEIVED OF _____

FOR _____

BOOK 6251 PAGE 183

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
			281532.00- CAMT.	
			731.90 CSTAX	
			.50 PRFEE	
			36.00 WDEED	
			CHECK	769.40-
0510A03/16/84			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 0 9 1 1 0 2

IDENTIF. REFERENCE

MAR 16 9 25 AM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 20501