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

BOOK 6340 PAGE 323

QUITCLAIM DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Amherst Plaza II, a Tennessee Joint Venture	(SAME)	70-16-21
210 Athens Way (NAME)	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37228	(STREET ADDRESS)	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer is $ -0-.

James W. Stringer
Executive Vice President
and Chief Operating Officer

Subscribed and sworn before me, this the 6th day of July, 1984.

Notary Public

My Commission Expires: [illegible]

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) and other good and valuable considerations and pursuant to that certain Contribution Agreement dated as of January 15, 1984, cash in hand paid by AMHERST PLAZA II, a Tennessee Joint Venture, receipt of which is hereby acknowledged, AMHERST PLAZA I, INC., a Delaware corporation, its successors and assigns, does hereby quitclaim and convey unto AMHERST PLAZA II, a Tennessee Joint Venture, its successors and assigns all its right, title and interest, in fee simple, in and to the following described tract or parcel of land situated in the City of Nashville, Davidson County, Tennessee, to-wit:

Being a tract of land in Davidson County, Tennessee, known as Lot 2, Tract 9, more particularly described on a plat entitled, "Section Nineteen, Resubdivision of part of Block "D", Section No.1 - Book 4675, Page 48, Sheet 1 of 2, MetroCenter, Tract 9", recorded among the land records of Davidson County, Tennessee in Plat Book 5800, Page 341 on December 22, 1983, containing 8.70 acres, plus or minus, to which Plan reference is hereby made for a more complete and accurate description, (the "Property").

07/18 31.00 CHECK

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Being part of the property conveyed to Amherst Plaza I, Inc., a Delaware corporation by Quitclaim Deed from Aladdin Resources, Inc., a Delaware corporation and Cumberland Bend Investments, Inc., a Delaware corporation of record in Book 6193, Page 159, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following encumberances:

1. Taxes for 1984.

2. Deed of Trust and Security Agreement executed by Amherst Plaza I, Inc., a Delaware corporation to Robert D. Tuke, Trustee, of record in Book 6124, page 72, said Register's Office, to secure to Third National Bank in Nashville, a note dated August 19, 1983, in the original principal amount of $11,500,000.00, payable according to the terms and conditions therein.

   First Amendment to Deed of Trust and Security Agreement by and between Amherst Plaza I, Inc., and Third National Bank in Nashville, as of record in Book 6245, page 648, said Register's Office.

3. Financing Statement filed under the Uniform Commerical Code by and between Amherst Plaza I, Inc. (Debtor) and Third National Bank in Nashville (Secured Party) in the Office of the Secretary of State of the State of Tennessee under No. 137662 as amended under No. 152390, and in the Register's Office for Davidson County, Tennessee, under reference No. C76739, as amended under No. C78817 and in Deed Book 6214, Page 265, as amended in Deed Book 6248, Page 5.

4. Deed of Declaration of Easements recorded in Deed Book 6390 Page 307.

5. Restrictive Covenants recorded in Book 5225, page 112; 5225, page 120; 5242, page 389; 5792, page 787; and 4784, page 659 Register's Office for Davidson County, Tennessee; and subject to easements and setback lines shown on Plat of Survey, recorded in Book 5800, Page 341, said Register's Office, and those Special Covenants and Restrictions attached hereto as Exhibit "A" and incorporated herein by reference.

IN WITNESS WHEREOF, Amherst Plaza I, Inc., a Delaware corporation, has caused this instrument to be executed this 18th day of July, 1984.

AMHERST PLAZA I, INC.,
a Delaware corporation,

ATTEST: Deborah S. Peatross
Deborah S. Peatross
Secretary

BY: _____
James W. Stringer
Executive Vice President
and Chief Operating Officer

(Corporate Seal)

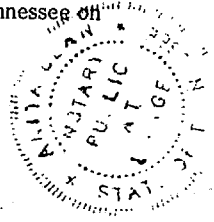
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, [illegible], 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 Executive Vice President and Chief Operating Officer and Secretary respectively of AMHERST PLAZA I, INC., a Delaware corporation, the within named bargainor, a corporation and that they as such Executive Vice President and Chief Operating Officer 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 Executive Vice President and Chief Operating Officer 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 1st day of June, 1984.

[illegible]
Notary Public

My Commission Expires: Oct. 5, 1987



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EXHIBIT A

DECLARATION OF SPECIAL COVENANTS AND RESTRICTIONS

This Declaration of Special Covenants and Restrictions between AMHERST PLAZA I, INC., (a Delaware corporation), ("AP") and AMHERST PLAZA II, (a Tennessee joint venture), ("APII").

WHEREAS, APII owns all that tract of land known as Lot 2, Tract 9, (the Property) as described in the deed from AP to APII dated the 18th day of July, 1984 and recorded among the land records of Davidson County in Book 6340, Page 323

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 AP and APII, the parties hereto agree as follows:

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

1. A first class business office and related purpose building consisting of nine (9) floors totaling approximately 205,000 square feet of office; One Hundred and Five (105) covered automobile parking spaces totaling 34,080 square feet and Five Hundred and Ninety Five (595) surface automobile parking spaces. 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 established for the MetroCenter Business Park ("MetroCenter") by instrument of record in Book 4784, Page 659, Register's Office for Davidson County, Tennessee, ("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.

2. For a period of twenty (20) years from the date hereof no use other than the aforesaid use shall be made of the Property without the prior written approval of AP. Such approval shall be in the sole unreviewable discretion of AP. 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 entity (or if there is no successor entity, then AP). 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 APII, 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, AP, 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 Two Thousand Dollars ($2,000.00) per day as liquidated damages for each day of a continuing violation. The benefits of the special

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covenants and restrictions contained herein shall inure solely to the benefit of and be enforceable solely by AP 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, Tennessee in Book 5225, Page 112; Book 5225, Page 120; Book 5242, Page 389; Book 5792, Page 787 and Book 4784, Page 659.

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, (the "General Restrictions") and to be solely for the benefit of AP, 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 and the General Restrictions, the provisions of the special covenants and restrictions shall prevail.

E. APII covenants and agrees that it will become a member of an association or associations which may hereinafter be formed by MetroCenter Properties, a Tennessee general partnership ("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 in relation to all of the land area 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 18th day of July, 1984.

AMHERST PLAZA I, INC., a
Delaware corporation

ATTEST: Deborah S. Peatross
Deborah S. Peatross
Secretary

BY: _____
James W. Stringer
Executive Vice President and
Chief Operating Officer

(Corporate Seal)

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AMHERST PLAZA II, a
Tennessee joint venture

BY: AMHERST PLAZA I, INC., a
Delaware corporation

ATTEST: Deborah S. Peatross
Deborah S. Peatross
Secretary

BY: James W. Stringer
James W. Stringer
Executive Vice President
and Chief Operating Officer

(Corporate Seal)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, [illegible], 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 Executive Vice President and Chief Operating Officer and Secretary respectively of AMHERST PLAZA I, INC., a Delaware corporation, the within named bargainor, a corporation and that they as such Executive Vice President and Chief Operating Officer 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 Executive Vice President and Chief Operating Officer and attesting the same by the said Deborah S. Peatross as such Secretary.

WITNESS my hand and official seal at office in Nashville, Tennessee on this [illegible] day of [illegible], 1984.

Notary Public

My Commission Expires: [illegible]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, [illegible], 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 Executive Vice President and Chief Operating Officer and Secretary respectively of AMHERST PLAZA I, INC., a Delaware corporation, Managing general partner of AMHERST PLAZA II, a

Tennessee joint venture, the within named bargainor, a joint venture, and that they as such Executive Vice President and Chief Operating Officer and Secretary of AMHERST PLAZA I, INC., 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 Executive Vice President and Chief Operating Officer and attesting the same by the said Deborah S. Peatross as such Secretary.

WITNESS my hand and official seal at office in Nashville, Tennessee on this 11 day of June, 1984.

Notary Public

My Commission Expires: [illegible]

I 3 7 0 4 0

IDENTIFICATION REFERENCE

Jul 10 12 48 PM '84

DAVIDSON COUNTY, TN

RUSH

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