Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
Metropolitan Government Employee Benefit Trust Fund c/o Commerce Union Bank Executive Plaza Nashville, TN	The Kroger Co. 1014 Vine Street Cincinnati, Ohio 45201 Attn: Treasurer	BOOK 6403 PAGE 552

This instrument prepared by: Boult, Cummings, Conners & Berry (JIVB)
222 Third Avenue, North, P. O. Box 198062, Nashville, TN 37219

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) DOLLARS cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, The Kroger Co., an Ohio corporation having an address at 1014 Vine Street, Cincinnati, Ohio 43201 (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto Metropolitan Government Employee Benefit Trust Fund, an agency of the Metropolitan Government of Nashville and Davidson County, Tennessee (the "Grantee"), Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described in Exhibit A which is attached hereto and incorporated herein by reference (the "Property"), but not the buildings, structures, and other improvements located thereon.

Together with all rights, licenses, easements, and privileges arising under the Agreements described in Exhibit B which is attached hereto and incorporated herein by reference, respecting each of which Grantor warrants that the same is in full force and effect at the execution and delivery hereof and that no condition of default on the part of Grantor now exists.

STATE OF Tenn.
COUNTY OF Davidson
The actual consideration or value, whichever is greater, for this transfer is $ 5 1/2 cents.

Affiant

Subscribed and sworn to before me this 5th day of October, 1984.

Notary Public
My Commission Expires: 1-7-88

RUSH

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This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those matters set forth in Exhibit B hereto. This is improved property, known as 2009 Gallatin Road South, Madison, Tennessee 37115.

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, Grantee's successors and assigns, forever.

And Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth in Exhibit B to this Deed.

And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 29th day of August, 1984, by its duly authorized officers on said day and date.

THE KROGER CO.

By Arthur Juergens
Title: Senior Vice President

8/28/84

By [illegible]
Title: Vice President

ATTEST:

Alexia K. Snider
Assistant Secretary

STATE OF Ohio
COUNTY OF Hamilton

Before me, Brenda R. Andes, a Notary Public of the State and County aforesaid, personally appeared Arthur Ferguson and George A. Edwards, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be Group V.P. and V.P. of THE KROGER CO., the within named bargainor, a corporation, and that they as such Group V.P. and V.P. executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Group V.P. and V.P..

WITNESS my hand and seal, at office in Cincinnati, Ohio, this 29th day of August, 1984.

Brenda R. Andes
Notary Public
My Commission Expires:

NOTARIAL SEAL · OHIO

BRENDA R. ANDES
Notary Public, State of Ohio
My Commission Expires June 19, 1988

EXHIBIT A

Being a certain parcel of land located in the 2nd Civil District of Davidson County, Tennessee, also being Lot #1 as shown on the final plat of "KROGER - SUPER X SHOPPING CENTER PROPERTY - MADISON, TENNESSEE" and recorded in Book 5800, Page 373, Register's Office, Davidson County, Tennessee (RODC,Tn):

Beginning at a PK Nail situated on the westerly margin of Gallatin Pike (US 31E); said nail also being the northeast corner of the Clara L. Heist property as recorded in Book 1118, Page 411, RODC, Tn;

Thence, leaving the said margin of Gallatin Pike and with the northerly property line of Heist, N 88° - 32' - 54" W - 704.29 feet to a concrete monument situated in the easterly margin of Douglas Avenue;

Thence, with the said margin of Douglas Avenue, N 01° - 31' - 39" E - 261.33 feet to a concrete monument; said monument being the southwest corner of the Chester H. Stillwell property as recorded in Book 5357, Page 171, RODC, Tn;

Thence, leaving the said margin of Douglas Avenue and with the southerly property line of Stillwell, N 83° - 21' - 04" E - 119.70 feet to a concrete monument;

Thence, with the easterly property lines of said Chester H. Stillwell, Clarence D. Witt (Book 4702, Page 14, RODC,Tn) and Don F. Pierce (Book 4322, Page 569, RODC,Tn) N 01° - 25' - 48" E - 224.65 feet to a concrete monument;

Thence, S 89° - 11' - 56" E - 316.57 feet to an iron pin in concrete;

Thence, N 01° - 02' - 01" E - 19.50 feet to an iron pin in concrete; said iron pin being the southwest corner of the Walton Young Draper and Beverage Houston Draper property as recorded in Book 2247, Page 472, RODC,Tn;

Thence, with the southerly property line of Draper, N 82° - 25' - 30" E - 128.60 feet to an iron pin; said iron pin being the northwest corner of the Daisye S. Ramsey property as recorded in Book 4912, Page 189, RODC,Tn;

Thence, S 01° - 12' - 42" W - 158.85 feet to an iron pin; said iron pin being a corner of the Ronald Coleman - Trustee property as recorded in Book 5392, Page 764, RODC,Tn;

Thence, S 87° - 49' - 41" E - 139.74 feet to an iron pin situated on the aforesaid westerly margin of Gallatin Pike;

Thence, with the said margin of Gallatin Pike, S 01° - 14' - 53" W - 98.51 feet to an iron pin; said iron pin being the northeast corner of Lot #2;

Thence, leaving the said margin of Gallatin Pike, and with the boundary of said Lot #2, S 87° - 13' - 22" W - 140.00 feet to an iron pin;

Thence, N 89° - 01' - 43" W - 120.83 feet to an iron pin;

Thence, S 00° - 56' - 15" W - 128.00 feet to an iron pin;

Thence, S 89° - 03' - 45" E - 120.00 feet to an iron pin;

Thence, S 89° - 35' - 56" E - 139.97 feet to a PK Nail situated in the aforesaid margin of Gallatin Pike;

Thence, with the said margin of Gallatin Pike, S 01° - 10' - 49" W 151.31 feet to the point of beginning. Containing 6.44 acres.

Being a portion of the same property conveyed to The Kroger Co. by deeds of record in Book 5851, page 20, Book 5851, page 33, and Book 5851, page 45, Register's Office for Davidson County, Tennessee.

EXHIBIT B

1. State and Metropolitan taxes for the year 1984.

2. Conditions of the owner's certificate, setback lines, easements, and other matters appearing upon the Plan of Resubdivision of the Kroger - Super X Shopping Center, Madison, Tennessee, recorded February 22, 1984, and appearing of record in Book 5800 at page 373, Register's Office for Davidson County, Tennessee.

3. Rights and easements as granted in that certain Reciprocal Easement Agreement of record in Book 5960, page 961, said Register's Office.

4. *Tenant leases between The Kroger Co., an Ohio corporation, as Landlord and various tenants occupying space within the improvements located upon the Property, as follows:

   (a) Malone and Hyde, Inc., a Tennessee corporation as tenant, dated December 7, 1982, as to tenant, and January 10, 1983, as to landlord

   (b) Williams Surgical Supply, Inc., a Tennessee corporation, as tenant, dated October 11, 1982, as to tenant, and November 22, 1982, as to landlord

   (c) James H. Flippen and Sherman R. Newcomb, a Tennessee partnership, as tenant, dated October 6, 1982, as to tenant, and November 22, 1982, as to landlord

   (d) Emra Corporation, a California corporation, as tenant, dated October 6, 1982, the premises having been subsequently sublet to Tom Driscoll by sublease dated October 10, 1984

5. Easement and Parking Agreement between The Kroger Co. as grantor and The Furniture Center, Inc., a Tennessee corporation, as grantee, dated September 13, 1982, not of record.

*No rights are acquired in the leases described in Item 4, but the Property is conveyed subject to the same.