This instrument prepared by: Aladdin Resources, Inc., 210 Athens Way, Nashville, Tennessee 37228.

BOOK 7073 PAGE 878

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
General Accident Insurance Company of America, et als	(SAME)	70-15-44
(NAME)	(NAME)	
436 Walnut		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Philadelphia, PA 19106		
(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 $1,599,500.00.

Felix R Dawson III

Subscribed and sworn before me, this the 17th day of December, 1986.

Anita R Dean
Notary Public

My Commission Expires: 7/12/89

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by GENERAL ACCIDENT INSURANCE COMPANY OF AMERICA; POTOMAC INSURANCE COMPANY OF ILLINOIS; PENNSYLVANIA GENERAL INSURANCE COMPANY; and CAMDEN FIRE INSURANCE ASSOCIATION, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, METROCENTER PROPERTIES, a Tennessee General Partnership, hereinafter called the GRANTOR, bargained and sold, and by these presents do transfer and convey unto GENERAL ACCIDENT INSURANCE COMPANY OF AMERICA; POTOMAC INSURANCE COMPANY OF ILLINOIS; PENNSYLVANIA GENERAL INSURANCE COMPANY and CAMDEN FIRE INSURANCE ASSOCIATION, hereinafter collectively called GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

A parcel of land known as Tract 30A, consisting of 5.00 acres, more or less, being more particularly described on a plat entitled "Resubdivision of Lot 30, Section 11, of Record in Plat Book 5200, Page 237, R.O.D.C.", recorded October 2, 1986 in Book 6900, Page 82 of the Register's Office of Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being part of the property conveyed to MetroCenter Properties, a Tennessee general partnership comprised of Aladdin Resources, Inc., a Delaware corporation, managing general partner by instrument of record in Book 4983, Page 781 and Book 5328, Page 634; and Cumberland Bend Investments, Inc., by insturment of record in Book 5718, Page 52, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to Restrictive Covenants of record in Book 4784, Page 659; Modification to Restrictive Covenants, MetroCenter Properties recorded in Book 5792, Page 787, and made applicable to the property by instrument of record in Book 7012, Page 62; Declaration recorded in Book 7012,

Page 61; Register's Office of Davidson County, Tennessee; and Declaration of Special Covenants and Restrictions attached hereto and made a part hereof as Exhibit "A"; subject to easements and restrictions; and subject to easements shown on the Plat of Survey recorded in Book 6900, Page 82, said Register's Office.

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 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 by its duly authorized representatives this 17th day of December, 1986.

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
Executive Vice President and
Chief Operating Officer

(Corporate Seal)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Anita Dean, a Notary Public in and for said County and State, personally appeared the within named James W. Stringer, 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 Executive Vice President and Chief Operating Officer of ALADDIN RESOURCES, INC., a Delaware corporation, Managing general partner of METROCENTER PROPERTIES, a Tennessee general partnership, the within named bargainor, and that he, as such Executive Vice President and Chief Operating Officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by the corporation by himself as the Executive Vice President and Chief Operating Officer.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 17th day of December, 1986.

Anita Dean
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 7/17/88

EXHIBIT "A" BOOK 7073 PAGE 880

DECLARATION OF SPECIAL COVENANTS AND RESTRICTIONS

This Declaration of Special Covenants and Restrictions between General Accident Insurance Company of America, a Pennsylvania corporation, ("BUYER") and METROCENTER PROPERTIES, a Tennessee General Partnership, ("MCP").

WHEREAS, MCP owns all that tract of land known as Tract 30A, more particularly described on a plat entitled "Resubdivision of Lot 30", recorded in the Register's Office of Davidson County, Tennessee in Plat Book 6800, Page 82, on the 2nd day of October, 1986 (the "Property"), as described in the deed from MCP to BUYER dated the 17th day of ~~November~~ December, 1986.

WHEREAS, as a part of the consideration for the conveyance of the Property by MCP to BUYER, MCP and BUYER agree to restrict the use of the Property by those certain covenants and restrictions hereinafter set forth.

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

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

1. An owner-occupied first class single-user office building not to exceed 60,500 gross square feet. Buyer may lease a portion of the building, not to exceed 10,000 square feet, to other first class office users. 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 set forth.

2. These covenants and restrictions shall extend for a period of Twenty (20) years from the date hereof. No use other than the aforesaid use specified in Paragraph 1. above shall be made of the Property without the prior written approval of MCP. Such approval shall be in the sole reasonable unreviewable discretion of MCP. No other use shall be made of the property without the prior written approval of the PRC or any successor entity (or if there is no successor entity, then MCP, its successors or assigns). 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 BUYER, its successors or assigns, record a written declaration thereof among the land records of Davidson County, Tennessee.

3. Notwithstanding the foregoing or anything contained herein to the contrary, in the event the holder of a first lien deed of trust encumbering the Property and any improvements thereon, (but not any other real estate), and having an outstanding principal balance not in excess of $5,650,000.00 or the then appraised value of the project, forecloses its lien, whether pursuant to judicial or nonjudicial proceedings, then the purchaser at such sale and its heirs, successors, assigns and any subsequent purchasers or transferees shall be able to use the

Property for not only the use permitted in subparagraph A.1. above, but also for general office purposes not to exceed 60,000 gross square feet, said modified use restriction to continue for the period and according to the provisions as otherwise set forth in subparagraph A.2. above.

B. In the event of a breach of any of the special covenants or restrictions contained herein, which remain uncorrected for a period of fifteen (15) days after written notice from MCP or the PRC, unless a longer period of time is necessary to cure any such breach and Buyer is diligently proceeding to effectuate said cure, 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 liquidated damages in the amount of Two Thousand Dollars ($2,000.00) per day 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.

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 in Deed Book 4784, Page 659 and Deed Book 5792, Page 787, as amended and/or modified, among the land records of Davidson County, Tennessee.

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 with any other covenant, restriction, zoning or subdivision ordinance or regulation, the provisions of the special covenants and restrictions shall prevail, if permitted by law.

E. BUYER 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 17 day of December, 1986.

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
Executive Vice President and
Chief Operating Officer

(Corporate Seal)

BUYER:

GENERAL ACCIDENT INSURANCE
COMPANY OF AMERICA
a Pennsylvania corporation

ATTEST: Virginia E. Meddings

BY: John J. Naughton

(Corporate Seal)

POTOMAC INSURANCE COMPANY OF
ILLINOIS
a _____ corporation

ATTEST: Virginia E. Meddings

BY: John J. Naughton

(Corporate Seal)

PENNSYLVANIA GENERAL INSURANCE
COMPANY
a _____ corporation

ATTEST: Virginia E. Meddings

BY: John J. Naughton

(Corporate Seal)

CAMDEN FIRE INSURANCE ASSOCIATION
a _____ corporation

ATTEST: Virginia E. Meddings

BY: John J. Naughton

(Corporate Seal)

STATE OF TENNESSEE :
SS
DAVIDSON COUNTY :

I HEREBY CERTIFY, that on this 17th day of December, 1986, before me, the subscriber, a Notary Public of the State of Tennessee, personally appeared James W. Stringer, 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 Executive Vice President and Chief Operating Officer of ALADDIN RESOURCES, INC., managing general partner of METROCENTER PROPERTIES, a Tennessee general partnership, the within named bargainor, and that he, as such Executive Vice President and Chief Operating Officer, being authorized to do so, executed the foregoing document for the purposes therein contained, by signing the name of the corporation by himself as Executive Vice President and Chief Operating Officer.

WITNESS my hand and Notarial Seal.

Anita Dean
Notary Public

My Commission expires: 7/17/88

STATE OF Pennsylvania :
SS
COUNTY OF Philadelphia :

I HEREBY CERTIFY, that on this 17 day of December, 1986. before me, the subscriber, a Notary Public of the State of Pennsylvania, personally appeared John C Naughton 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 Senior Vice President & Treasurer of General Accident Insurance Company of America, and that he, as such Treasurer being authorized to do so, executed the foregoing document for the purposes therein contained, by signing the name of the corporation by himself as Treasurer.

WITNESS my hand and Notarial Seal.

Donna M. Nee
Notary Public

DONNA M. NEE
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 13, 1990

My Commission expires:

STATE OF Pennsylvania :
SS
COUNTY OF Philadelphia :

I HEREBY CERTIFY, that on this 17 day of December, 1986. before me, the subscriber, a Notary Public of the State of Pennsylvania, personally appeared John C Naughton 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 Senior Vice President & Treasurer of Potomac Insurance Company of Illinois, and that he, as such

Treasurer being authorized to do so, executed the foregoing document for the purposes therein contained, by signing the name of the corporation by himself as Treasurer.

WITNESS my hand and Notarial Seal.

Donna M. Nee
Notary Public

My Commission expires:

DONNA M. NEE
Notary Public, Phila., Phila. Co
My Commission Expires Aug. 13, 1990

STATE OF Pennsylvania :
SS
COUNTY OF Philadelphia :

I HEREBY CERTIFY, that on this 17 day of December, 1986. before me, the subscriber, a Notary Public of the State of Pennsylvania, personally appeared _____ 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 Senior Vice President + Treasurer of Pennsylvania General Insurance Company, and that he, as such Treasurer being authorized to do so, executed the foregoing document for the purposes therein contained, by signing the name of the corporation by himself as Treasurer.

WITNESS my hand and Notarial Seal.

Donna M. Nee
Notary Public

My Commission expires:

DONNA M. NEE
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 13, 1990

STATE OF Pennsylvania :

SS

COUNTY OF Philadelphia :

I HEREBY CERTIFY, that on this 17 day of December, 1986. before me, the subscriber, a Notary Public of the State of Pennsylvania, personally appeared John J Naughton 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 Senior Vice President & Treasurer of Camden Fire Insurance Association, and that he, as such Treasurer being authorized to do so, executed the foregoing document for the purposes therein contained, by signing the name of the corporation by himself as Treasurer.

WITNESS my hand and Notarial Seal.

Donna M Nee

Notary Public

My Commission expires:

DONNA M. NEE
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 13, 1990

7 4 4 4 9

IDENTIFICATION REFERENCE

Dec 18 2 01 PM '86

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

RECEIVED OF _____

FOR _____

BOOK 7073 PAGE 886

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
		1,599,500.00	CONV.	
			4,795.00	CSTAX
			.50	PRFEE
			24.00	MOTX
			CHECK 40353	
			87/5212/1070 SAL	.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7 4 4 4 9

IDENTIFICATION REFERENCE

DEC 18 2 01 PM '86

FELIX Z. WILSON, II
REGISTER
DAVIDSON COUNTY, TN

No. 24519