jeh808:02/24/87
JBH015-039

THIS INSTRUMENT PREPARED BY:
Dearborn & Ewing, Attorneys (JEH)
Suite 1200, One Commerce Place
Nashville, Tennessee 37239

SPECIAL WARRANTY DEED

Address New Owner(s) As follows:	Mortgagee	Map Parcel Number
SOUTHERN PRODUCTIONS, INC. P.O. Box 121583 Nashville, TN 37212	Same	70-16-23

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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The actual consideration or value, whichever is greater, for this transfer is $250,000.00.

Subscribed and sworn before me, this the 26th day of Feb., 1987.

Susan V. Johnson
Notary Public

My Commission Expires: My Commission Expires Jan. 9, 1991

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by SOUTHERN PRODUCTIONS, INC., a Tennessee corporation, 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, has bargained and sold, and by these presents does transfer and convey unto SOUTHERN PRODUCTIONS, INC., a Tennessee corporation, hereinafter called GRANTEE, its successors and assigns, a certain tract or parcel of land (the "Property") in Davidson County, Tennessee, described as follows, to-wit:

A parcel of land known as Tract 7G, consisting of 1.00 acres, more or less, being more particularly described on a plat entitled "Resubdivision of Part of Block "G", Section No. 1, Book 4675, Page 48, R.O.D.C., MetroCenter, Tract 7G", recorded February 20, 1987, in Book 6200, Page 573 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 instrument of record in Book 5718, Page 52, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to Restrictive Covenants dated the 10th day of January, 1978, recorded in Book 5242, Page 389, Memorandum of Lease dated the 21st day of November, 1977, recorded in

Book 5225, Page 112, Exclusive Covenant dated the 21st day of November, 1977, recorded in Book 5225, Page 120, Restrictive Covenent dated the 27th day of June, 1974, recorded in Book 4829, Page 722, Declaration dated the 16th day of October, 1986, recorded in Book 7012, Page 61, Modification to Restrictive Covenants dated the 9th day of September, 1981, recorded in Book 5792, Page 787, Master Deed of record in Book 5026, Page 783, as amended by First Amendment of Master Deed, of record in Book 5035, Page 967, 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 6200, Page 573, said Register's Office. Except for a deed of trust or mortgage to secure construction financing, GRANTEE will not, prior to completion of a building in accordance with the Declaration of Special Covenants and Restrictions, make or create or suffer to be made or created any total or partial sale, assignment, lease, conveyance or other transfer of the Property or any portion of same (hereinafter collectively referred to as "Transfer") without the prior written approval of GRANTOR. This prohibition with respect to Transfer shall be deemed to include any Transfer which may be occasioned by a sale of all or a substantial portion of the assets of GRANTEE (or any such sale which substantially changes the character of GRANTEE), merger, consolidation or reorganization or which may otherwise occur by operation of law. GRANTOR agrees, subject to the terms contained in the succeeding paragraph, that it will not withhold its consent hereunder with respect to a Transfer to an entity (i) in which GRANTEE or its principals or shareholders shall retain 100% economic interest, or (ii) which is affiliated with GRANTEE and in which GRANTEE shall retain a 100% economic interest.

Any request for the approval of a Transfer shall be made by GRANTEE to GRANTOR by written notice. No request for Transfer shall be approved by GRANTOR unless the following conditions are complied with, the determination of such compliance to be in the sole and absolute discretion of GRANTOR:

(i) Any proposed Transferee shall have financial responsibility, reputation in the industry and other qualifications satisfactory to GRANTOR to fulfill the obligations undertaken by GRANTEE, or said Transferee is affiliated with GRANTEE and is one in which GRANTEE has a controlling economic interest, provided that GRANTEE has agreed to act as an agent for such affiliate in the development of the Property and to remain liable for the performance of GRANTEE's obligations hereunder; and

(ii) Any proposed Transferee shall have agreed, by instrument in writing for itself, it successors and assigns, to assume all of the obligations of GRANTEE under this Special Warranty Deed and to be subject to all of the terms and conditions contained herein; and

(iii) Any proposed Transferee shall have agreed, by instrument in writing, to be the sole occupant of the Property or any building situated thereon; and

(iv) Any proposed Transferee shall agree with GRANTOR, by instrument in writing for itself and its successors and assigns, to pay to GRANTOR at the time of Transfer the difference between (A) an amount determined by GRANTOR which shall be based upon the then prevailing purchase price for land being sold by GRANTOR in MetroCenter Business Park which has a similar permitted use and is otherwise comparable to the Property and (B) the Land Cost, as hereinafter defined, for the Property; provided, however, that in the event that the Land Cost equals or exceeds the amount determined by GRANTOR as described in (A) hereinabove, the proposed Transferee shall not be obligated to pay any amount to GRANTOR pursuant to this subsection (iv), nor shall GRANTOR be deemed obligated to pay any amount whatsoever to GRANTEE. For purposes of this subsection (iv), "Land Cost" shall be defined as the purchase price of the Property plus real estate taxes apportioned between the date of closing and the date such Transfer shall occur, transfer tax and recording fees, reasonable carrying charges on the portion of the purchase price paid to GRANTOR in cash by GRANTEE in the form of a

down payment or otherwise, actual out-of-pocket costs expended by GRANTEE for improvements to the Property, and architectural, legal and engineering expenses (not to exceed five percent (5%) of the purchase price) directly incurred by GRANTEE in connection with existing or proposed improvements to the Property and determined in accordance with generally accepted accounting principals. If GRANTEE makes a Transfer of less than all of the Property, Land Cost shall be computed on a pro rata basis.

GRANTOR's right to approve a Transfer pursuant to the conditions stated in this Special Warranty Deed may be waived in whole or in part by GRANTOR by giving written notice of said waiver to GRANTEE, and any such waiver so effected shall be binding upon both GRANTEE and GRANTOR. This limitation upon transfer prior to the completion of the building shall be operative without regard to any other provision, and shall remain in effect for a period of Ten (10) years from the date of the recording of the Special Warranty Deed to GRANTEE.

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 26th day of FEBRUARY, 1987.

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
Executive Vice President and
Chief Operating Officer

(Corporate Seal)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

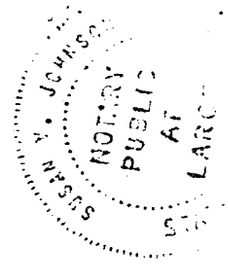
Before me, Susan Johnson, a Notary Public in and for said County and State, personally appeared the within named James W. Stringer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be the Executive Vice President and 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 26th day of February, 1987.

Susan V Johnson
Notary Public

My Commission Expires Jan. 9, 1991

My Commission Expires: _____



jeh753:12/11/86

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EXHIBIT "A"

DECLARATION OF SPECIAL COVENANTS AND RESTRICTIONS

This Declaration of Special Covenants and Restrictions between SOUTHERN PRODUCTIONS, INC., a Tennessee corporation, ("BUYER") and METROCENTER PROPERTIES, a Tennessee General Partnership, ("MCP").

WHEREAS, MCP owns all that tract of land known as Tract 7G, more particularly described on a plat entitled "Second Revision, MetroCenter, Tract 7G", recorded in the Register's Office of Davidson County, Tennessee in Plat Book 6200, page 573, on the 20th day of February, 1987 (the "Property"), as described in the deed from MCP to BUYER dated the 26th day of February, 1987.

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. A first class two-story, 13,000 single-user headquarters office building not to exceed approximately ~~11,200~~ gross square feet, which office building shall be used by BUYER or BUYER'S lessee, as herein permitted, for the purposes of headquarters, general office, television production studios, video editing studios, computed-animated graphic studios and activities reasonably necessary for the conduct of these uses, said general office space not to exceed approximately 6,400 gross square feet and said studio space not to exceed approximately ~~4,800~~ 6,600 gross square feet. The commercial building shall be occupied and used exclusively by BUYER for the purposes and uses herein set forth. BUYER shall be permitted to lease the Property to a third party provided MCP shall give its prior consent in writing to said leasing arrangement, which consent shall be subject to conditions including, but not limited to, (a) approval of proposed lessee, (b) approval of the use contemplated by the proposed lessee which use shall be the same use specified in this Paragraph 1 and (c) the entering into of an agreement prepared at BUYER's expense by counsel selected by MCP, among MCP, BUYER and such proposed lessee whereby such lessee agrees to abide by and be bound by the terms, restrictions and covenants of those agreements by and between MCP and BUYER which effect the Property. The exterior materials, roofing, color scheme and general appearance of the building to be constructed on the Property shall be compatible with the criteria set forth by the MetroCenter 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 and MCP hereinafter set forth.

2. These covenants and restrictions shall extend for a period of Ten (10) 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 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 Business Park. 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 $ 1,000,000 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 ~~11,200~~ 13,000 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, 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. BUYER agrees that the foregoing liquidated damages do not constitute a penalty, but rather constitute a reasonable pre-estimate of the probable loss than could be sustained by MCP, or the PRC, as the case may be, in the event of such breach, such actual loss being difficult or impossible to calculate or ascertain. 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 Book 5242, page 389, Book, 4829, page 722 and Book 5792, page 787 among the land records of Davidson County, Tennessee.

D. The Declaration of Special Covenants and Restrictions is intended to be complimentary to all covenants and restrictions hereinbefore 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.

E. BUYER covenants and agrees that it will become a member of an association formed 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 Business Park. Such association shall be formed among the owners of property in MetroCenter Business Park for the purpose of serving the mutual interest of such property owners and the preservation of the safety and aesthetic appeal of MetroCenter Business Park 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 Business Park 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 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

(Corporate Seal)

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

SOUTHERN PRODUCTIONS, INC.

WITNESS: Robert F. Harder

BY: Lynn Bennett

TITLE: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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 gbasis 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 Dillard
Notary Public

My Commission expires:

July 17, 1988

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I HEREBY CERTIFY, that on this 16th day of December, 19 86, before me, the subscriber, a Notary Public of the State of Tennessee, personally appeared Lynn Bennett, 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 President of SOUTHERN PRODUCTIONS, INC., a Tennessee corporation, and that he, as such President being authorized to do so, executed the foregoing document for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal.

Laurie M. Hayes
Notary Public

My Commission expires:

7/9/89

97808

IDENTIFICATION REFERENCE

FEB 23 2 21 PM '87

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

RECEIVED OF _____

FOR _____

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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

250[illegible] .00 CONT.
72[illegible].00 COTAX
.50 PRFE
24.00 WD[illegible]
CHECK 724.50-
0065/08/22/87 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

9:78 08:

IDENTIFICATION REFERENCE

FEB 25 2 24 PM '87

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN

No. 50336