THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (EWB)
2700 First American Center
Nashville, Tennessee 37238

EWBRE00026 07/16/87 cj

ACKLEN PARK LAWNS ASSOCIATION BOOK 7358 PAGE 1

AGREEMENT AND DECLARATION
OF RESTRICTIVE COVENANTS

THIS AGREEMENT, made and entered into this 10th day of AUGUST, 1987, by and among Norman W. Ginsberg, a resident of Davidson County, Tennessee; Darlene B. Ginsberg, Elizabeth G. Tannenbaum, Betty G. Richardson, and Karen Jane Ginsberg, as tenants in common; The 3322 West End Avenue Limited Partnership, a Tennessee limited partnership; 3310 West End Avenue Associates, a Tennessee general partnership; Nelson C. Andrews and Lee F. Noel, residents of Davidson County, Tennessee, as tenants in common; Al-Haddad Properties and Management Group, a Tennessee general partnership; Executive Plaza, a Tennessee limited partnership, and One American Center Associates, a Tennessee limited partnership (collectively, the "Frontage Owners");

W I T N E S S E T H:

WHEREAS, each of the Frontage Owners owns one or more parcels of real property (the "Site[s]") located in Davidson County, Tennessee, which Sites are described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Property"); and

WHEREAS, the Sites comprise part of the subdivision formally designated as "West End Park" in the Plan of record in Plan Book 161, page 47, Register's Office for Davidson County, Tennessee and the Sites front on Park Road and on certain unimproved lawn areas which comprise what is commonly known as "Acklen Park" on West End Avenue; and

WHEREAS, by deed from West End Land Company of record in Book 182, page 381 said Register's Office, Third National Bank in Nashville, Trustee ("Trustee"), successor by merger to Nashville Trust Company, holds legal title to the "lawns, roadways, strips of land, and ornamental spots of ground" as shown on the Plan of West End Park, being that lawn area commonly known as Acklen Park (the "Lawns") for the use and benefit of all of the owners of property in West End Park; and

WHEREAS, the Lawns benefit all of the owners of property in West End Park by providing park-like open space for the use and enjoyment of such owners; and

WHEREAS, the Frontage Owners have a special interest in the maintenance of the Lawns, which lie between their respective Sites and West End Avenue and provide visibility to such Sites, as well as in the maintenance of Park Road, which lies between the Lawns and their respective Sites and provides access to such Sites; and

WHEREAS, Trustee has for many years served as Trustee, and the Frontage Owners desire that it continue to do so, and further desire that provision be made for supplementing the trust funds in the hands of Trustee so that Trustee may be assured of adequate funds to pay all necessary taxes on the Lawns, carry liability insurance thereon, provide maintenance thereon as appropriate, and do such other acts as may be necessary or desirable from time to time to carry out the purposes of its trust and so that Trustee may be paid a reasonable fee for its services rendered in that capacity;

NOW, THEREFORE, in consideration of the premises, and in consideration of the mutual benefits inuring to the present and future owners of the Property, the following provisions are hereby adopted as covenants to run with the Property and bind all present and future owners thereof:

ARTICLE I

OWNERS' ASSOCIATION

1.1 Formation and Membership. There is hereby formed an unincorporated association to be known as the "Acklen Park Lawns Association." The record owner or owners of each Site comprising the Property, by virtue of the ownership thereof, shall become a member of the Association ("Member") and shall be subject to the terms and conditions of this Agreement as amended from time to time. Additional members of the Association may be admitted from time to time provided that any such Member shall be the owner of real property in West End Park and that such Member shall subject

such real property to the provisions of this Agreement and pay a pro rata share of the assessments levied by the Association in accordance with Article II hereof.

1.2 Voting Rights. Except as hereinafter set forth in Section 1.4 hereof, each Member shall be entitled to cast one vote in the affairs of the Association. To the extent that any Site within the Property shall be a condominium development, the condominium owners' association, consisting of all owners of units within the condominium development, shall be considered as a single owner for all purposes of this Agreement. If the record owner of a Site ground leases it to another person or entity pursuant to a written ground lease, the ground lessee shall be entitled to cast the vote attributable to such site.

1.3 Association Meetings. Meetings of the Association shall be held as follows:

a. Annual Meetings. The Members shall meet not less often than annually on such date as may be fixed by the Board of Directors for the purpose of electing directors and for the transaction of such other business as may be brought before the meeting. Notice of the particular time and place of each annual meeting shall be mailed or delivered to all Members at least fifteen (15) days prior to the date of the meeting.

b. Special Meetings. Special meetings of the Association may be called for any purpose by the Board of Directors. Notice of the date, time and place of any special meeting shall be mailed or delivered to all Members at least fifteen (15) days prior to the meeting.

c. Quorum. A quorum shall be present if a majority of the Members are present either in person or by proxy, but if less than such majority is present at a meeting, a majority of those present may adjourn the meeting from time to time without further notice, if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken and if the period of adjournment does not exceed thirty (30) days in one (1) adjournment.

d. Voting. Two-thirds (2/3) of the votes present at a meeting of the Association, in person or by proxy, shall decide any questions brought before the meeting, except for the election of Directors, which shall be held in accordance with Section 1.4 hereof. Any Member of the Association who appears at a meeting, either in person or by proxy, shall be deemed to have waived notice of the time and place of the meeting. Any Member may also waive notice in writing. Any record owner of a Site may cast its vote at any Association meeting by written proxy, which may be general or limited and which shall be delivered to the Chairman at such meeting. All meetings of the Association shall be held in Davidson County, Tennessee, at a place to be designated in the notice of the meeting by the Board of Directors.

1.4 Board of Directors. The affairs of the Association shall be managed by a Board of Directors (the "Board") consisting of seven (7) Directors. Directors shall be natural persons, but need not be Members of the Association. Directors shall hold office for periods of one year, and thereafter until their successors are duly elected and qualified, and shall be elected by a majority of the votes cast; provided, however, that every Member entitled to vote at such election shall be entitled to as many votes as shall equal the number of directors to be elected, and each Member may cast all of such votes for a single director or may distribute them among the number to be voted for or any two (2) or more of them as such member may see fit. Any vacancy from whatever cause occurring in the Board shall be filled by appointment made by a two-thirds (2/3) vote of the remaining Directors. The person appointed to fill such vacancy shall serve until the next annual meeting.

(a) Board Meetings. A regular annual meeting of the Board shall be held without notice immediately after and at the same place as the annual meeting of the Association. The Board may also provide by resolution the time and place for the holding of additional regular meetings without additional notice. Special meetings of the Board may be

called by not fewer than two (2) of the Directors. The Directors calling a special meeting shall deliver or mail to all other Directors at least seven (7) days before the date of such meeting, notice of the time and place of the meeting and notice of the subjects to be considered. Only matters described in the notice may be considered at special meetings unless notice of the agenda is waived pursuant to subparagraph (d) hereof. The Board may take any action without the necessity of a meeting by resolution signed by each of the Directors.

(b) Quorum. The Directors may hold a meeting only if a quorum is present, but if less than such majority is present at a meeting, a majority of those present may adjourn the meeting from time to time without further notice if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken and if the period of adjournment does not exceed thirty (30) days in any one adjournment. A majority of the Directors in office shall constitute a quorum of the Board.

(c) Voting. Each Director shall be entitled to one (1) vote. The vote of two-thirds (2/3) of the Directors present at any meeting shall decide any questions brought before the meeting.

(d) Waiver of Notice. A Director's attendance at a meeting of the Association shall constitute waiver of notice of the time and place thereof. Notice of the subjects to be considered at a special meeting of the Directors may be waived by written waiver or at each Director's option.

(e) Officers. The Board shall elect a Chairman, a Secretary-Treasurer, and such other officers as it may determine, who shall serve terms of one (1) year. No person shall be elected to succeed himself or herself as Chairman in the year immediately following the year in which he or she has served as Chairman. The Chairman shall preside at all Board meetings and Association meetings. The Secretary-Treasurer shall keep the financial records of the

Association and minutes of the meetings, send notices of all meetings, and keep other appropriate records of the activities of the Board and the Association.

(f) Powers and Duties. The Board shall have the power to perform all actions that may be appropriate in the performance of its duties hereunder, including but not limited to the hiring of professionals and consultants, and the making of assessments against Members.

ARTICLE II

ASSESSMENTS

The Association, acting through the Board, may assess the Members as follows:

2.1 Purposes of Assessments. Assessments may be imposed for the following purposes:

(a) To supplement from time to time the trust funds held by Trustee, so as to assure the Trustee's ability to pay all taxes on the Lawns, carry all necessary or desirable insurance coverage thereon, and pay itself a reasonable fee for its services as Trustee;

(b) To provide funding for maintenance of the Lawns and Park Road by Trustee and/or the Association, as may be deemed appropriate by the Board and Trustee from time to time, including but not limited to planting and maintaining trees, grass, and other landscaping materials and the stone wall along West End Avenue;

(c) To provide any other service or perform or have performed any other maintenance function for the general benefit of the Lawns so that the same may benefit all of the owners of property in West End Park; and

(d) To provide funds for the general operation of the Association.

2.2 Amount and Allocation of Assessments. The total amount of assessments for any year shall be allocated equally among the Members, which shall, initially, be seven (7) in number. The Board shall fix the amount of the current year's assessment prior

to each annual meeting of the Association. Assessments shall be payable in such installments as the Directors may approve. Special Assessments may be levied by the Board at any time with the approval of two-thirds (2/3) of the Members.

2.3 Collection of Assessments. By accepting title to their respective Sites and/or their execution of this Agreement, the Members shall be deemed to have personally obligated themselves to pay the amount of all assessments due on their respective Sites when purchased or accruing thereafter. Any assessment or installment of assessment not paid within thirty (30) days after its due date shall be subject to a late charge in an amount to be determined from time to time by the Board (but not to exceed $25) and, in addition, shall bear interest from the due date at the lower of 18% per annum or the maximum legal contract rate then permitted by law. The Association acting through the Board may initiate legal action against any delinquent Member to collect past-due assessments plus late charges, interest and costs of collection, including reasonable attorney's fees; or the Association may institute proceedings to foreclose the Association's lien (as set forth below in Section 2.4) against the Site to which the assessment relates; or the Association may seek both of said remedies or any other remedy available by law or equity. The Board shall prepare a roster of the Sites and assessments applicable thereto which shall be kept in the office of the Chairman or Secretary-Treasurer of the Association and shall be open to inspection by any Member. Written notice of the assessment shall thereupon be sent to every Member subject thereto. The Association shall, upon demand at any time, furnish to any Member liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

2.4 Enforcement. In order to secure the payment of all assessments, late charges, interest thereon, and costs of collection, including reasonable attorney's fees, a lien shall

attach to each Site when such assessments or other amounts become due. This lien shall be subordinate to the lien of any deed of trust or mortgage on such Site, except as to assessments due prior to the recording of such deed of trust or mortgage.

ARTICLE III

SUPPORT OF TRUSTEE

3.1 Support of Trustee. In addition to providing funds to Trustee to be utilized as set forth in Section 2.1, the Board shall from time to time consult with Trustee as to means by which the Association may assist Trustee in its efforts to maintain the Lawns and Park Road for the benefit of all owners of property in West End Park, and without limiting the generality of the foregoing, shall assist Trustee in discouraging and/or eliminating encroachments of any kind on the Lawns.

ARTICLE IV

GRANTEE'S COVENANT

4.1 Grantees' Covenant. Each owner, ground lessee, or other person in interest accepting a conveyance of any Site, whether or not the same incorporates or refers to this Agreement, covenants for himself, his heirs, successors and assigns, to observe, perform and be bound by this Agreement and to incorporate this Agreement by reference in any deed, ground lease, or other conveyance of all or any portion of his interest in any real property subject hereto.

ARTICLE V

GENERAL PROVISIONS

5.1 Director and Officer Liability. The directors and officers of the Association shall not be personally liable to the Members or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever, except for willful misconduct. The Association shall indemnify and hold harmless the directors and officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by the directors or officers

on behalf of Members or the Association or arising out of their status as directors or officers, unless any such contract, act or omission constitutes willful misconduct. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees, amounts of judgments paid, and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of his duties as such director or officer; or (ii) any matter settled or compromised unless in the opinion of counsel selected by or in a manner determined by the Board, there is no reasonable ground for such person being adjudged liable for willful misconduct in the performance of his duties as such director or officer.

5.2 Duration. This Agreement shall be in effect until January 1, 2011, at which time it shall be automatically extended for successive periods of ten (10) years each, unless it is then agreed by a two-thirds (2/3) vote of the Members to terminate this Agreement.

5.3 Amendment. This Agreement may be amended at any time by a two-thirds (2/3) vote of the Members, provided that no amendment shall invalidate any approval given or action taken prior to the adoption of such amendment.

5.4 Covenants Run With Land. All provisions of this Agreement shall be interpreted as running with the Property so that the provisions hereof are binding upon and inure to the benefit of all present and future owners of real property within the Property.

5.5 Successors. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the present and future Members.

5.6 Subordination of Liens. The lien of the assessments and other charges provided for herein shall be subordinate to the lien of any prior deed of trust or mortgage on the respective Sites, except as to assessments due prior to the recording of such deed of trust or mortgage. Sale or transfer of any Site shall not affect the assessment lien; provided, however, that the sale or transfer of any Site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due after the recordation of such deed of trust or mortgage and prior to such sale or transfer. No such sale or transfer shall release such Site from liability for any assessments thereafter becoming due or from the lien thereof.

5.7 Controlling Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

Norman W. Ginsberg

Darlene B. Ginsberg

Elizabeth G. Tannenbaum

Betty G. Richardson

By: _____
Norman W. Ginsberg, Attorney-in-Fact

Karen Jane Ginsberg

The 3322 West End Avenue Limited Partnership

By: 3322 Partnership

By: _____
General Partner

3310 West End Avenue Associates

By: _____
General Partner

_____
Nelson C. Andrews

_____
Lee F. Noel

Al-Haddad Properties and Management Group

By: _____
General Partner

Executive Plaza

By: _____
General Partner

One American Center Associates,
a Tennessee limited partnership

By: American Center-Nashville, Ltd., a Tennessee limited partnership, its general partner

By: HBE-American Center, Ltd., a Tennessee limited partnership, its general partner

By: _____
Patrick G. Emery,
its general partner

Exhibit A

to

Agreement and Declaration

of

Restrictive Covenants

Description of Sites Subject

to Agreement

Site 1: Property owned by Norman W. Ginsberg and described as follows:

TWO tracts of land in Davidson County, Tennessee, as follows:

FIRST TRACT: Being the westerly part of Lot No. 5 in West End Park, the Plan of which is recorded in Book 161, page 47, Register's Office for said County, particularly described as beginning at the northwest corner of a lot heretofore conveyed to Samuel Cowan, the same being the eastwardly part of said Lot No. 5, and running in a northwesterly direction with the dividing line between Lots Nos. 5 and 6, on said Plan, 145-1/2 feet to the easterly margin of a roadway; thence in a southwesterly direction, with the eastern margin of said roadway, 231.3 feet to a point and stake at the end of the curve; thence with the curve and margin of said roadway to said Cowan's southwest corner; thence in a northeasterly direction with the line of the Cowan lot, 217.25 feet to the beginning.

SECOND TRACT: Being a portion of Lot No. 6, in said West End Park as per plan above mentioned, lying north of and adjoining, the above described portion of Lot No. 5, and particularly described as beginning at an iron pin planted in the margin of a roadway at the junction between lots Nos. 5 and 6; running thence in a southeasterly direction with the line between Lots Nos. 5 and 6, 145-1/2 feet to a point; thence in a northeasterly direction and parallel with the rear line of Lots Nos. 6 and 4, thirty feet to a point; thence northwesterly, and parallel with the division line between Lots Nos. 5 and 6, 145-1/2 feet to the margin of the roadway; thence along the margin of said roadway 30 feet to the point of beginning.

Being the same property conveyed to Norman W. Ginsberg by deed from Mandalee Linton Hoof, individually and as Trustee, as recorded in Book 3907, page 99, Register's Office for Davidson County.

Site 1: (continued)

Property owned by Darlene B. Ginsberg, Elizabeth G. Tannenbaum, Betty G. Richardson, Karen Jane Ginsberg, as tenants in common, and described as follows:

Davidson County, Tennessee, to-wit:

Being the southeasterly parts of Lots Nos. 5 and 6 on the plan of West End Park, as of record in Book 161, Page 17, Register's Office for said County, described according to a survey made by W. B. Southgate, Surveyor, July 21, 1916, as follows:

Beginning on the northerly margin of Park Road adjoining the Murphy Road at the corner of Lots Nos. 4 and 5; thence with the line between said two lots, North 38-1/2 degrees East 145.8 feet to the common corner of Lots Nos. 3, 4, 5 and 6, continuing in the same direction and with the line between Lots Nos. 3 and 6, 80 feet, in all 225.8 feet to the southeast corner of the H. J. Mikel lot; thence with his line, North 52 degrees West 100 feet to an iron pin; thence South 38-1/2 degrees West 80 feet to the dividing line between Lots Nos. 5 and 6, continuing in the same direction 217-1/4 feet, in all 297-1/4 feet to the northerly margin of Park Road; thence with said road, South 87 degrees East 122-1/2 feet to the beginning.

Being part of the same property conveyed to Darlene B. Ginsberg, Elizabeth G. Tannenbaum, Betty G. Richardson, Karen Jane Ginsberg, as tenants in common, by Deed from Park West Corporation as recorded in Book 7090, page 296, Register's Office for Davidson County, Tennessee.

Site 2: Property owned by The 3322 West End Avenue Limited Partnership, a Tennessee limited partnership, and described as follows:

Being a parcel of property lying in Davidson County, Tennessee and being lot number 4 as shown on the plan of West End Park, as of record in Book 161, Page 47, Register's Office for Davidson County, Tennessee and being more particularly described as follows:

Beginning at an iron pin, the Northeast corner of lot 4 and the Southeast corner of lot 3 in the Westerly line of Park Drive, said pin being located Southwesterly 809.81 feet from the South right-of-way line of Acklen Park Drive.

Thence with Park Drive on a curve to the right, the central angle of which is 45 deg 00 min 00 sec, the radius of which is 135.20 feet, the chord of which is south 59 deg 40 min 01 sec West, 103.48 feet, an arc distance of 106.19 feet to an iron pin.

Thence continuing with Park Drive on a curve to the right, the central angle of which is 15 deg 00 min 59 sec, the radius of which is 522.50 feet, the chord of which is South 89 deg 40 min 30.5 sec West, 136.55 feet, an arc distance of 136.94 feet to an iron pin.

Thence continuing with Park Drive, North 82 deg 40 min 00 sec West, 186.80 feet to an iron pin corner common with lot 5 in the North line of Park Drive.

Thence with lot 5, North 42 deg 34 min 09 sec East, 305.80 feet to an iron pin corner common with lot 6, lot 7, and lot 3.

Thence with lot 3, South 47 deg 25 min 51 sec East, 290.90 feet to the point of beginning.

Containing 1.31 acres.

Being the same property conveyed to The 3322 West End Avenue Limited Partnership, a Tennessee limited partnership, by deed from The 3322 Partnership, a Tennessee general partnership, as recorded in Book 6375, page 778, Register's Office of Davidson County, Tennessee.

Site 3: Property owned by 3310 West End Avenue Associates and described as follows:

LAND in Davidson County, Tennessee, being all of Lot No. 2, the southwesterly part of Lot No. 1 and part of Lot No. 8, on the Map of West End Park, as of record in Book 161, page 47, Register's Office for said County, described as follows:

Beginning on the westerly margin of Park Drive (a private road), 100.80 feet west of the westerly margin of Acklen Park Drive; thence South 29 deg. 29' 00" West 302.00 feet to a P. K. nail in asphalt driveway; thence North 53 deg. 15' 00" West 242.05 feet to an iron pin by others; thence North 36 deg. 45' 00" east 20 feet to an iron pin by others; thence North 53 deg. 15' 00" West 262.65 feet to an iron pipe by others in the southerly margin of Fairmont Dr., thence with the southerly margin of said drive, North 63 deg. 57' 32" East 90 feet to crossmark on concrete curb by others; thence leaving said Fairmont Drive, south 53 deg. 15' 00" East 221.52 feet to an iron pin placed; thence North 36 deg. 45' 00" East 199.63 feet to an iron pin placed; thence South 53 deg. 15' 00" East 203.84 feet to the point of beginning, containing 1.978 acres, more or less, according to a survey by Michael V. Holmes & Associates, Inc., dated December 19, 1979, revised March 24, 1980.

Being the same property conveyed to 3310 West End Avenue Associates by deed from James B. McKee, Charles W. Geny and G.E. Thorton as recorded in Book 6343, page 824, Register's Office of Davidson County, Tennessee.

Site 4: Property owned by Nelson C. Andrews and Lee F. Noel and described as follows:

TRACT I:
Land in Davidson County, Tennessee, being the northeast half of Lot No. 9 on the original plan of West End Park as shown on record in Book 161, page 47, of the Register's Office for Davidson County, Tennessee, and as shown on the revised map of West End Park, of record in Book 421, pages 82 and 83, and bounded as follows:

Beginning on the southwest margin of Acklen Park Drive at the corner of Lots Nos. 1 and 9 on said plan; thence with the line between said two lots southwestwardly 100 feet; thence northwardly parallel with the southwest line of said lot No. 9, 192 feet, more or less, to the margin of Fairmont Drive; thence with the margin of said street to the intersection of Acklen Park Drive and continuing with the margin of Acklen Park Drive in all 264.9 feet more or less, to the beginning.

TRACT II:
Land in Davidson County, Tennessee, being the easterly part of Lot No. 1 on the map of West End Park, as of record in Book 161, page 47, Register's Office for said County, described as follows:

Beginning on the westerly margin of 33rd Avenue North, formerly Grand Avenue, at the corner of lots Nos. 1 and 9; thence with the line between said two lots, south 36° 45' west 100 feet to a point 100 feet east of the dividing line between lots Nos. 1 and 2; thence southwardly and parallel with the dividing line between lots Nos. 1 and 2, 206 feet, more or less, to the northerly margin of a driveway or Park Roadway; thence with same eastwardly 55 feet, more or less, to the beginning of a curve; thence around said curve in a northeasterly direction 73.1 feet to the westerly margin of 33rd Avenue North; thence with said avenue northwardly 151 feet to the beginning.

Being the same property conveyed to Nelson C. Andrews and Lee F. Noel by deed from Norman W. Ginsberg as recorded in Book 5430, page 810, Register's Office of Davidson County, Tennessee.

Site 5: Property owned by Al-Haddad Properties and Management Group, a Tennessee general partnership, and described as follows:

Beginning at a point in the northerly margin of Park Roadway, at the common corner of lots 1-A and 2-A, as shown on the Plan of record in Book 421, pages 82 and 83, said Register's Office; thence in a northerly direction, along the dividing line between said lots, 200 feet to a point in the southerly margin of West End Circle; thence westerly along the southerly margin of West End Circle 100 feet to the southeast corner of West End Circle and 33rd Avenue North; thence along the easterly margin of 33rd Avenue North, southerly 155.5 feet to a concrete monument at the beginning of a curve; thence around said curve 72.8 feet to a concrete monument in the northerly margin of Park Roadway; thence along the northerly margin of the same, easterly 55.5 feet to the point of beginning. Together with all its right, title and interest in and to the Park strip in front of said lot and subject to such rights in and to said park strip as shown on said plan and as set out in deed fron T.J. Hays, Trustee, to Elizabeth Escott Hardison, of record in Book 372, page 22, said Register's Office.

Being the same property conveyed to Al-Haddad Properties and Management Group, a Tennessee general partnership, by deed from Mansorah Hassan Ismail as recorded in Book 5964, page 838, Register's Office of Davidson County, Tennessee.

Site 6: Property owned by Executive Plaza, a limited partnership, and described as follows:

Being Lot No. 148 and the easterly 50 feet of Lot No. 149 on the revised map of West End Park, as of record in Book 421, page 82 and 83, Register's Office for said County.

Said Lot No. 148 fronts 100 feet on the south side of West End Circle and runs back between parallel lines, 200 feet to the north margin of Park Roadway. Said part of Lot No. 149 fronts 50 feet on the northerly side of Park Roadway and runs back between parallel lines 200 feet to the southerly margin of West End Circle.

Being the same property conveyed to Executive Plaza, a limited partnership, by deed from Brandon-Condra Co., Inc., a Tennessee corporation, as recorded in Book 4808, page 646, Register's Office of Davidson County, Tennessee.

Site 7: Property owned by One American Center Associates, a Tennessee limited partnership, and described as follows:

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, located on the southerly side of West End Circle at Thirty-First Avenue and being Lot No. 1, as shown on the plan of Resubdivision of Lot No. 1, One American Center, as of record in Book 6250, Page 791, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the southerly margin of West End Circle at the intersection with the westerly margin of a frontage road along Thirty-First Avenue, North;

THENCE, leaving said southerly margin of West End Circle with the westerly margin of said frontage road with a curve to the right 8.93 feet to a point, said curve having a central angle of 16° 24' 18", a radius of 30.00 feet, a tangent of 4.32 feet and a chord of S 43° 16' 00" E, 8.96 feet;

THENCE, continuing with the westerly margin of said frontage road S 35° 01' E, 268.60 feet to a point in the northerly margin of Park Drive;

THENCE, with the northerly margin of said Park Drive with a curve to the right 330.33 feet to a point, said curve having a central angle of 73° 28' 56", a radius of 195.11 feet, a tangent of 191.65 feet and a chord of S 01° 44' W, 233.43 feet;

THENCE, continuing with said northerly margin of Park Drive, S 38° 28' W, 377.11 feet to a point;

THENCE, leaving said northerly margin of Park Drive with the easterly line of the property conveyed to Robert M. Condra and Jack Brandon by deed of record in Book 4806, Page 646, R.O.D.C., N 51° 40' W, 200.00 feet to a point;

THENCE, with a portion of the northerly line of said Robert M. Condra and Jack Brandon property S 31° 47' W, 189.02 feet to a point at the intersection of the southerly margin and the easterly margin of West End Circle;

THENCE, with the easterly margin of said West End Circle, the following calls:

N 11° 14' W, 8.99 feet to a point;

With a curve to the left 184.75 feet, said curve having a central angle of 84° 40' 21", a radius of 127.33 feet, a tangent of 114.22 feet and a chord of N 05° 33' 11" W, 177.69 feet;

N 30° 54' W, 153.72 feet to a point;

THENCE, leaving said easterly margin of West End Circle, the following calls:

N 29° 06' 24" E, 183.73 feet to a point;

N 83° 16' 46" E, 76.75 feet to a point;

N 84° 06' 24" E, 98.01 feet to a point;

N 29° 06' 24" E, 106.43 feet to a point;

N 50° 53' 36" W, 25.00 feet to a point;

N 25° 37' 25" E, 99.16 feet to the point of beginning.

Containing 176,390 square feet or 4.05 acres, more or less.

Being the same property conveyed to One American Center Associates, a Tennessee limited partnership, by deed from American Center - Nashville, Ltd., a Tennessee limited partnership, as recorded in Book 6869, page 719, Register's Office of Davidson County, Tennessee.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Elizabeth C. Rayfield a Notary Public, Norman W. Ginsberg with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10 day of August, 1987.

Elizabeth C. Rayfield
Notary Public

My Commission Expires:

My Commission Expires July 10, 1990

STATE OF Tennessee)
)
COUNTY OF Davidson)

Personally appeared before me, Elizabeth C. Rayfield a Notary Public, Darlene B. Ginsberg, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10th day of August, 1987.

Elizabeth C. Rayfield
Notary Public

My Commission Expires:

My Commission Expires July 10, 1990

STATE OF Tennessee)
)
COUNTY OF Davidson)

Personally appeared before me, Elizabeth C. Rayfield a Notary Public, Elizabeth G. Tannenbaum, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10th day of August, 1987.

Elizabeth C. Rayfield
Notary Public

My Commission Expires:

My Commission Expires July 10, 1990

STATE OF Tennessee)
)
COUNTY OF Davidson)

Publicly appeared before me, Elizabeth C. Rayfield, a Notary Public, Norman W. Ginsberg, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the attorney-in-fact of Betty G. Richardson, and is authorized by the said Betty G. Richardson to execute this instrument on behalf of the said Betty G. Richardson.

WITNESS my hand and seal, at office, this 10th day of August, 1987.

Elizabeth C. Rayfield
Notary Public

My Commission Expires:

My Commission Expires July 10, 1990

STATE OF Tennessee)
)
COUNTY OF Davidson)

Personally appeared before me, Elizabeth C. Rayfield a Notary Public, Karen Jane Ginsberg, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10th day of August, 1987.

Elizabeth C. Rayfield
Notary Public

My Commission Expires:

My Commission Expires July 10, 1990

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Judy Berry Bright, a Notary Public, K.D. Stach, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the general partner of 3322 Partnership, a limited partnership, the general partner of The 3322 West End Avenue Limited Partnership, a limited partnership, and is authorized by the limited partnership to execute this instrument on behalf of the limited partnership.

WITNESS my hand, at office, this 10th day of August, 1987.

Judy Berry Bright
Notary Public

My Commission Expires:

March 11, 1990

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Judy Berry Bright, a Notary Public, Fleming W. Smith Jr., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the general partner of 3310 WEST END AVENUE ASSOCIATES, a general partnership, and is authorized by the general partnership to execute this instrument on behalf of the general partnership.

WITNESS my hand, at office, this 10th day of August, 1987.

Judy Berry Bright*
Notary Public

My Commission Expires:

March 11, 1990

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Judy Berry Bright, a Notary Public, NELSON C. ANDREWS and LEE H. NOEL, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10th day of August, 1987.

Judy Berry Bright*
Notary Public

My Commission Expires:

March 11, 1990

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Judy Berry Bright*, a Notary Public, David R. Albright, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the ~~general partner of~~* AL-HADDAD PROPERTY AND MANAGEMENT GROUP, a general partnership, and is authorized by the general partnership to execute this instrument on behalf of the general partnership.

WITNESS my hand, at office, this 10th day of August, 1987.

Judy Berry Bright*
Notary Public

My Commission Expires:

March 11, 1990.

* Attorney-in-fact of Sahib Al-Haddad, the general partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Jack D. Hardison, a Notary Public, Jack D. Hardison, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the general partner of EXECUTIVE PLAZA, a Tennessee limited partnership, and is authorized by the limited partnership to execute this instrument on behalf of the limited partnership.

WITNESS my hand, at office, this 30th day of August, 1987.

Jack D. Hardison
Notary Public

My Commission Expires:
July 9 1991

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, KATHRYN DICKERSON, a Notary Public, PATRICK G. EMERY, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the general partner of HBE-American Center, Ltd., a limited partnership, the general partner of American Center-Nashville, Ltd., a limited partnership, the general partner of ONE AMERICAN CENTER ASSOCIATES, a limited partnership, and is authorized by the limited partnership to execute this instrument on behalf of the limited partnership.

WITNESS my hand, at office, this 4th day of September 1987.

Kathryn Dickerson
Notary Public

My Commission Expires:
My Commission Expires Nov. 12, 1989

67120

IDENTIFICATION REFERENCE

SEP 21 11 15 AM '87

DAVIDSON COUNTY TN