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

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS: **United Methodist Publishing House**	SEND TAX BILLS TO: **(SAME)**	MAP-PARCEL NUMBERS **70-12-09** **70-12-05**
(NAME) **201 - 8th Avenue, South**	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) **Nashville, TN 37202**	(STREET ADDRESS)	
(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 $ 4,787,790.00.

Larry L. Wallace

Subscribed and sworn before me, this the 22nd day of December, 1988.

Deborah S. Perkins
Notary Public

My Commission Expires: My Commission Expires May 13, 1989

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by the BOARD OF PUBLICATION OF THE METHODIST CHURCH, INC., an Illinois corporation d/b/a UNITED METHODIST PUBLISHING HOUSE, 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 does transfer and convey unto the BOARD OF PUBLICATION OF THE METHODIST CHURCH, INC., an Illinois corporation d/b/a UNITED METHODIST PUBLISHING HOUSE, hereinafter called GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

Land known as Tracts 15A and 16B, containing approximately 32.57 acres of land, more or less, being more particularly described on a plat entitled "Resubdivision of Parts of Blocks "G" and "H," Section No. 1-Book 4675, Page 48, MetroCenter, Tracts 15A and 16B," recorded December 2, 1988 in Book 6900, Page 817 in the Register's Office of Davidson County, Tennessee.

Being part of the property conveyed to MetroCenter Properties, a Tennessee general partnership composed of Aladdin Resources, Inc., a Delaware corporation, Managing general partner by instrument of record in Book 4983, Page 781, and by instrument of record in Book 5328, Page 634 and Book 5584, Page 51 and Cumberland Bend Investments, Inc., by instrument of record in Book 5718, Page 52, said Register's Office; and being the same Property conveyed to MetroCenter Properties, a Tennessee general partnership, by deed from The Benson Company, Inc., a Tennessee corporation of record in Book 6047, Page 93, said Register's Office.

This conveyance is made subject to Restrictive Covenants recorded in Deed Book 4793, Page 166; Book 4809, Page 966; Book 4829, Page 722; Book 5792, Page 787; Book 7012, Page 61 and Deed Book 7487, Page 952 Register's Office for Davidson County, Tennessee; subject to easements and restrictions of record; and subject to easements and setback lines shown on Plat of Survey, recorded in Book

6900, Page 817, said Register's Office, and those Special Covenants and Restrictions attached hereto as Exhibit "A" and incorporated herein by reference.

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. Whenever 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 22d day of DECEMBER, 19 88.

METROCENTER PROPERTIES, a
Tennessee General Partnership

BY: Aladdin Resources, Inc.,
a Delaware corporation,
Managing General Partner

ATTEST: Deborah S. Peatross JEH
Deborah S. Peatross
Assistant Secretary

BY: Randall W. Parham JEH
Randall W. Parham, AIA
Vice President-Project Development

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Randall W. Parham, with whom I am personally acquainted (or proved to me on a basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President-Project Development of Aladdin Resources, Inc., a corporation, the managing general partner of MetroCenter Properties, the within named bargainor, a Tennessee general partnership, and that he as such Vice President-Project Development of the managing general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the general partnership by himself as Vice President-Project Development of Aladdin Resources, Inc., managing general partner of MetroCenter Properties.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 22nd day of December, 1988.

Deborah S. Peatross
Notary Public

My Commission expires:

My Commission Expires May 13, 1989

DSP/JH 12/19/88

EXHIBIT "A"

DECLARATION OF SPECIAL COVENANTS AND RESTRICTIONS

This Declaration of Special Covenants and Restrictions between the BOARD OF PUBLICATION OF THE UNITED METHODIST CHURCH, INC., an Illinois corporation d/b/a UNITED METHODIST PUBLISHING HOUSE ("BUYER") and METROCENTER PROPERTIES, a Tennessee General Partnership, ("MCP").

WHEREAS, MCP owns all that tract of land known as Tracts 15A and 16B, containing approximately 32.57 acres of land, more or less, being more particularly described on a plat entitled "Resubdivision of Parts of Blocks "G" and "H," Section No. 1-Book 4675, Page 48, MetroCenter, Tracts 15A and 16B", recorded in the Register's Office of Davidson County, Tennessee in Plat Book 6900, Page 817, on the 2nd day of December, 1988, hereinafter collectively referred to as the "Property" as described in the deed from MCP to BUYER dated the 22nd day of DECEMBER, 1988.

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 single user corporate headquarters office building and/or a printing and distribution facility on the Parcel 16B Property and on the Parcel 16C Property, and/or a first-class single user corporate headquarters office building on the Parcel 15 Property. (The printing and distribution facility and the corporate headquarters office building shall sometimes be hereinafter referred to individually as a "Building" and collectively as the "Buildings.") The Buildings shall be One Hundred Percent (100%) owner occupied, with the exception that Buyer shall be allowed to lease portions of each Building, such portion not to exceed Twenty-Five Percent (25%) of the relevant Building, to third party non-related lessees; provided, however, that Buyer shall provide to MCP, prior to the commencement of any such lease term, the name and mailing address for the proposed lessee, together with the name, address and telephone number of a contact person for the lessee, together with a statement by Buyer and the proposed lessee certifying to MCP the use the proposed lessee intends to make of the relevant Building. Any such leasing by Buyer and the lessee's use of the relevant Building, pursuant to such leasing, shall be subject to the Restrictive Covenants recorded on the Property and this Declaration of Special Covenants and Restrictions. The exterior materials, roofing, color scheme and general appearance of the Buildings 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 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 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 successor 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 or structures 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.

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. 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 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 of the buildings constituting the Buildings on the Property shall be subject to the approval of the PRC as constituted under the covenants and restrictions recorded in Deed Book 4793, Page 166; Deed Book 4809, Page 966; Deed Book 4829, Page 722; Deed Book 5792, Page 787, Deed Book 7012, Page 61 and Deed Book 7487, Page 952 in the Register's Office 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.

E. BUYER covenants and agrees that it will become a member of an association or associations which have been or 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 has or 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 Buyers successors and assigns.

This Agreement is entered into by the parties this 20th day of September, 1988.

METROCENTER PROPERTIES, a
Tennessee general partnership

BY: ALADDIN RESOURCES, INC., a
Delaware corporation
Managing General Partner

ATTEST: Deborah S. Peatross
Deborah S. Peatross
Assistant Secretary

(Corporate Seal)

BY: Randall W. Parham
Randall W. Parham
Vice President
Project Development

BOARD OF PUBLICATION OF THE
UNITED METHODIST CHURCH, INC., an
Illinois corporation d/b/a UNITED
METHODIST PUBLISHING HOUSE

WITNESS: Lorry Wallace

BY: Robert H. Fowler

TITLE: President & Publisher

STATE OF TENNESSEE, COUNTY OF DAVIDSON, TO WIT:

Personally appeared before me Randall W. Graham, with whom I am personally acquainted and who upon oath acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of the maker or a constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 25th day of October, 1988.

Donatta R. Wade
Notary Public

My Commission expires:
My Commission Expires October 9, 1991

STATE OF TN., COUNTY OF Davidson, TO WIT:

Personally appeared before me, Robert K. Lesster, ~~whose official capacity is Vice President, Operations,~~ with whom I am personally acquainted and who upon oath acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the PRESIDENT & PUBLISHER of the maker or a constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal at office in Nash, Tn., this the 20th day of September, 1988.

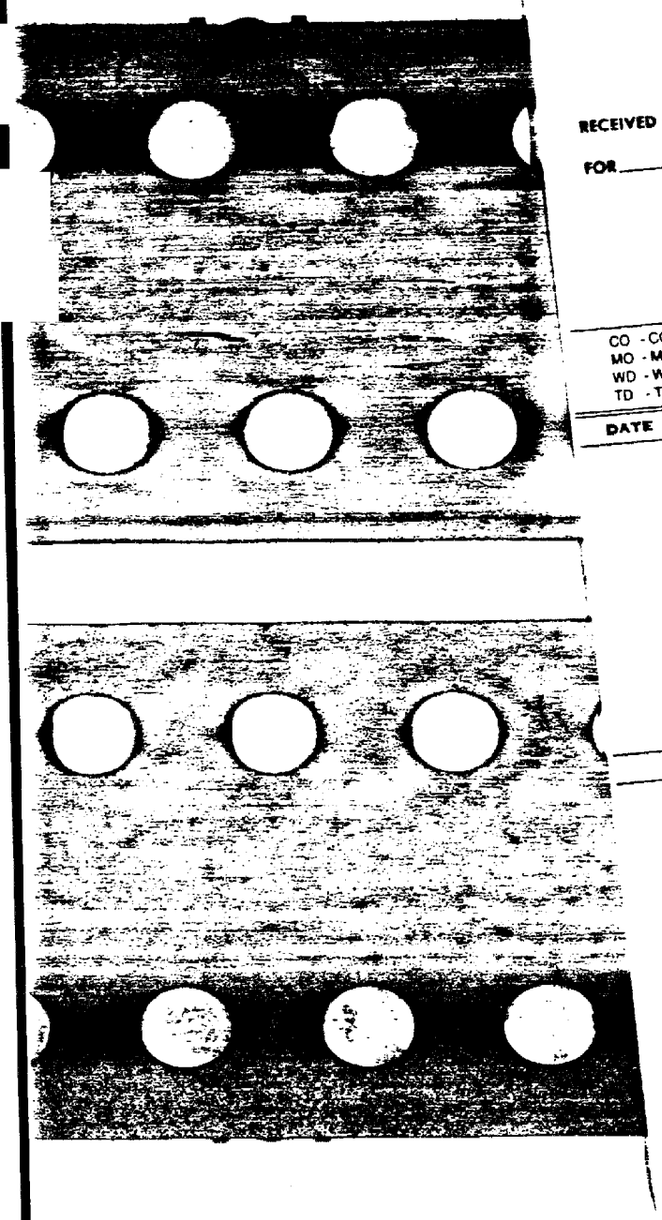
James W. Luttrell
Notary Public

My Commission expires:
My Commission Expires May 8, 1991

RECEIVED FOR RECORD
Dec 22 3 05 PM '88
FILED & RECORDED
DAVIDSON COUNTY, TN

IDENTIFICATION 0635 12/22 0101 03CHECK 15815.24

96219



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

RECEIVED OF _____

FOR _____

BOOK 7735 PAGE 172

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 4787790.00
				CON TX 15799.74
				PRFEE 0.50
				WDEED 15.00
				TOTAL 15815.24
				CHECK 15815.24
12/22/88	01			15:06 0001 062

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

96219

IDENTIFICATION REFERENCE

Dec 22 3 05 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 16676