FILED FEB

This instrument prepared by: MetroCenter Properties, Inc., 2214 MetroCenter Blvd., Suite 100, Nashville, Tennessee 37228.

5341 03/23 0101 03CHECK 1715.50

SPECIAL WARRANTY DEED

BOOK 8071 PAGE 787

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Buttery-Scoles Leasing of Nashville, a general partnership composed of Harold D. Buttery, Martin H. Scoles and Miles E. Buttery	**(SAME)**	**81-04-228**
(NAME) **1503 Broadway**	(NAME)	IDENTIF. REFERENCE
(STREET ADDRESS OR ROUTE NUMBER) **Nashville, TN 37203**	(STREET ADDRESS)	MAR 23 4 21 PM '90 DAVIDSON COUNTY
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

13256

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $515,000.00

Subscribed and sworn before me, this the 17th day of January, 1990.

Notary Public

My Commission Expires: 7/24/93

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by Buttery-Scoles Leasing of Nashville, a general partnership, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, METROCENTER PROPERTIES, a Tennessee General Partnership, as Debtor-in-Possession, hereinafter called the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto BUTTERY-SCOLES LEASING OF NASHVILLE, a general partnership composed of Harold D. Buttery, Martin H. Scoles and Miles E. Buttery, hereinafter called GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Resubdivision-Lot 2, MetroCenter, Tract 22, as shown on the Subdivision Plat entitled "Resubdivision-Lot 2, MetroCenter, Tract 22", as recorded on May 18, 1989 in Book 6900, Page 905, in the Register's Office for Davidson County, Tennessee, to which Plan reference is made for a more complete description.

Being part of the property conveyed to METROCENTER PROPERTIES, a Tennessee General Partnership composed of MetroCenter Properties, Inc., a Delaware corporation, Managing General Partner by instrument of record in Book 5328, Page 634 and Cumberland Bend Investments, Inc., by instrument of record in Book 5718, Page 52, Register's Office of Davidson County, Tennessee.

This conveyance is made subject to Restrictive Covenants recorded in Book 5225, Pages 112 and 120; Book 5242, Page 389; Book 5792, Page 787; Book 7012, Page 61 and Declaration of Agreements, Charges, Assessments and Liens for MetroCenter Business Park dated March 8, 1988 recorded in Book 7487, Page 952 Register's Office of 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 905, 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. 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 January, 1990.

METROCENTER PROPERTIES, a
Tennessee General Partnership
as Debtor-in-Possession

BY: MetroCenter Properties, Inc.,
a Delaware corporation,
Managing General Partner

ATTEST: Deborah S. Thurman
Deborah S. Thurman
Assistant Secretary

BY: Randall W. Parham
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 the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President of MetroCenter Properties, Inc., a Delaware corporation, managing general partner of MetroCenter Properties as Debtor-in-Possession, the within named bargainor, a Tennessee general partnership, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as Vice President of MetroCenter Properties, Inc., Managing general partner of MetroCenter Properties.

Witness my hand and seal, at office in Nashville, Tennessee, this the 17th day of January, 1990.

Notary Public

My Commission Expires: 7/24/93

EXHIBIT A
DECLARATION OF SPECIAL COVENANTS AND RESTRICTIONS

This Declaration of Special Covenants and Restrictions between BUTTERY-SCOLES LEASING OF NASHVILLE, a general partnership composed of Harold D. Buttery, Martin H. Scoles and Miles E. Buttery ("BUYER") and METROCENTER PROPERTIES, a Tennessee General Partnership as Debtor-in-Possession, ("MCP").

WHEREAS, MCP owns all that tract of land known as Tract 22, Lot 3, more particularly described as Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Resubdivision-Lot 2, MetroCenter, Tract 22, as shown on the Subdivision Plat entitled "Resubdivision-Lot 2, MetroCenter, Tract 22", as recorded on May 18, 1989 in Book 6900, Page 905, in the Register's Office for Davidson County, Tennessee, to which Plan reference is made for a more complete description (the "Property") as described in the deed from MCP to BUYER dated the 17th day of January, 1990.

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. Additional required land necessary for constructing on contiguous property known as MetroCenter Tract 22, Lot 1, a commercial building, showroom, open motor vehicle display and related improvements for the sale of new motor vehicles and related services, such as automobile service and incidental used car sales, the commercial building and showroom facility initially containing approximately Sixty Seven Thousand (67,000) square feet with approximately 27,000 square feet being used for a new Cadillac showroom facility and related offices for management and approximately 40,000 square feet being used for the servicing of automobiles, said facility to be One Hundred Percent (100%) Owner Occupied (the "Buildings"). The term "Owner Occupied" (or any variation or derivative thereof, such as "Owner Occupant") as used herein shall mean and refer to occupation of the Property by Buyer, Scoles Cadillac of Nashville, Inc. ("Scoles Cadillac"), or other affiliated companies, whether such affiliated companies are owned or controlled by Buyer, Scoles Cadillac or another related entity, or whether such companies are companies which contract with Buyer or Scoles Cadillac or other related entity, whether by lease, sublease, license agreement, franchise agreement or otherwise, to provide sales and service of items and/or accessories which complement a retail automobile dealership whose primary business is the selling and/or servicing of new motor vehicles. By way of example, such affiliated companies could include those companies which facilitate sales and service of items such as cellular telephones or tires. It is expressly understood and agreed that such entities included within the term "Owner Occupant" shall be entities which do not in any way make, or permit, another use of the Property other than the permitted use (specified in this Paragraph 1). Buyer expressly covenants and warrants that upon conveyance of the Property to Buyer, provided Buyer has purchased or subsequently purchases MetroCenter Tract 22, Lot 1, the Property shall become part of MetroCenter Tract 22, Lot 1, and notwithstanding anything to the contrary contained herein, provided Buyer has purchased, or subsequently purchases MetroCenter Tract 22, Lot 1, the Property shall not be transferred or conveyed separate or apart from MetroCenter Tract 22, Lot 1. In the event Buyer does not purchase MetroCenter Tract 22, Lot 1 within two (2) years from the date of Settlement then and in that event, Buyer covenants and agrees that Seller shall have the option to: (i) to purchase the Property for cash at and for the original Purchase Price paid by Buyer; or (ii) if permitted by the loan documents evidencing such financing, to assume Buyer's then existing financing on the Property and to pay to Buyer in cash any difference between the remaining balance due on said financing and the Purchase Price originally paid by Buyer.

2. These covenants and restrictions shall extend for a period of Twenty-Five (25) 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 reasonable discretion of MCP

and shall be reasonably consistent with the existing uses in the MetroCenter Business Park. 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, 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. The written approval of MCP and PRC as above provided shall not unreasonably be withheld.

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, after written notice to BUYER, its successors or assigns, and after reasonable opportunity to cure such breach, 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; provided, however, the foregoing provision for liquidated damages shall be applicable only with respect to a party who has failed to make a good faith effort to cure such breach. 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, or by the PRC or its successor, during such twenty-five (25) year period.

C. All exterior design features, exterior materials, roofing, color schemes 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 5242, Page 389; Deed Book 5225, Page 112; Deed Book 5225, Page 120; 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 complementary 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 and PRC, 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 these special covenants and restrictions shall prevail.

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, provided that at least Fifty Percent (50%) of the property owners qualified to be a member of any such association do in fact belong to such association. 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 and declarations to enforce any covenant, restriction or lien against the Property.

This Declaration of Special Covenants and Restrictions shall run with and bind the Property and shall be binding upon its successors and assigns.

This Agreement is entered into by the parties this 17th day of January, 1990.

METROCENTER PROPERTIES, a
Tennessee general partnership
as Debtor-in-Possession

BY: METROCENTER PROPERTIES, INC.,
a Delaware corporation
Managing General Partner

ATTEST: Deborah S. Thurman
Deborah S. Thurman
Assistant Secretary

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

BUTTERY-SCOLES LEASING
OF NASHVILLE,
a General partnership

WITNESS: Jan H Hoy

BY: M H Scoles
Martin H. Scoles
General Partner

STATE OF TENNESSEE, COUNTY OF DAVIDSON, TO WIT:

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Martin H. Scoles, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a general partner of BUTTERY-SCOLES LEASING OF NASHVILLE, the within named bargainor, a general partnership, and that he as such 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 general partner.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 17th day of January, 1990.

Jan H Hoy
Notary Public

My Commission expires:

7/24/93

STATE OF TENNESSEE, COUNTY OF DAVIDSON, TO WIT:

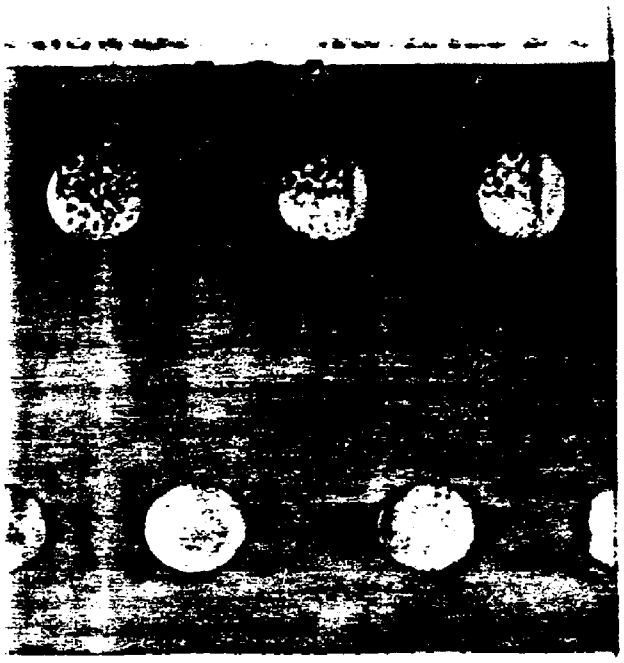
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Randall W. Parham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President of METROCENTER PROPERTIES, INC., the managing general partner of MetroCenter Properties, a Tennessee general partnership, as Debtor-in-Possession, the within named bargainor, and that he as such Vice President 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 of the managing general partner.

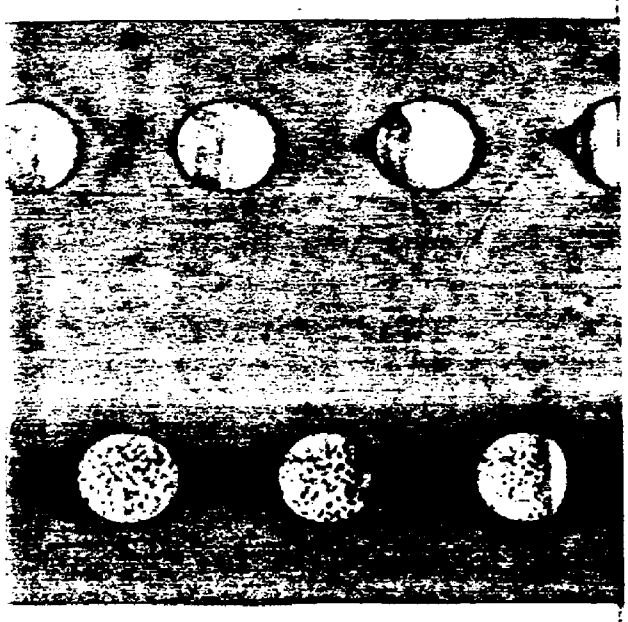
WITNESS my hand and seal at office in Nashville, Tennessee, this the 17th day of January, 1990.

Jan H Hoy
Notary Public

My Commission expires:

7/24/93





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

RECEIVED OF _____

FOR _____

$

BOOK 8071 PAGE 792

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

CAMT 515000.00
CON TX 1699.50
PRFEE 1.00
MDEED 15.00
TOTAL 1715.50
CHECK 1715.50
03/23/90 01 16:20 0001 5341

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

13256

IDENTIF. REFERENCE

MAR 23 4 21 PM '90

DAVIDSON COUNTY TN

No. 303767