3/27/90

Fee 6 JEH

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

SPECIAL WARRANTY DEED BOOK 8078 PAGE 222

ADDRESS NEW OWNER(S) AS FOLLOWS: United Methodist Publishing House	SEND TAX BILLS TO: (SAME)	MAP-PARCEL NUMBERS 70-12-09
(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 $980,500.00.

x Larry L Watson

Subscribed and sworn before me, this the 2nd day of April, 1990.

Stephanie Ellis Stiles
Notary Public

My Commission Expires: 11/21/92

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, INC., a Delaware corporation, 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:

Being two parcels of land in the First Civil District of Nashville, Davidson County, Tennessee in MetroCenter located in the southeast quadrant of Great Circle Road and Athens Way and being more particularly described as follows:

Tract One

BEGINNING at a point in the southerly margin of Great Circle Road, said point being the most northeasterly corner of United Methodist Publishing Property of record in Book 7735, Page 167, R.O.D.C.;

THENCE, with said southerly margin and a curve to the right 72.89 feet to a point, said curve having a central angle of 0° 44' 09", a radius of 5,675.58 feet and a chord of S 68° 45' 58" E, 72.89 feet;

THENCE, S 68° 23' 52" E, 233.91 feet to a point;

THENCE, leaving said margin, S 40° 53' 08" W, 557.71 feet to a point in the northerly boundary of MetroCenter, Tract 7J, of record in Book 5190, Page 182, R.O.D.C.;

THENCE, with said northerly boundary and a curve to the left 122.44 feet to a point, said curve having a central angle of 07° 00' 54", a radius of 1,000.00 feet and a chord of N 50° 21' 48" W, 122.36 feet;

THENCE, N 20° 51' 59" E, 488.12 feet to the point of beginning;

Containing 108,891 square feet or 2.50 acres, more or less.

Tract Two

Beginning at a concrete monument in the easterly margin of Athens Way, said monument being the northwest corner of First Revision Tract 8B-1, of record in the Book 5190, Page 189, R.O.D.C.:

THENCE, with said easterly margin, N 23° 44' 10" E, 140.00 feet to a point;

THENCE, leaving said margin, S 66° 15' 50" E, 349.48 feet to a point;

THENCE, S 82° 02' 13" E, 150.96 feet to a point;

THENCE, with a curve to the right 260.92 feet to a point, said curve having a central angle of 14° 56' 58", a radius of 1,000.00 feet, and a chord of S 74° 33' 45" E, 260.18 feet to a point at the northwesterly corner of MetroCenter, Tract 7J of record in Book 5190, Page 182, R.O.D.C.;

THENCE, with the westerly line of said Tract 7J, S 40° 31' 00" W, 210.00 feet;

THENCE, S 01° 01' 56" W, 57.27 feet to a point in the center of Venture Circle;

THENCE, with said centerline and a curve to the left 62.81 feet to a point, said curve having a central angle of 35° 59' 18", a radius of 100.00 and a chord of S 73° 02' 17" W, 61.78 feet;

THENCE, leaving said centerline, N 34° 46' 27" W, 155.88 feet to a point;

THENCE, N 66° 15' 50" W, 439.77 feet to a point in the northerly line of aforementioned Tract 8B-1;

THENCE, S 23° 44' 10" W, 5.83 feet to a point;

THENCE, N 66° 15' 50" W, 94.15 feet to the point of beginning;

Containing 122,277 square feet or 2.81 acres, more or less.

Being part of the property conveyed to MetroCenter Properties, Inc., a Delaware corporation, by instrument of record in Book 8061, Page 933, said Register's Office.

This conveyance is made subject to Restrictive Covenants recorded in Book 4829, Page 722; Book 5026, Page 783; Book 5035, Page 967; Book 5225, Pages 112 and 120; Book 5242, Page 389; Book 5332, Page 587; Book 5792, Page 787; Book 7012, Page 61 and 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 7900, Page 116, 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 2d day of April, 1990.

METROCENTER PROPERTIES, INC., a Delaware corporation

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

BY:
Randall W. Parham, AIA
Chief Operating Officer

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 Chief Operating Officer of MetroCenter Properties, Inc., a Delaware corporation the within named bargainor, and that he as such Chief Operating Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chief Operating Officer of MetroCenter Properties, Inc.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 2nd day of April, 1990.

Lois Gillis Brown
Notary Public

My Commission expires:

5/8/91

EXHIBIT "A"

DECLARATION OF SPECIAL COVENANTS AND RESTRICTIONS

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

WHEREAS, MCP owns all that tract of land known as a portion of Parcel 15B, containing approximately 2.5 acres of land, more or less ("Parcel 15B Property"); a portion of Parcel 8B, containing approximately 1.2 acres of land, more or less ("Parcel 8B Property"); and a portion of Parcel 8C, said portion containing approximately 1.6 acres of land, more or less ("Parcel 8C Property"), all parcels or portions thereof more particularly described as follows:

Tract One

BEGINNING at a point in the southerly margin of Great Circle Road, said point being the most northeasterly corner of United Methodist Publishing Property of record in Book 7735, Page 167, R.O.D.C.;

THENCE, with said southerly margin and a curve to the right 72.89 feet to a point, said curve having a central angle of 0° 44' 09", a radius of 5,675.58 feet and a chord of S 68° 45' 58" E, 72.89 feet;

THENCE, S 68° 23' 52" E, 233.91 feet to a point;

THENCE, leaving said margin, S 40° 53' 08" W, 557.71 feet to a point in the northerly boundary of MetroCenter, Tract 7J, of record in Book 5190, Page 182, R.O.D.C.;

THENCE, with said northerly boundary and a curve to the left 122.44 feet to a point, said curve having a central angle of 07° 00' 54", a radius of 1,000.00 feet and a chord of N 50° 21' 48" W, 122.36 feet;

THENCE, N 20° 51' 59" E, 488.12 feet to the point of beginning;

Containing 108,891 square feet or 2.50 acres, more or less.

Tract Two

Beginning at a concrete monument in the easterly margin of Athens Way, said monument being the northwest corner of First Revision Tract 8B-1, of record in the Book 5190, Page 189, R.O.D.C.;

THENCE, with said easterly margin, N 23° 44' 10" E, 140.00 feet to a point;

THENCE, leaving said margin, S 66° 15' 50" E, 349.48 feet to a point;

THENCE, S 82° 02' 13" E, 150.96 feet to a point;

THENCE, with a curve to the right 260.92 feet to a point, said curve having a central angle of 14° 56' 58", a radius of 1,000.00 feet, and a chord of S 74° 33' 45" E, 260.18 feet to a point at the northwesterly corner of MetroCenter, Tract 7J of record in Book 5190, Page 182, R.O.D.C.;

THENCE, with the westerly line of said Tract 7J, S 40° 31' 00" W, 210.00 feet;

THENCE, S 01° 01' 56" W, 57.27 feet to a point in the center of Venture Circle;

THENCE, with said centerline and a curve to the left 62.81 feet to a point, said curve having a central angle of 35° 59' 18", a radius of 100.00 and a chord of S 73° 02' 17" W, 61.78 feet;

THENCE, leaving said centerline, N 34° 46' 27" W, 155.88 feet to a point;

THENCE, N 66° 15' 50" W, 439.77 feet to a point in the northerly line of aforementioned Tract 8B-1;

THENCE, S 23° 44' 10" W, 5.83 feet to a point;

THENCE, N 66° 15' 50" W, 94.15 feet to the point of beginning;

Containing 122,277 square feet or 2.81 acres, more or less.

Being part of the property conveyed to MetroCenter Properties, Inc., a Delaware corporation, by instrument of record in Book 8061, Page 933, said Register's Office.

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 or buildings (the corporate headquarters office building or buildings 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 Book 4829, Page 722; Book 5026, Page 783; Book 5035, Page 967; Book 5225, Page 112 & 120: Book 5242, Page 389; Book 5332, Page 587; Book 5792, Page 787, Book 7012, Page 61 and 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, 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) 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 April, 1990.

METROCENTER PROPERTIES, Inc.
a Delaware corporation

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

BY: Randall W. Parham
Randall W. Parham
Chief Operating Officer

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

WITNESS: Stephanie Shupe

BY: Larry L. Wallace

TITLE: VP Finance & Admin

EXHIBIT "A"
PAGE THREE OF FOUR

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 a basis of satisfactory evidence), and who upon oath acknowledged himself to be Chief Operating Officer of MetroCenter Properties, Inc., the within named bargainor, a corporation, and, that he as such Chief Operating Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chief Operating Officer.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 2nd day of April, 1990.

Lois Gillis Brown
Notary Public

LOIS GILLIS BROWN NOTARY PUBLIC DAVIDSON COUNTY

My Commission expires:

5/8/91

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 Larry L. Wallace, 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 of The Board of Publication of the Methodist Church, Inc., an Illinois corporation doing business as United Methodist Publishing House, the within named bargainor, a corporation, 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 corporation by himself as Vice President.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 2nd day of April, 1990.

Stephanie Ellen Shipp
Notary Public

STEPHANIE ELLEN SHIPP NOTARY PUBLIC DAVIDSON COUNTY

My Commission expires:

11/21/92

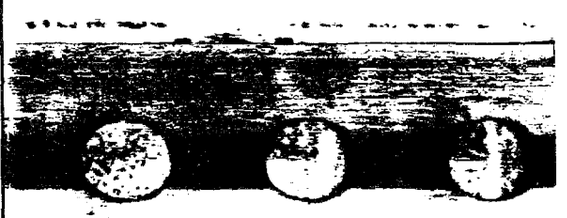
15326

IDENTIF. REFERENCE

APR 2 1 01 PM '90

RECORDED TO 70/70 ADJ.

EXHIBIT "A"
PAGE FOUR OF FOUR



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

RECEIVED OF _____

FOR _____

BOOK 8078 PAGE 229

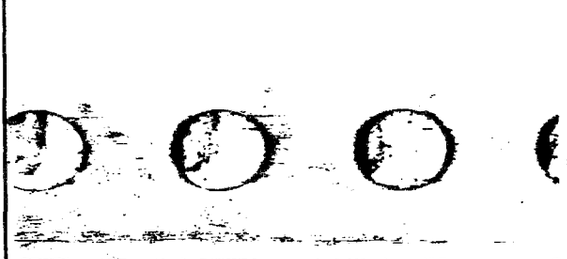
CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

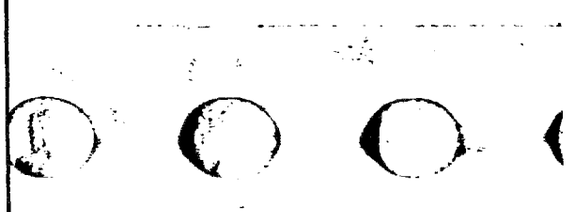
CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 980500.00
				CON TX 3235.65
				PRFEE 1.00
				WDEED 21.00
				TOTAL 3257.65
				CHECK 3257.65
04/02/90	01			13:41 0001 7049

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK







15326

IDENTIF. REFERENCE

APR 2 | 41 PM '90

DAVIDSON COUNTY T...

No. 306213