BOOK 8194 PAGE 10

49

70-14
Area 1

MST Tract Reference: _____

CORPORATE FORM

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 5th day of September, 1990 by and between Beechal Incorporated, a corporation organized and existing under and by virtue of the laws of the State of Tennessee, party of the first part, and Metro Fairway Partners L.P., a Tennessee limited partnership, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the real estate, situated and being in Nashville, County of Davidson, State of Tennessee described on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, or successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, subject to all matters set forth on Exhibit B attached hereto and made a part hereof and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by and through the party of the first part, and not otherwise.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

ATTEST:

Secretary

Beechal Incorporated

By:

Name: Barry M. Nealon
Title: Vice President

. . . . . .

56648

IDENTIFICATION

Sep 12 10 15 AM '90

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

8081 09/12 0101 03CHECK 15859.00

STATE OF NEW YORK, COUNTY OF NEW YORK

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared C. Ransom Samuelson II and Barry M. Nealon with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged themselves to be the Secretary and Vice President of Beechal Incorporated, the within named bargainor, a corporation, and that they as such Secretary and Vice President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as Each Officer.

WITNESS my hand and Official Seal at office this 5th day of September, 1990.

Michael Waters
Notary Public

MICHAEL WATERS
Notary Public, State of New York
No. 41-4969071
Qualified in Queens County
Commission Expires July 9, 1992

My Commission expires

(FOR RECORDING DATA ONLY)

. . . . . .

Property address _____

Mail tax bills to: (Person or Agency responsible for payment of taxes)

Metro Fairway Partners L.P.
c/o Kellogg Properties, Inc.
666 Fifth Avenue
New York, NY 10103

This instrument prepared by:
Kimmarie Sinatra

State tax	_____	$_____
Register's fee	_____	_____
Recording fee	_____	_____
Total	_____	_____

T.G. #
Return to: Michael Waters, Esq.
Gaston & Snow
666 Fifth Avenue
30th Floor
New York, N.Y. 10103-00009

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $4,800,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 5th day of September, 1990

Michael Waters
Notary Public

MICHAEL WATERS
Notary Public, State of New York
No. 41-4969071
Qualified in Queens County
Commission Expires July 9, 1992

NY:6985P

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received

EXHIBIT A

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, described as follows:

Tract 1, being a parcel of land in the 1st Civil District, Nashville, Davidson County, Tennessee, being Tract No. 37A on the Plan of MetroCenter, Section 5, of record in Book 5050, Page 46, said Register's Office, described as follows:

Beginning at a point in the northerly margin of Freeland's Station Road, which is 454.51 feet from its intersection with the westerly margin of Mainstream Drive (24th Avenue extended); thence in a westerly direction with Freeland's Station Road, South 44° 38' West, 308.44 feet to a concrete monument; thence with the curve to the right having a central angle of 22° 53' a radius of 570.00 feet, 227.63 feet to a concrete monument; thence South 67° 31' West, 215.86 to a concrete monument; thence with a curve to the right having a central angle of 13° 24', a radius of 720.00 feet, 168.39 feet to concrete monument; thence South 80° 55' West, 263.47 feet to a concrete monument; thence North 44° 37' West, 477.94 feet to a point on the centerline of MetroCenter Levee, thence, with said levee, North 40° 57' East, 378.87 feet to a point; thence, North 43° 29' East, 399.70 feet to a point; thence, North 51° 10' East, 313.60 feet to a point; thence North 47° 12' East, 2.94 feet to a point; thence, leaving said levee, South 44° 37' East, 842.16 feet to the point of beginning, containing 19.21 acres, more or less.

Tract 2, being a non-exclusive easement to be used in common with others for ingress and egress, said easement to be perpetual and for the use and benefit of the above described land, to-wit:

A parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, bounded on the south by Freeland's Station Road and generally south of the Cumberland River, more particularly described as follows:

Beginning at a point in the northerly margin of Freeland's Station Road, 1,638 feet, more or less, from the westerly margin of Mainstream Drive; thence, along said Road, S 80° 55' W, 24.58 feet to a point; thence,

leaving Freeland's Station Road, N 44° 37' W, 63.4 feet to a point; thence N 42° 55' W, 168.1 feet to a point; thence N 44° 37' W, 155.0 feet to a point; thence N 36° 43' E, 15.2 feet to a point; thence S 44° 37' E, 403.0 feet to the point of beginning, containing 0.15 acres, more or less.

Being the same real property conveyed to Beechal Incorporated by quitclaim deed from Shawfield, Inc., of record in Book 5537, Page 884, Register's Office for Davidson County, Tennessee.

NY: 7008P

SCHEDULE B

Encumbrances with respect to
Fairway Center, Davidson County, Tennessee
(the "Property")

1. Real estate taxes for the year 1990, which are not yet due and payable.

2. These state of facts shown on a survey of the Property made by Barge, Waggoner, Sumner & Cannon, Surveyors, dated June 20, 1990, as revised June 29, 1990 and August 7, 1990:

(a) tank and propane pump located on the northwesterly boundary;

(b) minimum building setback adjacent to Freeland's Station Road;

(c) fire hydrants at various locations surrounding the buildings; and

(d) drainage system surrounding the buildings, under the one-story office building and at the southwesterly corner of the Property.

3. These restrictions set forth on Plat recorded in Plat Book 5050, Page 46 in the Register's Office of Davidson County, Tennessee: "No lot or lots shown hereon shall again be subdivided, resubdivided, altered or changed so as is to produce less area than hereby established until otherwise approved by the Metropolitan Planning Commission and under no condition shall such lot or lots be made to produce less area than prescribed by the restrictive covenant as of record in Book ___, page ___, Register's Office for Davidson County, Tennessee, running with the title to the property".

4. These easements set forth on Plat recorded in Plat Book 5050, Page 46 in the Register's Office of Davidson County, Tennessee:

(a) 25' easement for city maintenance of levee and riverfront along the northwesterly boundary;

(b) 15' Colonial pipeline easement and 50' joint access easement along the northwesterly boundary;

(c) 50' private railroad lead tract easement along the northwesterly boundary;

(d) 15' access and drainage easement along the southwesterly boundary;

(e) 5' and 20' sanitary sewer easements adjacent to Freeland's Station Road;

(f) 10' drainage easement along the northeasterly boundary; and

(g) 50' joint access easement along the northwesterly boundary.

5. Conditions, covenants and restrictions contained in Exclusive Covenant made by Metrocenter Properties, dated November 21, 1977, recorded in Book 5225, Page 120, in the Register's Office for Davidson County, Tennessee.

6. Conditions, covenants and restrictions contained in Memorandum of Lease between Metrocenter Properties and Associated Inns & Restaurants Company of America, dated November 21, 1977, recorded in Book 5225, Page 112, in the Register's Office for Davidson County, Tennesee.

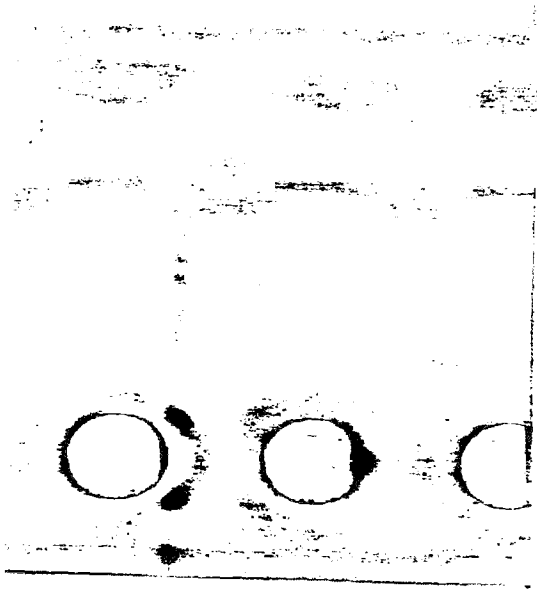
7. Terms and conditions of Maintenance Agreement between Metrocenter Properties and Legal & General Assurance (Pensions Management) Limited, dated April 5, 1979, recorded in Book 5416, Page 280, in the Register's Office for Davidson County, Tennessee.

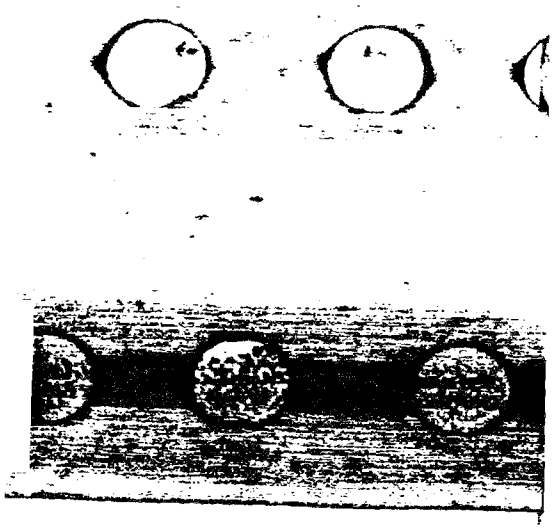
8. Easement for Underground Television Cable between Beechal Incorporated and Viacom International, Inc., dated April 30, 1980, recorded in Book 5683, Page 511, in the Register's Office for Davidson County, Tennessee.

9. Deed of Easement for Ingress and Egress from Metrocenter Properties, dated December 9, 1977, recorded in Book 5231, Page 920, in the Register's Office for Davidson County, Tennessee.

10. Terms and provisions of lease to Palco Telecom, Inc., recorded in Book 7372, Page 754, in the Register's Office for Davidson County, Tennessee, as amended by Tenant Estoppel and Agreement dated June 26, 1990, to be recorded simultaneously with this deed.

11. Terms and provisions of lease to R&R Uniforms, Inc., a memorandum of which is recorded in Book 8015, Page 283, in the Register's Office for Davidson County, Tennessee.





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8194 PAGE 16

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT
4800000.00
CON TX 15840.00
PRFEE 1.00
WDEED 18.00
~~TOTAL 15877.00~~
~~CHECK 15877.00~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 09/12/90 01 10:17 0001 8081

5.6.6.4.8.

IDENTIFICATION REFERENCE

SEP 12 10 15 AM '90

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY TN

09/12/90 01 10:18 0001 8082

VOID
WDEED 18.00--
~~TOTAL~~ ~~15859.00~~
~~CHECK~~ ~~15859.00~~

TOTAL 15,859.0

No. 354741