STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 8241 PAGE 836

The actual consideration or value, whichever is greater, for this transfer is $5000.00.

Sworn to and subscribed before me on this 19th day of November, 1990.

My commission expires: 1/11/92

This instrument prepared by
or under the direction of:

William C. Basney
Senior Counsel
Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

47037-047-999-BJS
MAM/101690 MHY

NEW OWNER: Malone & Hyde, Inc.
Post Office Box 1719
Memphis, Tennessee 38101

SEND TAX BILLS TO NEW OWNER.

9329 11/21 0101 03CHECK 38.50

Map 26, Part of Parcel 87

THIS QUITCLAIM DEED, made this 23rd day of October, 1990, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and MALONE & HYDE, INC., whose mailing address is 1991 Corporate Avenue, Memphis, Tennessee 38131, hereinafter called "Grantee", and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee as hereinafter provided, WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest in and to that certain tract or parcel of land situate, lying and being at Goodlettsville, Davidson County, Tennesse, and having a Tax Parcel Identification Number of GO 09880-7, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 19,591.92 square feet, more or less.

RESERVING unto Grantor an easement twenty (20) feet in width, ten (10) feet in each direction from centerline of Track No. 64, for the continued location, maintenance, use, repair, replacement and removal of said track on the Premises as described in Exhibit B, attached hereto and incorporated herein; TOGETHER WITH the right for means of ingress and egress to and from said Track No. 64 until removal. Said easement shall automatically revert to Grantee upon cessation of use and removal of said track by Grantor.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever.

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not: be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails, or any part thereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall maintain the existing drainage on the Premises in such a manner as to not impair adjacent railroad right-of-way drainage and to not redirect or increase the quantity or velocity of surface water runoff or any streams into said Grantor's drainage system or upon the right-of-way or other lands and facilities of Grantor. If said Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon said right-of-way or upon other adjacent lands and facilities of Grantor.

Said covenant(s) shall run with title to Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

As an adjacent landowner, Grantee is familiar with the current and past use(s) of the Premises and the physical and environmental condition thereof. Grantee accepts the Premises in "as is" condition as of the date of this conveyance. Grantee expressly assumes all obligations, liability and responsibility for physical and/or environmental condition of the Premises, prior to and including the date of conveyance, and agrees to defend, protect, indemnify and hold Grantor harmless from any and all loss, damages, suits, penalties, costs, liability, and/or expenses (including, but not limited to reasonable investigative and/or legal expenses) arising out of any claim(s), present, past or future, for loss or damage to any property, including the Premises, injuries to or death of any person(s), contamination of or adverse effects upon the environment (air, ground or water), or any violation of statutes, ordinances, orders, rules, or regulations of any governmental entity or agency, caused by or resulting from presence or existence of any hazardous material, hazardous substance, or hazardous waste in, on or under the Premises. Grantee acknowledges that the provisions of this paragraph and the condition of the Premises have been considered as part of the consideration for this conveyance.

AND THIS DEED FURTHER WITNESSETH that United States Trust Company of New York, Trustee under the former Louisville and Nashville Railroad Company's First and Refunding Mortgage dated August 1, 1921, as supplemented, has executed this deed for the sole purpose of releasing and does hereby release all estate, right, title, lien and interest of the Trustee under said Mortgage, in and to the property herein conveyed, or in and to the estate, right, title and interest herein quitclaimed, pursuant to the provisions of Section 1 of Article Ten of said Mortgage. This release is subject to any and all the same rights, reservations, exceptions, limitations and agreements herein specified on behalf of the Grantor, and is without covenant or warranty, express or implied, and without recourse against said Trustee in any event, and recitals of fact herein are to be taken only as recitals of Grantor and not of Trustee.[Recorded in Book 592, Pg. 1, Davidson County, TN]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and UNITED STATES TRUST COMPANY OF NEW YORK (as the aforesaid Trustee), pursuant to due corporate authority, have caused their names to be signed hereto by their officers hereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

Betty D. Jones

Richard K Drury

CSX TRANSPORTATION, INC.:

By Donald J. Nichols

Attest Joyce A Dolan (SEAL)
Assistant Secretary

Signed, sealed and delivered
in the presence of:

B Ewing

Cynthia S. Hill

UNITED STATES TRUST COMPANY OF NEW YORK, as Corporate Trustee as aforesaid:

By [illegible]
ASSISTANT VICE PRESIDENT

Attest Patricia Sterm[illegible]
ASST. SECRETARY

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Robert L. Whealton, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County personally came Gerald L. Nichols, to me known, and known to me to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did depose, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is Senior Vice President - Adm, of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to such authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 23rd day of October, 1990.

My commission expires on:

Robert L Whealton (SEAL)
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires. Dec. 7, 1993
Bonded thru Patterson - Becht Agency

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

Personally appeared before me, JACQUELINE EAGAN, a Notary Public of the State and County aforesaid, JAMES E. LOGAN and PATRICIA STERMER with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Assistant Vice President and Assistant Secretary, respectively, of the United States Trust Company of New York, a corporation, the within-named Trustee of the aforesaid mortgage, and that they as such Assistant Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation thereto by JAMES E. LOGAN, as its Assistant Vice President and attesting the same by PATRICIA STERMER, as its Assistant Secretary, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 24th day of OCTOBER, 1990.

My commission expires on:

Jacqueline Eagan (SEAL)
Notary Public

JACQUELINE EAGAN
NOTARY PUBLIC, State of New York
No 4952741
Qualified in New York County
Commission Expires June 26, 1991

EXHIBIT A

Description of property at: Davidson County, Tennessee
To: Malone & Hyde, Inc.
CSXT Deed File No.: 47037-047-999-BJ

A TRACT OF LAND LOCATED IN GOODLETTSVILLE, DAVIDSON COUNTY, TENNESSEE. BEING A PORTION OF PARCEL 87 ON MAP 26 OF THE TAX ASSESSOR'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. ALSO BEING PARCEL 87 ON THE REVISED PLAN OF NORTHGATE INDUSTRIAL PARK, SECTION ONE, AS OF RECORD IN PLAT BOOK 4955, PAGE 109, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

BEGINNING AT A CONCRETE MONUMENT IN THE SOUTHEASTERLY CORNER OF PARCEL 87 ON THE REVISED PLAN OF NORTHGATE INDUSTRIAL PARK, SECTION ONE, AS OF RECORD IN PLAT BOOK 4955, PAGE 109, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THENCE SOUTH 77°31'59" WEST 1086.23 FEET TO THE TRUE POINT OF BEGINNING

THENCE SOUTH 77°31'59" WEST 72.00 FEET TO AN IRON PIN
THENCE NORTH 12°28'09" WEST 272.11 FEET TO AN IRON PIN
THENCE NORTH 77°31'59" EAST 72.00 FEET TO A POINT
THENCE SOUTH 12°28'09" EAST 272.11 FEET TO THE TRUE POINT OF BEGINNING CONTAINING 19,591.92 SQUARE FEET OR 0.4498 ACRES

Being more particularly shown on print of survey prepared by Michael V. Holmes & Associates, Inc. incorporated herein by reference., and attached hereto as Exhibit "C".

BEING all or part of the same property acquired by the Louisville and Nashville Railroad Company, a predecessor of Grantor, from M. L. Roscoe, by deed dated February 14, 1912, recorded among the Public Land Records of Davidson County, Tennessee, in Book 416, Page 697.

The Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation changed to Seaboard System Railroad, Inc. effective December 29, 1982; Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc. effective July 1, 1986.

EXHIBIT B

Description of track easement at: Davidson County, Tennessee
To: Malone & Hyde, Inc.
CSXT Deed File No.: 47037-047-999-BJ

BEGINNING at the southwest corner of the PREMISES aforedescribed on Exhibit A; thence with the south of said PREMISES North 77 degrees 31 minutes 59 seconds East 25 ft., more or less, to a point 10 ft. east of the centerline of Grantor's Track No. 64; thence parallel with and distant 10 ft. east of said centerline of track in a northwesterly direction a distance of 65 ft., more or less, to the west line of said PREMISES; thence with the west line of said PREMISES South 12 degrees 26 minutes 09 seconds East 60 ft., more or less, to the POINT OF BEGINNING; Containing 750 square feet, more or less.

EXHIBIT C

BOOK 8241 PAGE 842

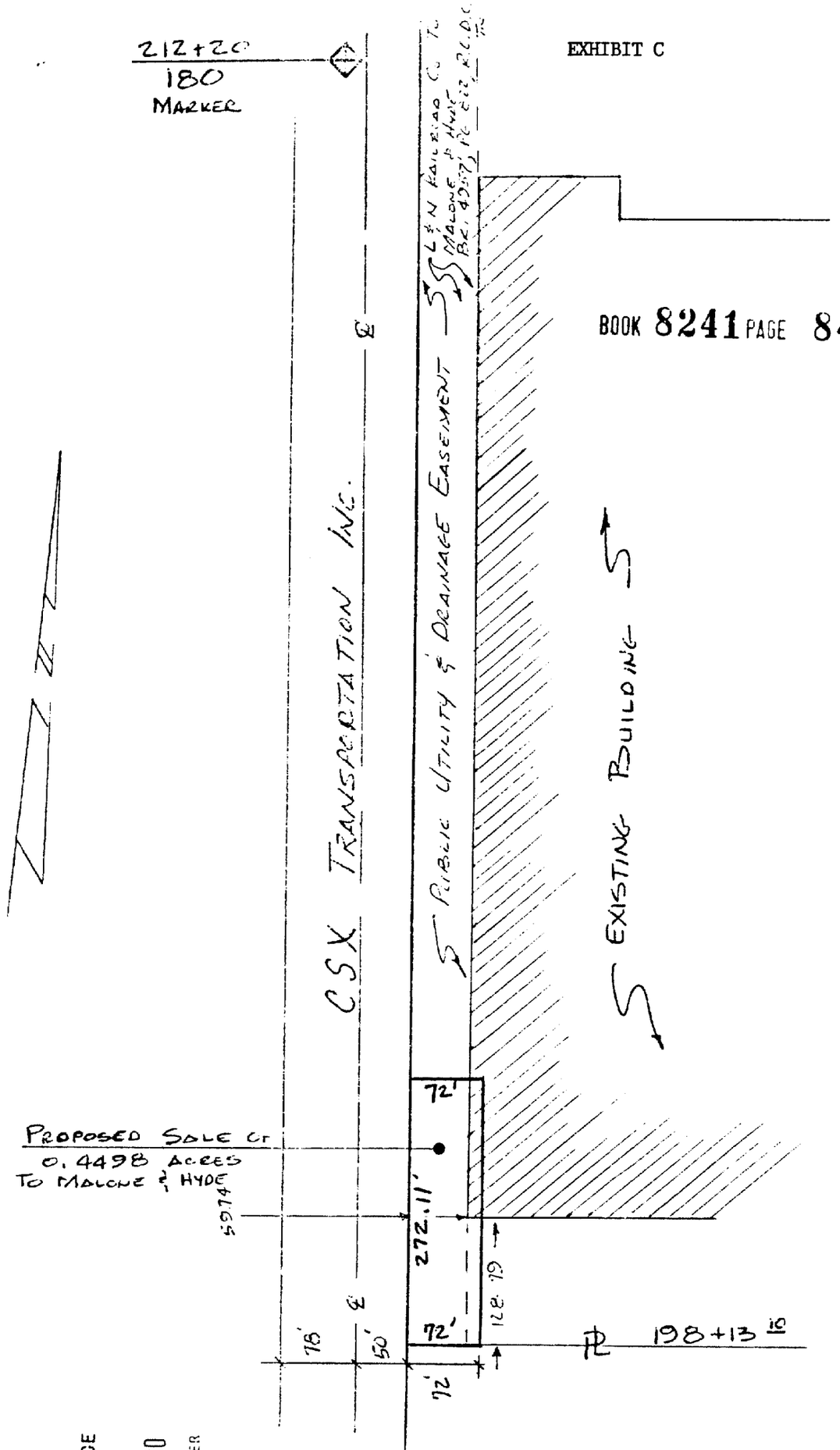


EXHIBIT
PROPOSED SALE OF
0.4498 AC.

GOODLETTSVILLE, TENNESSEE
DAVIDSON COUNTY
(N.T.S.)

74265

IDENTIF. TREFERENCE

NOV 21 11 00 AM '90

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY TN.

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

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

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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 5000.00
CON TX 16.50
PRFEE 1.00
WDEED 21.00
TOTAL 38.50
CHECK 38.50

11/21/90 01 10:58 0001 9329

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

74265

IDENTIF. REFERENCE

Nov 21 11 00 AM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 375318