THIS INSTRUMENT PREPARED BY:
ANNE H. MEYER, ESQ.
GOULSTON & STORRS, P.C.
400 ATLANTIC AVENUE
BOSTON, MA 02110-3333

Box 6
D&E
MTL

GENERAL WARRANTY DEED

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Address new Owner and send tax bills to:

Map 93-2-4, Parcel 3
Map 93-2-3, Parcel 156

Brandon Building Development Corp.
c/o The First National Bank of Boston
P.O. Box 2016
Boston, Massachusetts 02106-2016
Attention: Real Estate Division 01-32-01
Mr. Richard Muraida

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

The actual consideration or value, whichever is greater, for this transfer is $5,975,000.00.

BRANDON BUILDING DEVELOPMENT CORP.

By: _____
Its
Affiant

Subscribed and sworn to before me, this 30th day of August, 1990.

_____
Notary Public

My Commission Expires: 1-24-97

For good and valuable consideration of $5,975,000.00, the receipt and sufficiency of which is hereby acknowledged, Brandon Building Associates Limited Partnership, a Massachusetts limited partnership (the "Grantor") has bargained and sold, and by these presents does hereby transfer and convey unto Brandon Building Development Corp., a Tennessee corporation (the "Grantee"), its successors and assigns, certain tracts of land, with all improvements thereon, in

Davidson County, State of Tennessee, more particularly bounded and described in Exhibit A attached hereto by this reference and made a part hereof. Said property is transferred subject to the limitations, restrictions and encumbrances set forth in Exhibit B including the security documents more particularly described in paragraphs 1 through 4 of Exhibit B, inclusive, and all other security documents executed incident thereto (collectively, the "Security Documents").

Grantor and Grantee acknowledge that all Security Documents shall remain in full force and effect following this conveyance. Grantor and Grantee further acknowledge that the interest of the Grantee in the property conveyed hereby, will not merge with the interest of The First National Bank of Boston, or its successors or assigns, under the Security Documents.

TO HAVE AND TO HOLD, said tracts or parcels of land with the appurtenances, estate, title and interest thereto belong to Grantee, its successors and assigns forever, and Grantor does covenant with Grantee that it is lawfully seized, possessed of said land in fee simple, has a good right to convey it and the same is unencumbered except as set forth in Exhibit B; and Grantor does further covenant and bind itself, its successors, assigns, and representatives to warrant and forever defend the title to said property to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned has executed this deed, under seal, on behalf of Brandon Building Associates Limited

Partnership as of the 30th day of August, 1990.

BRANDON BUILDING ASSOCIATES
LIMITED PARTNERSHIP

By: McNeil & Associates, Inc.,
General Partner

By: Alexander H. McNeil
Its President
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Alexander H. McNeil, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be President of McNeil & Associates, Inc., the sole general partner of Brandon Building Associates Limited Partnership, the within named bargainor, and that he as such 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 President as his free act and deed and as to the free act and deed of said corporation and as the free act and deed of such partnership.

Witness my hand and seal, at office in Boston, Massachusetts, this the 30 day of August, 1990.

Jeannette Dwyer
Notary Public
My Commission expires:

JEANNETTE DWYER, Notary Public
My Commission Expires January 24, 1997

EXHIBIT A

D E S C R I P T I O N

TRACT 1:

Being a tract of land located in the First Civil District of Metropolitan Nashville and Davidson County, Tennessee, and being bounded on the North by Union Street, on the South by an alley, on the west by the Stahlman Building and on the East by Second Avenue North, and being more specifically described as follows:

Beginning at the intersection of the southeast margin of Union Street and the southwest margin of the Second Avenue North, said point being the intersection of the back side of the sidewalks; thence, following said margin of the Second Avenue North, S 26 deg. 53 min. 16 sec. E 107.43 feet to the intersection of southwest margin of Second Avenue North and the northwest margin of an alley; thence, with said alley, S 62 deg. 38 min. 44 sec. W 79.55 feet to the southeast corner of the Stahlman Building; thence, leaving alley and with said building's northeast wall, N 27 deg. 18 min. 05 sec. W 104.38 feet to the northeast corner of Stahlman Building, this also being in the southeast margin of Union Street; thence, with said margin the following three calls, N 63 deg. 33 min. 55 sec. E 9.61 feet; N 27 deg. 31 min. 00 sec. W 3.00 feet; and N 62 deg. 29 min. 00 sec. E 70.73 feet to the point of beginning, and containing 8,550.5 square feet, or 0.20 acres, more or less.

TRACT 2:

A tract of land located in the First Civil District of Metropolitan Nashville and Davidson County, Tennessee. Bounded on the north by the centerline of Brandon Street, on the east by First Avenue North, on the south by Tract 3 of this survey and on the west by Second Avenue North and being more particularly described as follows:

Beginning at a point in the east margin of Second Avenue North at its intersection with the centerline of Brandon Street (now closed by Ordinance No. 082-1107) said point being N 26 deg. 56 min. 00 sec. W 16.40 feet from a P.K. nail at building corner; thence, with centerline of said Brandon Street, N 62 deg. 53 min. 46 sec. E 210.39 feet to a point at the intersection of said street's centerline and the west margin of First Avenue North; thence, S 27 deg. 01 min. 51 sec. E, passing a P.K. nail in north face of building at 16.40 feet a total distance of 166.04 feet to a point in the west margin of First Avenue North; thence, leaving said margin and following a common wall between two buildings, S 62 deg. 59 min. 47 sec. W 210.68 feet to a point in the easterly margin of Second Avenue North; thence with

margin, N 26 deg. 56 min. 00 sec. W 165.67 feet to the point of beginning, and containing 34,917.8 square feet or 0.80 acres, more or less.

Tracts 1 and 2 being the same property conveyed to Brandon Building Associates Limited Partnership, a Massachusetts limited partnership by General Warranty Deed from Washington Manufacturing Company, of record in Book 7027, page 521, said Register's Office.

EXHIBIT B

(1) Trust Deed and Security Agreement from Brandon Building Associates Limited Partnership, a Massachusetts limited partnership to Jordan P. Krasnow, Trustee, dated August 14, 1987, of record in Book 7329, page 928, Register's Office for Davidson County, Tennessee, to secure an indebtedness in the amount of $14,500,000.00, payable to The First National Bank of Boston. NOTE: Said Trust Deed and Security Agreement was amended by Amendment to Trust Deed and Security Agreement of record in Book 7911, page 126, said Register's Office, and further amended by instrument of record in Book 7976, page 506, said Register's Office.

(2) Financing statement filed August 19, 1987, showing Brandon Building Associates Limited Partnership as Debtor, and The First National Bank of Boston as Secured Party, of record in Book 7329, page 955, and filed as No. D32201, said Register's Office, to further secure an indebtedness in the amount of $14,500,000.00.

(3) Financing statement showing Brandon Building Associates Limited Partnership as Debtor, and The First National Bank of Boston as Secured Party, No. 461369, in the Office of the Secretary of the State of Tennessee, to further secure an indebtedness in the amount of $14,500,000.00.

(4) Assignment of Rents and Leases by and between Brandon Building Associates Limited Partnership, a Massachusetts limited partnership, and The First National Bank of Boston of record in Book 7329, page 948, said Register's Office, to further secure an indebtedness in the amount of $14,500,000.00. NOTE: Said Assignment of Rents and Leases was amended by Amendment to Assignment of Rents and Leases of record in Book 7911, page 129, said Register's Office, and further amended by instrument of record in Book 7976, page 506, said Register's Office.

(5) Deed from Comer Realty Company to Kentucky State Bank, Trustee, dated October 1, 1949, filed October 18, 1949, of record in Book 1761, page 151, said Register's Office contains the following provision:

"It is understood and agreed the North Wall of said Lot No. 3 . . . belongs to the said Southern Door and Glass Company, but that the heirs of M. M. Stratton and their heirs and assigns, shall have the priviledge of joining any building or buildings which they may hereafter erect on Lot No. 4 in said plan to said North Wall of said building on Lot No. 3 aforesaid, without charge and no charges are to be made for the joining to said wall of the building now on said Lot No. 4 and the same may be rebuilt and joined to said wall if they should at any time be destroyed by fire or otherwise, without any charge whatever. It is also understood that the South wall of the building on said Lot No. 3 belongs to the said Southern Door and Glass Company, but that the owners of Lot No. 2 in said Plan shall have the same right in the South wall of said building on Lot No. 3 with reference to joining to the said South wall as referred to and reserved in the Deed of Partition and Thomas E. Stratton registered in Book 69, page 468, Register's Office for Davidson County, Tennessee." (Applies to Tract 1)

(6) Easements retained by the Metropolitan Government of Nashville and Davidson County as shown in Council Bill No. 082-1107, which closed Brandon Street. (Applies to Tract 1)

(7) Restrictive covenants pertaining to Brandon Street (now closed), as set forth in deeds of record in Book 6135, pages 587 and 591, said Register's Office. (Applies to Tract 1)

(8) Easement for light and air in favor of premises to the West and rights with reference thereto as more fully described in grant of record in Book 2543, page 410, said Register's Office. (Applies to Tract 2)

The survey of Thomas & Miller dated May 28, 1987, Project No. 87040 shows an encroachment of the building face into First Avenue North. (Applies to Tract 1)

(9) Easements for utility services and party walls for use in common with owners of attached and appurtenant improvements.

(10) Party Wall and Reciprocal Easement Agreement of record in Book 7329, page 899, said Register's Office.

(11) Reciprocal Easement Agreement (Stairwells) of record in Book 7329, page 909, said Register's Office.

(12) Reciprocal Easement Agreement (Heating and Cooling System) of record in Book 7329, page 918, said Register's Office.

8 6 4 8 4

IDENTIF. REFERENCE

Jul 16 [illegible]

[illegible]

3912 01/16 0101 03CHECK 19745.50

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
5975000.00
CON TX 19717.50
PRFEE 1.00
WDEED 27.00
TOTAL 19745.50
CHECK 19745.50
01/16/91 01 08:27 0001 5912

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

86434

IDENTIF. REFERENCE

JAN 16 [illegible] '91

DAVIDSON [illegible]

No. 389771