SPECIAL WARRANTY DEED

This Special Warranty Deed ("Deed") is made and entered into as of the 28th day of February, 1991, by and between BURTON HILLS PROPERTIES PHASE I, a Kentucky general partnership ("Grantor"), with principal offices at 301 N. Hurstborne Lane, Suite 200, Louisville, Kentucky 40222, and MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation ("Grantee"), with offices at 1295 State Street, Springfield, Massachusetts 01111.

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, convey, confirm, and, as hereinafter provided, warrant unto Grantee, its heirs, successors and assigns, the following (hereinafter sometimes referred to collectively as the "Premises"):

(a) All of that certain tract, piece or parcel of land located in Davidson County, Tennessee, more particularly described on Exhibit A attached hereto (the "Land"), being the same property conveyed to the Grantor herein by deed of record in Book 6479, Page 595, in the Register's Office of Davidson County, Tennessee;

(b) All improvements located on the Land;

(c) All easements, permits, approvals, rights, licenses, certificates, agreements, and privileges appurtenant to said Land and improvements (to the extent same may be transferred by Grantor to Grantee);

(d) All right, title, and interest of Grantor in any roadways adjoining said Land;

(e) All right, title, and interest of Grantor in the fixtures on said Land and improvements; and

(f) All Grantor's interest in all leases with respect to said Land and improvements.

TO HAVE AND TO HOLD the aforesaid Premises, together with all the appurtenances and hereditaments thereto belonging or in any wise appertaining, to the Grantee, its heirs, successors and assigns, in fee simple forever.

And Grantor covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Premises to the Grantee, its heirs, successors and assigns, against the lawful claims of all persons claiming the same by, through, or under Grantor, but not further or otherwise; provided, however, this conveyance is subject to those certain matters and conditions identified on Exhibit B attached hereto.

Grantee is the holder of the indebtedness secured by the Deed of Trust, Assignment of Leases, Security Agreement, and UCC financing statements described in Exhibit B hereto (collectively, "Security Documents"). The parties hereto acknowledge and agree that the interests of Grantee in the Premises pursuant to said Security Documents and pursuant to this Deed shall not merge. It is the express intention of the parties hereto that such interests of Grantee shall not merge, but be and remain at all times separate and distinct, notwithstanding any union of said interests in Grantee at any time,

and that the lien of said Security Documents on the Premises shall be and remain at all times a valid and continuous lien on the Premises until released of record by the holder of the indebtedness secured by said Security Documents.

Grantor declares that this conveyance is absolute and is freely and fairly made, Grantor hereby conveying to Grantee the Premises for a consideration equal to the fair value of said Premises.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representative(s) have executed this Deed as of the day and year first above written.

BURTON HILLS PROPERTIES PHASE I,
a Kentucky general partnership

By: CARROLL AND EAKIN DEVELOPERS,
a Tennessee general partnership,
Partner

By: _____
Jerry L. Carroll, Partner

By: _____
John W. Eakin, Partner

By: STM BURTON DEVELOPERS,
a Kentucky general partnership,
Partner

By: Sturgeon Master Limited Partnership, a Kentucky limited partnership, Partner

By: _____
A. Thomas Sturgeon, Jr.
General Partner

By: _____
Robert H. Marrett, Partner

By: _____
James H. Thornton, Partner

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation

JRW

By: _____

Its: Second Vice President

STATE OF Ky
COUNTY OF Boone

Personally appeared before me, Shelly Brown, a Notary Public in and for said State and County, JERRY L. CARROLL, with whom I am personally acquainted, and who upon oath acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a general

partner of Carroll and Eakin Developers, a Tennessee general partnership, a general partner of maker, Burton Hills Properties Phase I, a Kentucky general partnership, and is authorized by said general partner, the general partner being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 4th day of March, 1991.

NOTARY PUBLIC

My Commission Expires:

9-24-92

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Sandra J. Abernathy a Notary Public in and for said State and County, JOHN W. EAKIN, with whom I am personally acquainted, and who upon oath acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a general partner of Carroll and Eakin Developers, a Tennessee general partnership, a general partner of maker, Burton Hills Properties Phase I, a Kentucky general partnership, and is authorized by said general partner, the general partner being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 25th day of February, 1991.

Sandra J Abernathy
NOTARY PUBLIC

My Commission Expires:

May 8, 1991

STATE OF [illegible]
COUNTY OF [illegible]

Personally appeared before me, [illegible], a Notary Public in and for said State and County, A. THOMAS STURGEON, JR., with whom I am personally acquainted, and who upon oath acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the general partner of Sturgeon Master Limited Partnership, a Kentucky limited partnership, a general partner of STM Burton Developers, a Kentucky general partnership ("STM"), a general partner of maker, Burton Hills Properties Phase I, a Kentucky general partnership, and is authorized by said limited partnership, said limited partnership being authorized by STM, and STM being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this [illegible] day of [illegible], 1991.

NOTARY PUBLIC

My Commission Expires:

[illegible]

STATE OF [illegible]
COUNTY OF [illegible]

Personally appeared before me, [illegible], a Notary Public in and for said State and County, ROBERT H. MARRETT, with whom I am personally acquainted, and who upon oath acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a general partner of STM Burton Developers, a Kentucky general partnership, a general partner of maker, Burton Hills Properties Phase I, a Kentucky general partnership, and is authorized by said general partner, the general partner being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this [illegible] day of [illegible] 1991.

[illegible]
NOTARY PUBLIC

My Commission Expires:

[illegible]

STATE OF [illegible]
COUNTY OF [illegible]

Personally appeared before me, [illegible], a Notary Public in and for said State and County, JAMES H. THORNTON, with whom I am personally acquainted, and who upon oath acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a general partner of STM Burton Developers, a Kentucky general partnership, a general partner of maker, Burton Hills Properties Phase I, a Kentucky general partnership, and is authorized by said general partner, the general partner being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this [illegible] day of [illegible] 1991.

[illegible]
NOTARY PUBLIC

My Commission Expires:

[illegible]

STATE OF MASSACHUSETTS
COUNTY OF Hampden

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Bruce A. Tilley, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Second Vice President of Massachusetts Mutual Life Insurance Company, the within named bargainor, a Massachusetts corporation, and that he as such Second Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Second Vice President.

WITNESS my hand and Official Seal at office, this 5th day of March, 1991.

Elizabeth Woodcock
NOTARY PUBLIC

My Commission Expires:

January 2, 1998

I 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 $12,168,545.22 which is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

JRW

Affiant

Subscribed and sworn before me this 5th day of March, 1991.

NOTARY PUBLIC

My Commission Expires:

January 2, 1992

Property Address:

One Burton Hills Boulevard
Nashville, Tennessee

Name and Address of Person or Entity Responsible for payment of Real Property Taxes:

Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, Massachusetts 01111
Attention: Timothy Deane

This instrument prepared by:

Armstrong Allen Prewitt
Gentry Johnston & Holmes
1900 One Commerce Square
Memphis, Tennessee 38103

Return to:

William W. Eastman, III
Dearborn & Ewing
[illegible] Suite 1200
Nashville, TN 37239

Tax parcel I.D. Number:

07DA 91506; Map 131-6A

WRS/91/MassMut/BHPPI/eb/ersb/11-19/rg

EXHIBIT A

The following described real property in Davidson County, Tennessee:

Land lying in the Thirty-Third (33rd) Councilmanic District of Nashville, Davidson County, Tennessee, and being Parcel 1, Tract 1, as shown on the plan of the Resubdivision of Tracts 1, 2 and 11 of Burton Hills, as of record in Book 6250, Page 978, Register's Office, Davidson County, Tennessee ("R.O.D.C."), and being more particularly described as follows:

Beginning at an iron rod on the easterly right-of-way of Hillsboro Pike, said iron rod being South 66°32'05" East 6.49 feet from a concrete monument, said monument being at the northwesterly corner of the property conveyed to Burton Hills, of record in Book 6326, Page 580, R.O.D.C., Tennessee, and the southwesterly corner of Overton Hills, of record in Book 843, Page 66, R.O.D.C., Tennessee; thence with the newly dedicated right-of-way of Hillsboro Pike, said dedicated right-of-way being 52.00 feet from the centerline of said road, South 51°09'12" West 204.85 feet to an iron rod; thence South 45°37'20" West 51.80 feet to an iron rod, said iron rod being the true point of beginning; thence leaving said right-of-way South 44°22'40" East 33.00 feet to an iron rod; thence South 89°17'20" East 61.24 feet to an iron rod; thence North 48°58'59" East 33.00 feet to an iron rod in the southerly right-of-way of Burton Hills Boulevard, said dedicated right-of-way being 92.00 feet; thence with said right-of-way and with a curve to the left, said curve having a radius of 281.53 feet, an arc length of 205.47 feet, a chord of South 61°55'30" East 200.94 feet to an iron rod; thence South 82°50'00" East 149.60 feet to an iron rod; thence with a curve to the right, said curve having a radius of 616.90 feet, an arc length of 599.36 feet, a chord of South 55°00'00" East 576.06 feet to an iron rod; thence with a curve to the right, said curve having a radius of 330.57 feet, an arc length of 392.33 feet, a chord of South 06°50'00" West 369.71 feet to an iron rod; thence South 40°50'00" West 48.00 feet to an iron rod; thence with a curve to the left, said curve having a radius of 601.31 feet, an arc length of 129.27 feet, a chord of South 34°40'29" West 129.02 feet to an iron rod; thence leaving said right-of-way North 45°00'00" West 254.01 feet to an iron rod; thence North 45°00'00" East 100.00 feet to an iron rod; thence North 45°00'00" West 475.00 feet to an iron rod; thence South 45°00'00" West 100.00 feet to an iron rod; thence North 45°00'00" West 484.41 feet to an iron rod in the easterly right-of-way of Hillsboro Pike; thence with said right-of-way North 45°37'20" East 139.87 feet to the point of beginning, containing 9.17 acres or 399,445.2 square feet, more or less.

Being part of the same property conveyed to Burton Hills Properties Phase I of record in Book 6479, Page 595, R.O.D.C., and as shown on the plat of the Resubdivision of Tracts 1, 2 and 11 of Burton Hills, as recorded in Plat Book 6250, Page 978, R.O.D.C.

Surveyor who prepared survey
from which legal description
was prepared:

Gresham, Smith & Partners
Jimmy W. Springer, Registerd
Land Surveyor
Tennessee License No. 825
3310 West End Avenue
Nashville, Tennessee 37203

WRS/91/MASSMUT/BHPPI/el-lesb/121/cap

EXHIBIT B

1. 1991 Metropolitan Government taxes not yet due and payable. (Field Book No. 07DA 91506; Map 131-6A, Parcel 1.) Taxes assessed pursuant to the provisions of TCA § 67-5-603 et seq. for any improvements completed after January 1, 1991.

2. Deed of Trust from Burton Hills Properties Phase I, a Kentucky general partnership to W. Rowlett Scott, Trustee, dated November 25, 1986, of record in Book 7050, Page 689, Register's Office, Davidson County, Tennessee, and re-recorded in Book 7052, Page 416, said Register's Office, to secure an indebtedness evidenced by a promissory note of even date in the original principal amount of $12,000,000.00, payable to Massachusetts Mutual Life Insurance Company, as amended by Amendment recorded in Book 7710, Page 235, said Register's Office.

3. Assignment of Leases executed by Burton Hills Properties Phase I, a Kentucky general partnership as Assignor, to Massachusetts Mutual Life Insurance Company, as Assignee, of record in Book 7050, Page 714, said Register's Office, and re-recorded in Book 7052, Page 440, said Register's Office, as amended by said Amendment.

4. Financing statements, showing Burton Hills Properties Phase I, a Kentucky general partnership, as Debtor and Massachusetts Mutual Life Insurance Company as Secured Party, filed as filing No. D2 1917 in the personal property records of said Register's Office, recorded in Book 7050, Page 728, in the real estate records of said Register's Office, and as filing No. 385967 in the Office of the Secretary of State of Tennessee.

5. Declaration of Restrictions of record in Book 6326, Page 588, said Register's Office.

6. Declaration of Covenants, Conditions, and Restrictions for Burton Hills Office Park, dated December 14, 1984, of record in Book 6470, Page 366, said Register's Office.

7. Pedestrian open space easements set forth in said Declaration recorded in Book 6470, Page 366, said Register's Office, and more particularly described in Book 6470, Pages 381 and 382, said Register's Office, as shown on survey of Gresham, Smith and Partners, Jimmy W. Springer, Registered Land Surveyor, dated November 27, 1990.

8. Matters shown on the Plan of Resubdivision of Tracts 1, 2 and 11 of Burton Hills of record in Book 6250, Page 978, said Register's Office, as follows: an owner's certificate; a 60 foot minimum building setback line from Hillsboro Pike, Tract 3-CA and Burton Hills Boulevard and a 15 foot minimum building setback line from all southerly lines of said lot (said building setback lines being as shown in said survey); and notes on the plat which state that: "The requirements of Ordinance #084-142 will apply to the recording of this plat; Tract 1 and Tract 2 constitute Zone Lot I, the Commercial Planned Unit Development. The remainder of the property shown hereon constitutes Zone Lot II, the Residential Planned Unit Development; Tracts 3, 4, 5, 6, 7, 8, 9, 10 and 12 are shown for information only and are shown on plat recorded in Book 6250, Page 649, R.O.D.C., TN." (Applies to Parcel 1, Tract 1 as shown on said plat.)

9. Rights of tenants, as tenants only, to occupy under unrecorded leases described on Exhibit C hereto.

10. Sanitary sewers and/or storm drainage easement contained in instrument of record in Book 7519, Page 978, said Register's Office, located as shown on said survey.

EXHIBIT C

Suite	Tenant	Sq. Ft.	Lease Term	Renewal Options
100	Massachusetts Mutual Life Insurance Company	6,000	11-01-85 10-31-91	None
120	Parthenon Properties, Inc.	969	03-01-89 02-28-92	None
130	Walt, Dyer & Janes	2,804	01-01-86 12-31-91	None
140	Aluminum Company Of America	1,378	11-01-86 10-31-91	None
150	Wright Travel Agency	6,125	02-01-86 01-31-92	None
155	Burpas, Hall, Myatt, Thomason & Emery, P.C. Company	5,841	09-01-90 08-31-95	1-5 Year With 180 Day Notice
170	Coal, Inc.	1,772	02-01-86 05-31-95	None
180	Leader Federal Mortgage, Inc.	3,899	02-15-86 02-15-91	None
195	On-line Computing, Inc.	3,693	05-01-86 04-30-91	None
200	Claudia W. Dickerson, P.C a Tennessee corporation	1,167	06-01-90 05-31-92	None
210	Dollar General Corporation	10,556	09-01-86 08-31-91	1-3 Year With 180 Day Notice
215	Kestner, Hardeman & Jordan	4,360	10-01-89 09-30-94	1-5 Year With 120 Day Notice
255	Merle C. Born, CPP & Associates	1,100	06-01-90 05-31-91	With 60 day notice

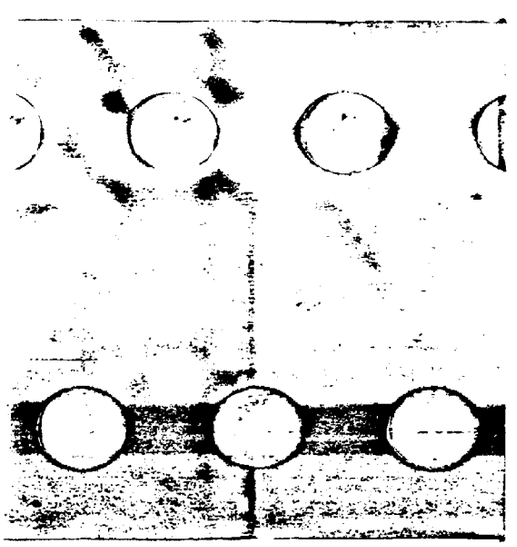
Suite	Tenant	Sq. Ft.	Lease Term	Renewal Options
265	Christopher and Long	1,217	09-01-90 08-31-93	None
275	Bryan, Pendleton, Swats & McAllister	14,432	11-01-86 10-31-91	1-5 Year With 6 Month Notice
300	American Healthcorp, Inc.	19,686	12-01-85 12-31-94	None
370	Metropolitan Life Insurance Company	3,348	11-15-86 11-14-91	1-5 Year With 120 Day Notice
	Vacant Space	26,351		
		116,727		

97377

IDENTIF. REFERENCE

1499 03/06 0101 03CHECK 40187.05





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8304 PAGE 976

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
		CONV. AMT. 12,168,545.22		MOR TX 40156.05 ERR CO MOR TX 40156.05- CON TX 40156.05 PRFEE 1.00 WDEED 30.00 TOTAL 40187.05 CHECK 40187.05

03/06/91 01 14:08 0001 1499

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

97377.

IDENTIF. TREFERENCE

MAR 6 2 05 PM '91

FELIX Z. WILSON, II
DAVIDSON COUNTY TN.

No. 402320