Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Cain-Sloan, Inc. 1600 Cantrell Road Little Rock, Arkansas 72201	Lot No. 2 Plan of Record in Book 5050, Page 25 R.O.D.C.	Cain-Sloan, Inc. P.O. Box 486 Little Rock, Arkansas 72203-0486

This instrument prepared by: Boult, Cummings, Conners & Berry (JIVB)
222 Third Avenue, North, P.O. Box 198062, Nashville, TN 37219

QUITCLAIM DEED

WHEREAS,

1. Grantor, Alstores Realty Corporation, was formerly a Delaware corporation, and as such was the owner of various tracts of real property including the property described in Exhibit A hereto (the "Property").

2. Grantee, Cain-Sloan, Inc., formerly CAC XX, Inc., also a Delaware corporation, was one of the stockholders of the Grantor.

3. Pursuant to the unanimous written consent of all of its stockholders, Grantor was dissolved on December 31, 1986, pursuant to a Plan of Complete Liquidation and Dissolution duly adopted on the same date.

4. In furtherance of the dissolution of the corporation, the Grantor and the Grantee entered into a certain Assignment and Assumption Agreement, dated as of December 31, 1986 (the "Assignment"), by which Grantor assigned certain assets, including the Property, to the Grantee as a liquidating distribution. A true copy of the Assignment is attached hereto as Exhibit B.

5. By inadvertence a formal deed to the Property was not executed by the Grantor at the time of its dissolution.

6. By order of the Chancery Court of New Castle County, Delaware, duly entered on March 27, 1991, in the matter of Alstores Realty Corporation, C.A. No. 12011, a certified copy of which is of record in Book 8347, page 899, Register's Office for Davidson County, Tennessee, Ronald Tysoe was appointed Trustee of the Grantor with specific authority to execute a deed conveying the Property to the Grantee.

STATE OF ARKANSAS
COUNTY OF PULASKI

The actual consideration for this transfer is $ -0- .

Affiant

Subscribed and sworn to before me this 29TH day of April, 1991.

Notary Public
My Commission Expires: 2-4-92

12887 IDENTIF. TREFERENCE MAY 8 11 43 AM '91 FELIX Z. [illegible] DAVIDSON COUNTY TN.

NOW, THEREFORE, in consideration of the premises and in order to complete the dissolution of the Grantor and the distribution of its assets to its shareholders, the Grantor, acting by and through its duly appointed Trustee, Ronald Tysoe, does hereby sell, assign, transfer and forever quitclaim the Property unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this quitclaim deed to be executed on this 8th day of April, 1991.

Ronald Tysoe, Trustee for
Alstores Realty Corporation

STATE OF OHIO

COUNTY OF HAMILTON

Personally appeared before me, [illegible], Notary Public, Ronald Tysoe, Trustee for Alstores Realty Corporation, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of April, 1991.

Notary Public

My Commission Expires: [illegible]

NOTARIAL SEAL · HAMILTON COUNTY, OHIO · CAROL [illegible] · Notary Public, State of Ohio · My Commission Expires [illegible]

WP/JIVBALSQD

EXHIBIT A

ALL that tract or parcel of land lying and being in the 5th Civil District, Nashville, Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point on the northerly line of the right-of-way of Cane Ridge Road (as dedicated for relocation) a distance of 575.66 feet as measured northwesterly and westerly along the northerly line of said right-of-way of Cane Ridge Road (as dedicated for relocation) from the intersection formed by the northerly line of said right-of-way of Cane Ridge Road (as dedicated for relocation) and the northwesterly line of the right-of-way of Bell Road if said lines of said rights-of-way were extended to form an angle instead of a curve; running thence north 60°40' east a distance of 35.36 feet to a point; running thence north 15°40' east a distance of 95.69 feet to a point; running thence north 29°20' west a distance of 35.36 feet to a point; running thence westerly and northwesterly along a curve to the right having a radius of 1,100 feet and a central angle of 06°33'12" a distance of 125.82 feet to a point; running thence north 14°38' east a distance of 663.15 feet to a point; running thence south 75°22' east a distance of 104 feet to a point; running thence north 14°38' east a distance of 48 feet to a point; running thence south 75°22' east a distance of 314 feet to a point; running thence south 14°38' west a distance of 97.2 feet to a point; running thence south 75°22' east a distance of 50 feet to a point; running thence south 30°22' east a distance of 60 feet to a point; running thence south 75°22' east a distance of 40 feet to a point; running thence south 14°38' west a distance of 265 feet to a point; running thence south 75°22' east a distance of 30 feet to a point; running thence south 14°38' west a distance of 319.57 feet to a point; running thence westerly and northwesterly along a curve to the right having a radius of 600 feet and a central angle of 07°14'12" a distance of 75.78 feet to a point; running thence north 74°20' west a distance of 259.59 feet to a point; running thence south 60°40' west a distance of 35.36 feet to a point; running thence south 15°40' west a distance of 90.77 feet to a point; running thence south 29°40' east a distance of 35.36 feet to a point on the northerly line of said right-of-way of Cane Ridge Road (as dedicated for relocation); running thence north 76°40'25" west along the northerly line of said right-of-way of Cane Ridge Road (as dedicated for relocation) a distance of 120.11 feet to the Point of Beginning. being shown as the Allied Site, containing 9.14 acres, more or less, on the plat of survey to which reference is made for all purposes, entitled "Survey of the Entire Premises" prepared by Barge, Waggoner, Sumner & Cannon, dated November 9, 1976.

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

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of December 31, 1986 (this "Agreement"), between Alstores Realty Corporation, a Delaware corporation, as assignor ("Assignor"), and the corporation named in Schedule A, as assignee ("Assignee").

'CAC XX'

In consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Assets. As of the date hereof, Assignor hereby transfers, sets over, assigns, releases, delivers and confirms unto Assignee, its successors and assigns forever, and Assignee hereby acquires and accepts, all right, title and interest of Assignor in and to all properties, rights and assets identified in Schedule B (collectively, the "Assets").

2. Assumption of Liabilities. Assignee hereby assumes and agrees to pay, perform and discharge the claims, obligations and liabilities described in Schedule C (collectively the "Liabilities"), all as the same shall exist as of the date hereof.

3. Further Assurances. From and after the date hereof, upon request of Assignee, Assignor shall do, execute, acknowledge and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances, powers of attorney and other instruments and papers as may be required

to assign, transfer, convey and deliver to and vest in Assignee and protect its right, title and interest in and to and its employment of the Assets and as may otherwise be appropriate to carry out the transactions contemplated by this Agreement.

4. Power of Attorney from Assignor to Assignee. Assignor hereby constitutes and appoints Assignee, and its successors or assigns, the true and lawful attorney-in-fact of Assignor with full power of substitution, in the name of Assignor or in the name of Assignee but on behalf of and for the benefit of and at the expense of Assignee to collect for the account of Assignee all receivables and other items transferred or assigned to Assignee pursuant to this Agreement, and to endorse with the name of Assignor or otherwise any checks received on account of any such receivables or other items; to institute and prosecute, in the name of Assignor or otherwise, all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Assets; to defend and compromise any and all actions, claims or proceedings in respect of any of the Liabilities; and to do all such acts and things in relation thereto as Assignee shall deem advisable. Assignor agrees that the foregoing powers are coupled with an interest and shall be irrevocable by Assignor.

5. Limitation of Liability. Assignor does not and shall not be deemed to have made any representations or warranties with respect to the Assets or the Liabilities. From and after the date hereof, Assignor shall not have any obligation or liability with respect to, or arising out of, the Assets or Liabilities, and Assignee hereby releases Assignee from any such obligation or liability.

6. Indemnification. Assignee hereby indemnifies Assignor and its directors, officers and employees and its stockholders other than Assignee against, and saves them harmless from, any and all Liabilities, and any and all suits, proceedings, demands, judgments, damages, expenses and costs which such parties may incur by reason of the failure of Assignee to pay, discharge or perform any Liability to the extent that Assignee has agreed to so pay, discharge or perform such Liability pursuant to this Agreement.

7. Rights of the Parties. Except as provided in Section 6 with respect to directors, officers, employees and other stockholders of Assignor, nothing herein contained, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm, corporation or other entity, other than the parties hereto and their respective successors and assigns, any remedy or claim under or by reason hereof, and all the terms, covenants and

conditions, promises and agreements herein contained shall be for the sole and exclusive benefit of and shall bind Assignor and Assignee and their respective successors and assigns.

8. Miscellaneous. (a) This instrument contains the entire agreement between the parties hereto with respect to the assignment of the Assets, the assumption of Liabilities and the other transactions contemplated herein.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which shall together constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ALSTORES REALTY CORPORATION

by _____

Title: Vice President

CAC XX, INC.

by _____

Title: Vice President

SCHEDULE A

BOOK 8347 PAGE 924

NAME OF ASSIGNEE

CAC XX, INC., a Delaware corporation.

SCHEDULE B-Alstores/XX

ASSETS BEING ASSIGNED TO ASSIGNEE

All right, title and interest of Assignor in and to all properties, rights and assets of every kind and nature whatsoever which are used or held for use by or in connection with the business and operations of The Cain-Sloan Company, including without limitation:

(i) all real property, improvements on real property, real property leases or subleases, leasehold improvements, and fixtures;

(ii) all inventory, equipment, furniture, and other tangible personal property;

(iii) all cash, bank accounts, receivables from customers and other current receivables;

(iv) all insurance policies; and

(v) all books and records.

SCHEDULE C-Alstores/XX

LIABILITIES BEING ASSUMED BY ASSIGNEE

All debts, obligations, contracts and liabilities of every kind, character or description whether accrued, absolute, known or unknown, contingent or otherwise of Assignor which are attributable to or arise in connection with the business, operations and ownership of the Assets.

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