263132
Box 35

#70688 05/20/91

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (JST)
2700 First American Center
Nashville, Tennessee 37238

GENERAL WARRANTY DEED BOOK 8368 PAGE 608

Address New Owner(s)	Send Tax Bills To	Map-Parcel Number(s)
Hamilton Test Systems, Inc. 1619-A Elm Hill Pike Nashville, TN 37210	SAME	Map 105-14, Parcels 268,269 & 270 Map 118-2 Parcels 257 & 258

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Roger P. Hogan (being one and the same person as "Roger Hogan", and herein referred to as "Grantor") has bargained and sold, and hereby transfers and conveys unto Hamilton Test Systems, Inc., a Delaware corporation ("Grantee"), and its successors and assigns, a certain tract or parcel of real property in Davidson County, Tennessee depicted on attached Exhibit A and described as follows:

BEGINNING at an iron pin in the southerly right of way of Craighead Avenue, said pin being 181.97 feet, more or less, in a westerly direction from the westerly right of way of Interstate 65;

THENCE, with said right of way of Craighead Avenue along a curve to the right with a central angle of 01 degrees 40 minutes 20 seconds and a radius of 1,392.69 feet, a distance of 40.65 feet to an iron pin;

THENCE, South 79 degrees 59 minutes 30 seconds East, 141.32 feet to an iron pin, said pin being at the point of intersection of the southerly right of way of Craighead Avenue and the westerly right of way of Interstate 65;

THENCE, with said right of way of Interstate 65, South 05 degrees 53 minutes 00 seconds West, 475.38 feet to an iron pin;

THENCE, leaving said right of way of Interstate 65, North 14 degrees 31 minutes 35 seconds West, 520.55 feet to the point of beginning, containing 0.9916 acres (43,194 square feet), more or less.

BEING THE SAME PROPERTY conveyed to Grantor by deed from Bruce Hogan, of record in Book 8140, page 244, Register's Office for Davidson County, Tennessee, and including a part of the alley abandoned by the City of Berry Hill in Ordinance No. 69-132.

TO HAVE AND TO HOLD said real property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantee, its successors and assigns, forever.

This is unimproved property.

This property is conveyed subject to the following matters:

(1) real property taxes for 1991, a lien, but not yet due and payable. 1991 real property taxes have been prorated and assumed by Grantee.

(2) lack of direct access to Interstate 65, same having been granted to the State of Tennessee by deeds of record in Book 4309, pages 538 and 795, Book 4376, page 303 and Book 4377, page 955, Register's Office for Davidson County, Tennessee.

(3) the Sign Easement retained by Grantor as more particularly set forth below.

Grantor covenants that, subject to the matters set forth above, Grantor is lawfully seized and possessed of said real property in fee simple, has good right to convey it, and that same is unencumbered. Grantor further covenants and binds himself and his heirs and representatives to warrant and forever defend the title to said real property to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever except claims arising out of the matters set forth above.

Notwithstanding the provisions of the immediately preceding paragraph, Grantor makes no covenants or warranties with respect to that portion of the hereinabove described real property formerly included in the alley abandoned by Ordinance No. 69-132 of the City of Berry Hill, Tennessee; said portion being a strip of land approximately seven and one-half feet in width lying adjacent to the westerly boundary of the property.

Julia M. Hogan, wife of Roger P. Hogan, joins in the execution and delivery of this deed for the purpose of acknowledging and consenting hereto and for the purpose of transferring and conveying to Grantee any and all right, title and interest that she may have with respect to the hereinabove described real property.

As a part of the consideration for this conveyance, Grantor hereby retains a perpetual easement (the "Sign Easement") for the existence, operation, use, maintenance and repair of the outdoor advertising sign or billboard currently situated on the hereinabove described real property at the location depicted on attached Exhibit A (the "Sign"), subject to and upon the following terms and conditions:

(i) Grantor shall maintain the Sign and the Sign Easement in good condition and repair, and shall not allow any unsafe or unsightly condition to exist. Should Grantee detect any unsafe or unsightly condition, Grantee shall give Grantor written notice of the condition and Grantor shall have ten (10) days from the effective date of the written notice within which to correct the condition. If Grantor fails or refuses to correct the condition in that time, Grantee shall have the right to correct same and to be reimbursed by Grantor for any costs and expenses incurred by Grantee in connection therewith. Grantor's maintenance and repair of the Sign and the Sign Easement, and any other activities of Grantor on the Sign Easement with respect to its use of the Sign and the Sign Easement, shall be conducted at such times as Grantee is not open for business and in such manner as shall not interfere with Grantee's use and enjoyment of the property.

(ii) Grantor shall be required to maintain broad-form general public liability insurance, naming Grantee as an additional insured, with respect to the existence, operation, use, maintenance and repair of the Sign. Such insurance shall be in an amount of not less than $1,000,000.00 (single limit) and shall be issued by such company or companies as shall be reasonably satisfactory to Grantee. Not less than thirty (30) days prior to the expiration of any such policy, Grantee shall be provided with a certificate of insurance listing Grantee as certificate holder, describing the coverages in effect and providing for at least thirty (30) days' notice to Grantee of the cancellation of or any material changes in such policy or policies.

(iii) Grantor acknowledges that Grantee's intended use of the hereinabove described property involves use of the property by the general public and is subject to receipt by Grantee of various approvals by the Metropolitan Government of Nashville and Davidson County, Tennessee and other governmental entities. In the event that the removal of the Sign is required at any time by any governmental entity or is required in connection with Grantee's use of the property, Grantee shall have the right to terminate the Sign Easement upon thirty (30) days' notice to Grantor; provided, however, that Grantor shall be allowed, at Grantor's expense, to move and relocate the Sign to the rear of the property (Parcel 257 or 258 on Metropolitan Tax Identification Map 118-02) if such a move (a) will not interfere with Grantee's business or operations and (b) will be acceptable to any governmental entity that required the removal of the Sign.

(iv) If Grantor defaults in the performance or observance of any of the covenants or conditions hereof applicable to Grantor with respect to the Sign and the Sign Easement, and such default is not corrected within thirty (30) days of notice to Grantor of such default (or such reasonably longer period, not to exceed an additional thirty (30) days, as reasonably may be required to correct such default, so long as Grantor commences its corrective effort promptly within the initial thirty (30) day period and diligently prosecutes same to completion), Grantee thereafter may terminate the Sign Easement and all right, title and interest of Grantor therein and thereto.

(v) The provisions of this deed relating to the Sign and the Sign Easement shall inure to the benefit of and be binding upon the respective heirs, successors, successors-in-title and assigns of Grantor and Grantee, as the case may be; provided, however, that notwithstanding the foregoing, Grantor may not sell, assign, transfer, convey or encumber the Sign or the Sign Easement or any interest therein without the prior express written consent of Grantee, which shall not withhold its consent unreasonably.

(vi) Any and all notices, elections or demands permitted or required to be made under this instrument shall be in writing and shall be delivered personally or sent by certified mail or nationally recognized express courier service to the other party at the address set forth below, or at such other address as may be supplied by notice hereunder. The date of personal delivery or the date of mailing or delivery to such courier service, as the case may be, shall be the date of such notice, election or demand, and rejection or inability to deliver because of a changed address of which no notice has been given shall not affect the validity of any notice, election or demand sent in accordance with the provisions hereof. For the purposes of this instrument:

The address of Grantor is:
Roger P. Hogan
2901 Hammitt Hill Road
Bowling Green, KY 42101

The address of Grantee is:
Hamilton Test Systems, Inc.
1619-A Elm Hill Pike
Nashville, TN 37210

with a copy to:

Hamilton Test Systems, Inc.
2002 North Forbes Boulevard
Tucson, AZ 85745

IN WITNESS WHEREOF, the undersigned have executed this instrument or have caused same to be executed this 6 day of June 1991.

ROGER P. HOGAN

JULIA M. HOGAN

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration for this transfer or value of property conveyed (whichever is greater) is $150,000.00.

Affiant

Sworn to and subscribed before me this 6 day of June, 1991.

Notary Public

My Commission Expires:
1-17-1994

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before the undersigned, a Notary Public in and for the State and County aforesaid, Roger P. Hogan, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 6 day of June, 1991.

Notary Public

My Commission Expires:
1-17-1994

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

BOOK 8368 PAGE 612

Personally appeared before the undersigned, a Notary Public in and for the State and County aforesaid, Julia M. Hogan, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 6th day of June, 1991.

Notary Public

My Commission Expires:

3/27/93

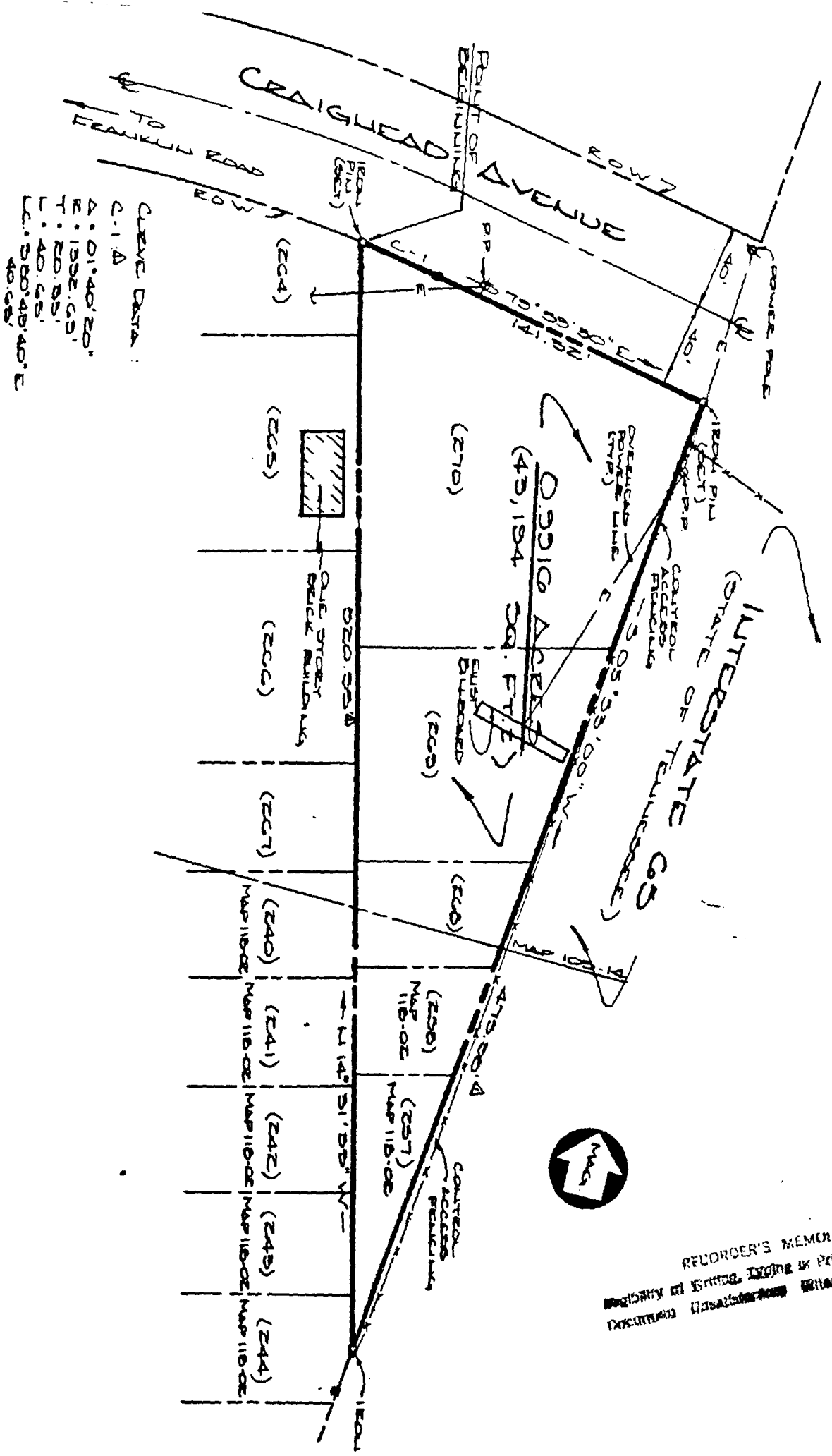
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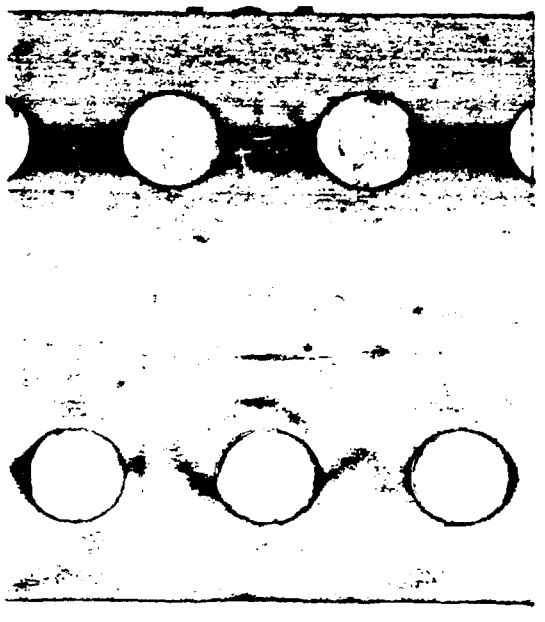
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EXHIBIT A



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



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8368 PAGE 614

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



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

CAMT	
	150000.00
CON TX	495.00
PRFEE	1.00
WDEED	18.00
TOTAL	514.00
CHECK	514.00

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No. 428523