BOOK 8529 PAGE 121

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

SPECIAL WARRANTY DEED

Address New Owner	Send Tax Bills To:	Map-Parcel Number(s):
BELLSOUTH TELECOMMUNICATIONS, INC. 356 Green Hills Office Building Nashville, TN 37215 Attn: General Counsel-Tennessee	BELLSOUTH TELECOMMUNICATIONS, INC. c/o BellSouth Tax 15H08 1155 Peachtree Street, NE Atlanta, GA 30367-6000	Map Nos. 93-6-1 and 93-6-2 Parcel No. 7

WHEREAS, the Capitol Mall Redevelopment Project Plan (the "Redevelopment Plan") has been adopted pursuant to those certain ordinances adopted by the Metropolitan Council of the Metropolitan Government of Nashville and Davidson County, Tennessee, said ordinances being numbered 77-716, 82-845, 87-1695 and 091-1567, respectively (collectively the "Metro Ordinance");

WHEREAS, the Metropolitan Development and Housing Agency is the owner and holder of record of fee simple title to certain real property located within the geographic area of the Capitol Mall Redevelopment Project, as described in the Redevelopment Plan (the "Redevelopment Area"), including without limitation the portion of the city block bounded by Fourth Avenue North on the west, Commerce Street on the north, Third Avenue North on the east, and an alley running parallel to Broadway on the South, as more particularly hereinafter described (the "Property");

WHEREAS, in order to finance a portion of the acquisition costs of such Property and to provide funds for certain improvements, all as authorized pursuant to the Metro Ordinance and the provisions of Tennessee Code Annotated Sections 13-20-101 et.seq. (the "Act"), The Metropolitan Development and Housing Agency has issued its tax increment financing bond of even date herewith in the amount of $13,500,000 (the "TIF Bond");

WHEREAS, pursuant to the Redevelopment Plan and Sections 13-20-202, 13-20-204, 13-20-209 and 13-20-210 of the Tennessee Code Annotated, The Metropolitan Development and Housing Agency is authorized to sell portions of the property within the Redevelopment Area, including without limitation, the Property;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, and other good and valuable consideration, receipt of all of which is hereby acknowledged, the METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, a public body and body corporate and politic organized and existing in accordance with the provisions of the Act ("Grantor"), has this day bargained and sold, and does hereby transfer and convey unto BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation ("Grantee"), certain real property in Davidson County, Tennessee, described as follows:

Lot No. 1 as shown on the "First Revision, Portion of Tract 75A, Capitol Mall Redevelopment Project Plan," of record in Book 7900, page 317 of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made, and being more particularly described as follows:

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, lying on the southerly margin of Commerce Street and extending from the easterly margin of Fourth Avenue North to the westerly margin of Third Avenue North and being more particularly described as follows:

BEGINNING at a point at the intersection of the southerly margin of Commerce Street and the westerly margin of Third Avenue North;

THENCE, with the westerly margin of Third Avenue North, S 30°02'00" E, 332.26 feet to an iron pin at the northerly margin alley No. 16 1/2;

THENCE, with said northerly margin, S 59°00'00" W, 182.07 feet to an iron pin in the centerline of alley No. 10, running north-south;

THENCE, with said centerline, N 29°59'47" W, 12.36 feet to an iron pin in the northerly line of M.D.H.A. of record in Book 7999, page 921, R.O.D.C.;

THENCE, with said northerly line, S 59°48'43" W, 66.05 feet to a point;

THENCE, N 30°08'53" W, 1.28 feet to a point;

THENCE, S 57°53'07" W, 26.05 feet to a point;

THENCE, S 30°05'47" E, 0.40 feet to a point;

THENCE, S 59°48'43" W, 89.61 feet to a P.K. spike in the easterly margin of Fourth Avenue North;

THENCE, with said easterly margin, N 29°43'12" W, 323.94 feet to an iron pin at the southerly margin of Commerce Street;

THENCE, with said southerly margin, N 59°45'52" E, 180.14 feet to a point in the centerline of alley No. 10 running north-south;

THENCE, with said centerline, S 29°59'47" E, 1.91 feet to an iron pin;

THENCE, continuing with southerly margin of Commerce Street, N 59°42'59"E, 181.83 feet to the point of beginning.

Containing 119,255 square feet or 2.738 acres, more or less.

Being all of the property conveyed to Grantor by the following deeds: Deed from Edie Carell Johnson, as Trustee, Third National Bank in Nashville, The Ryman Group, Inc., as Trustee, and Central Parking System, Realty, Inc., of record in Book 8529, page 111, said Register's Office; and deed from Karen Stelzer Fisk, et al. of record in Book 8376, page 180, said Register's Office.

The foregoing property, consisting of both improved and unimproved tracts, is located in the block bounded by Fourth Avenue North, Third Avenue North, Commerce Street and Broadway but excludes the portion thereof underlying buildings fronting on Broadway. The description of the foregoing property is derived from the Property Line Survey prepared for BellSouth Telecommunications, Inc. by Wendell H. Talley (Tennessee Registered Land Surveyor No. 785) dated December 12, 1991, said surveyor's address being c/o Barge, Waggoner, Sumner & Cannon, 162 Third Avenue North, Nashville, Tennessee 37219.

TO HAVE AND TO HOLD the said Property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining to Grantee, its successors and assigns, forever.

GRANTOR covenants and binds itself and its successors to warrant specially and forever defend the title to said Property to Grantee, its successors and assigns, against the lawful claims of all persons claiming through and under Grantor (other than claims arising out of the matters set forth on Schedule I), but not further or otherwise.

By acceptance of this Special Warranty Deed, Grantee agrees that following completion of construction and equipping of the office building tower, parking garage, plazas and related improvements to be built on the Property, and pursuant to the requirements of the Metro Ordinance, including without limitation, the provisions of Section C.2.b.(8) thereof, Grantee shall provide pedestrian access for the public across the outdoor plaza areas and through the wintergarden area, generally as located on the drawing attached hereto as Schedule II, being on an axis running generally from the northwest corner of the Property to the southeast corner of the Property, but subject in all respects to the following terms and conditions: (a) Grantee shall maintain and make such public pedestrian access areas available for public use only during normal business hours maintained by the Grantee on the Property; (b) such public usage must be consistent with Grantee's needs to provide a safe, secure, noise-free and nuisance-free work environment on the Property, as such needs may be determined by Grantee in the exercise of its reasonable discretion; (c) such public pedestrian access areas shall in no event include the triangular area located at the corner of Third Avenue North and Commerce street fronting approximately 90 feet along each street and bounded on the third side by the entrance area of the office building tower to be constructed on the Property; and (d) such public pedestrian access areas may be relocated on the Property by Grantee if and when it becomes necessary and/or convenient to do so as a result of additions to or reconfiguration of the improvements to be built upon the Property. The provisions of this paragraph shall be subordinate to all mortgages, deeds of trust and other collateral documents now or hereafter imposing a lien on the Property, or any portion thereof, for the purpose of securing any financing of the construction, reconstruction or renovation of improvements on, or acquisition of, the Property and any improvements now or hereafter located thereon, or any refinancing thereof. In the event of foreclosure by any beneficiary of any such mortgage, deed of trust, or other collateral document (hereinafter individually or collectively referred to as a "Beneficiary"), or acceptance of a deed in lieu thereof, the provisions of this paragraph shall, at the option of such Beneficiary, be extinguished and shall terminate and be of no further force or effect. Notwithstanding any provision herein to the contrary, in the absence of any earlier termination as herein provided, the provisions of this paragraph shall expire and be of no further force or effect on December 31, 2020. Grantor reserves to itself the sole and exclusive right to enforce the provisions of this paragraph for the benefit of the public. In the event of Grantee's failure to provide and maintain such public pedestrian access area(s) as provided for in this paragraph, and if such failure is not cured within thirty (30) days after (1) written demand by Grantor to the Grantee or its successors or assigns specifying such event or events, and (2) similar notice to any Beneficiary who has given written notice to Grantor of its interest in the Property, said demand and notice to be provided by Grantor by hand delivery or by certified mail, return receipt requested, then Grantor shall have the right to pursue injunctive relief to remedy such failure, but there shall be no possibility of reverter and no conditions upon the continued existence of the estate hereby granted to Grantee

which would under any circumstance cause the reversion, termination or defeasance of Grantee's estate. Venue for suit seeking such injunctive relief shall be in Davidson County, Tennessee. Except as expressly set forth in this paragraph, nothing contained in this Special Warranty Deed shall limit or restrict Grantee's ownership rights with respect to the Property or any portion thereof, and nothing herein contained shall create a gift or dedication of any portion of the Property to the general public or for any public purpose except as specifically set forth herein. The provisions of this paragraph shall constitute covenants running with the land which shall be subject to all of the terms and conditions hereof.

By acceptance of this Special Warranty Deed, Grantee, for itself, its successors and assigns, covenants that Grantee shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental, or in the use or occupancy of the Property or any improvements erected or to be erected thereon.

Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed as a valid, binding, and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with the Redevelopment Plan, the Metro Ordinance, the Act and other applicable law.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed by its duly authorized officer as of the 15th day of January, 1992.

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: J. Richard Chambers
J. Richard Chambers, Chairperson

Attest:

Gerald F. Nicely,
Secretary/Executive Director

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public, J. Richard Chambers and Gerald F. Nicely, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the Chairperson and Secretary/Executive Director, respectively, of METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, a public corporation, and are authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 15th day of January, 1992.

Laura Lincoln
Notary Public

My Commission Expires:
5-22-93

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $11,700,000, which amount is equal to or greater than the amount which the property transferred would command at a fair, voluntary sale.

DeWitt Eyl, Jr.
Affiant

Subscribed and sworn to before me, this 15th day of January, 1992.

Laura Lincoln
Notary Public

My Commission Expires:
5-22-93

SCHEDULE I

Encumbrances

1. Real property taxes for 1992, a lien but not yet due and payable

2. NES service easement, utility easements retained within Alley No. 10 until abandonment per Metro Council Bill 091-1585 and matters reflected in the Owner's Certificate, Surveyor's Certificate and Notes, all as shown on plat recorded in Book 7900, page 317, Register's Office of Davidson County, Tennessee

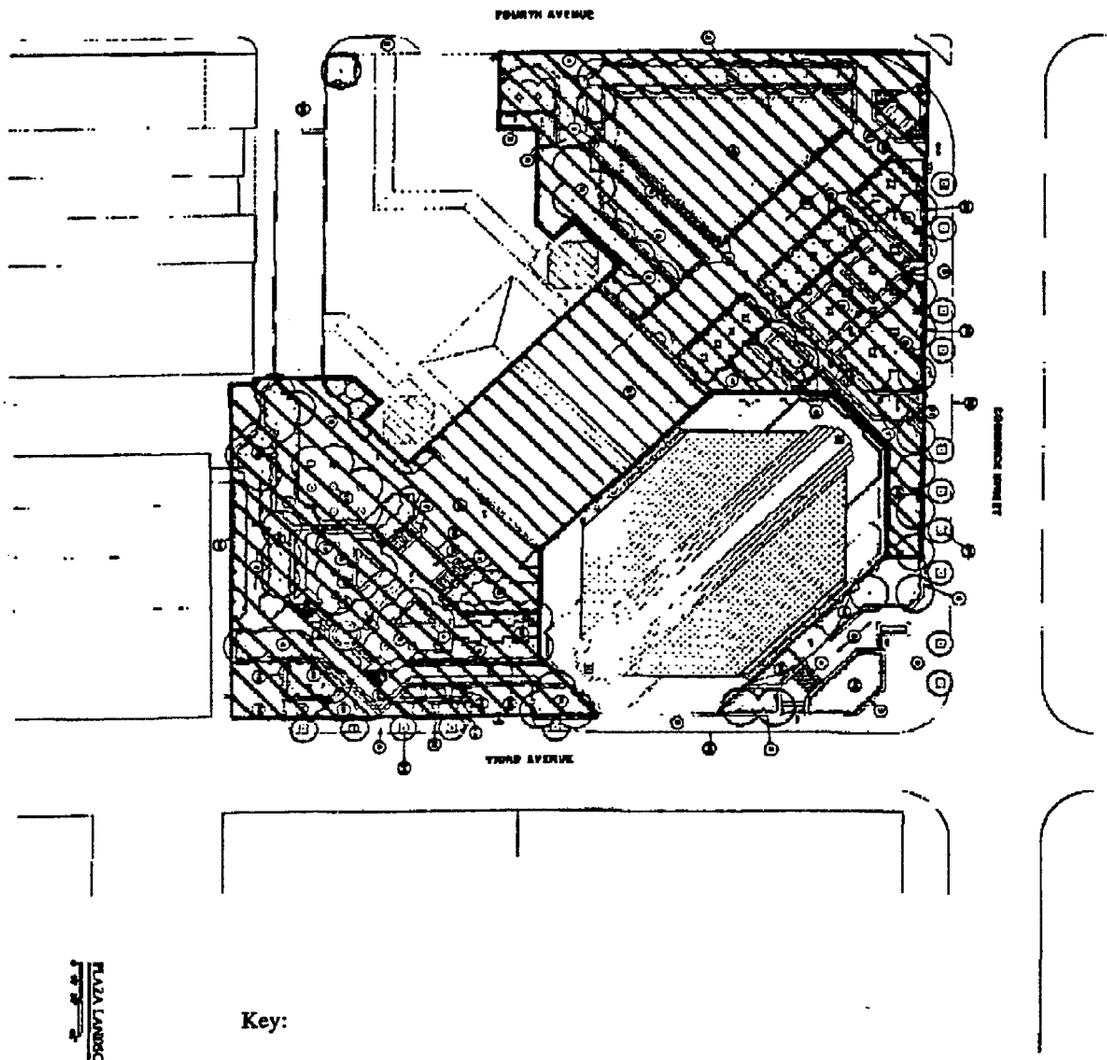
3. Restrictions contained in Book 8421, page 587, said Register's Office.

108315.04

7105 01/15 0101 03CHECK 43312.00

SCHEDULE II
TO SPECIAL WARRANTY DEED

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PLAZA LANDSCAPE PLAN

Key:

Areas crosshatched above denote outdoor plaza areas and wintergarden area to be provided for public pedestrian access subject to limitations set forth in this Special Warranty Deed.

ESa

South Central Bell
Tennessee Headquarters
NASHVILLE — TENNESSEE

JAN 02 '92 07:14 CARTER & ESSOC. ATLANTA 30009

7.6 8.8 1:

IDENTIFICATION REFERENCE

JAN 15 3 22 PM '92

RECORDERS 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 8529 PAGE 128

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
		CONV. AMT. $11,700,000.00		

CON TX 43290.00
PRFEE 1.00
WDEED 21.00
TOTAL 43312.00
CHECK 43312.00

01/15/92 01 15:21 0001 7105

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.6.8.8 I:

IDENTIFT REFERENCE

JAN 15 3 22 PM '92

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENNESSEE

No. 493512