This instrument prepared by
or under the direction of:

William C Basney

**William C. Basney**
**Senior Counsel**

Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

File 31/ds

47037-077-999-NEG
47037-0077-000169
JA43\KC0226S1.92P

BOOK 8592 PAGE 251

THIS QUITCLAIM DEED, made this 4th day of March, 1992, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and KANO LABORATORIES, INC., whose mailing address is 1000 South Thompson Lane, Nashville, Tennessee 37211-2627, hereinafter called "Grantee", and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee as hereinafter provided, WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of EIGHT THOUSAND AND NO/100 DOLLARS ($8,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest in and to that certain tract or parcel of land situate, lying and being at Nashville, County of Davidson, State of Tennessee, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 2.2 acres, more or less.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever.

Grantee acknowledges that Grantee has been the Lessee or Licensee of the Premises from Grantor since 1979, and as such Lessee or Licensee is totally familiar with the current and past use(s) of the Premises during its possession and the physical and environmental condition thereof. Having such familiarity, Grantee accepts the Premises in its "as is" condition, as of this conveyance. Grantee further expressly assumes all obligations, liability and responsibility for physical and/or environmental condition of the Premises from 1979, up to and including the date of this conveyance, and agrees to defend, protect, indemnify and hold Grantor harmless from any and all loss, damages, suits, penalties, costs, liability, and/or expenses (including, but not limited to reasonable investigative and/or legal expenses, remediation and/or removal costs), arising out of any claim(s), present, past or future, for (a) loss or damage to any property, including the Premises, (b) injuries to or death of any person(s),

(c) contamination of or adverse effects upon the environment (air, ground or water), or (d) any violation of statutes, ordinances, orders, rules, or regulations of any governmental entity or agency, caused by or resulting from presence or existence of any hazardous material, hazardous substance, or hazardous waste in, on or under the Premises that have occurred since 1979. Grantee further acknowledges that the condition of the Premises has been considered as part of the Total Purchase Price for this conveyance.

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not: be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails, or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof, on the Premises.



Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall maintain the existing drainage on the Premises in such a manner as to not impair adjacent railroad right-of-way drainage and to not redirect or increase the quantity or velocity of surface water runoff or any streams into said Grantor's drainage system or upon the right-of-way or other lands and facilities of Grantor. If said Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon said right-of-way or upon other adjacent lands and facilities of Grantor.

Said covenant(s) shall run with title to Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

AND THIS DEED FURTHER WITNESSETH that United States Trust Company of New York, Trustee under the former Louisville and Nashville Railroad Company's First and Refunding Mortgage dated August 1, 1921, as supplemented, has executed this deed for the sole purpose of releasing and does hereby release all estate, right, title, lien and interest of the Trustee under said Mortgage, in and to the property herein conveyed, or in and to the estate, right, title and interest herein quitclaimed, pursuant to the provisions of Section 1 of Article Ten of said Mortgage. This release is subject to any and all the same rights, reservations, exceptions, limitations and agreements herein specified on behalf of the Grantor, and is without covenant or warranty, express or implied, and without recourse against said Trustee in any event, and recitals of fact herein are to be taken only as recitals of Grantor and not of Trustee.

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and UNITED STATES TRUST COMPANY OF NEW YORK (as the aforesaid Trustee), pursuant to due corporate authority, have caused their names to be signed hereto by their officers hereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

Nancy E. Gabreszeski
NANCY E. GABRESZESKI

Robert L. Whealton
ROBERT L. WHEALTON

CSX TRANSPORTATION, INC.:

By _____
Senior Vice President
GERALD L. NICHOLS

Attest _____ (SEAL)
Assistant Secretary
R. L. KEY, JR.

Signed, sealed and delivered
in the presence of:

Cynthia Chaney
CYNTHIA CHANEY

Patricia Sterner
PATRICIA STERNER

UNITED STATES TRUST COMPANY OF
NEW YORK, as Corporate Trustee
as aforesaid:

BOOK 8592 PAGE 253

By _____
ASSISTANT VICE PRESIDENT

Attest _____
ASST. SECRETARY

STATE OF FLORIDA )
) SS.
COUNTY OF DUVAL )

I, Robert L. Whealton, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County personally came Gerald L. Nichols to me known, and known to me to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did depose, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is Senior Vice President of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to such authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 4th day of March, 1992.

Robert L Whealton (SEAL)
Notary Public

My commission expires on:
ROBERT L. WHEALTON
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Dec. 7, 1993
Commission No. AA 730510
Bonded thru Patterson-Becht Agency

STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK )

Personally appeared before me, THOMAS McCUTCHEON, a Notary Public of the State and County aforesaid, JAMES E. LOGAN and JANE W. RILEY with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Assistant Vice President and Assistant Secretary, respectively, of the United States Trust Company of New York, a corporation, the within-named Trustee of the aforesaid mortgage, and that they as such Assistant Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation thereto by JAMES E. LOGAN, as its Assistant Vice President and attesting the same by JANE W. RILEY, as its Assistant Secretary, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 9th day of MARCH, 1992.

THOMAS McCUTCHEON
NOTARY PUBLIC, State of New York
No. 4900005
Qualified in Nassau County
Commission Expires April 16, 1992

My commission expires on:

Thomas McCutcheon (SEAL)
Notary Public

**AFFIDAVIT OF CONSIDERATION**

**STATE OF FLORIDA**

**COUNTY OF DUVAL**

The conveyance herein is by Quitclaim and therefore the amount of tax due is controlled by T.C.A. Sect. 67-4-409(a)(4). The actual consideration for this transfer is $8,000.00.

Gerald L. Nichols

**AFFIANT** Senior Vice President

**SUBSCRIBED and sworn** to before me this 16th day of March, 1992.

Nancy E. Gabriszeski

**NOTARY PUBLIC**

**My Commission Expires:**

NANCY E. GABRISZESKI
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires May 16, 1992
Commission No. AA 574087
Bonded thru Patterson-Becht Agency

BOOK 8592 PAGE 255

BEING all or part of the same property acquired by The Nashville & Chattanooga Railroad Company, a predecessor of Grantor, by the following instruments, recorded among the Public Land Records of Davidson County, Tennessee:

| Acquired From | Date of Instrument | Book | Page |
|---|---|---|---|
| Enoch Ensley | 11/16/1848 | NONE | |
| Mill Creek Church | 01/10/1853 | NONE | |

The corporate name of The Nashville and Chattanooga Railroad Company was changed to The Nashville & Chattanooga & St. Louis Railway on May 30, 1873. The Nashville & Chattanooga & St. Louis Railway became vested in the Louisville and Nashville Railroad Company by virtue of Agreement of Merger dated August 30, 1957. On December 29, 1982 the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

EXHIBIT A

Description Of Property In: Davidson County, Tennessee

To: Kano Laboratories, Inc.

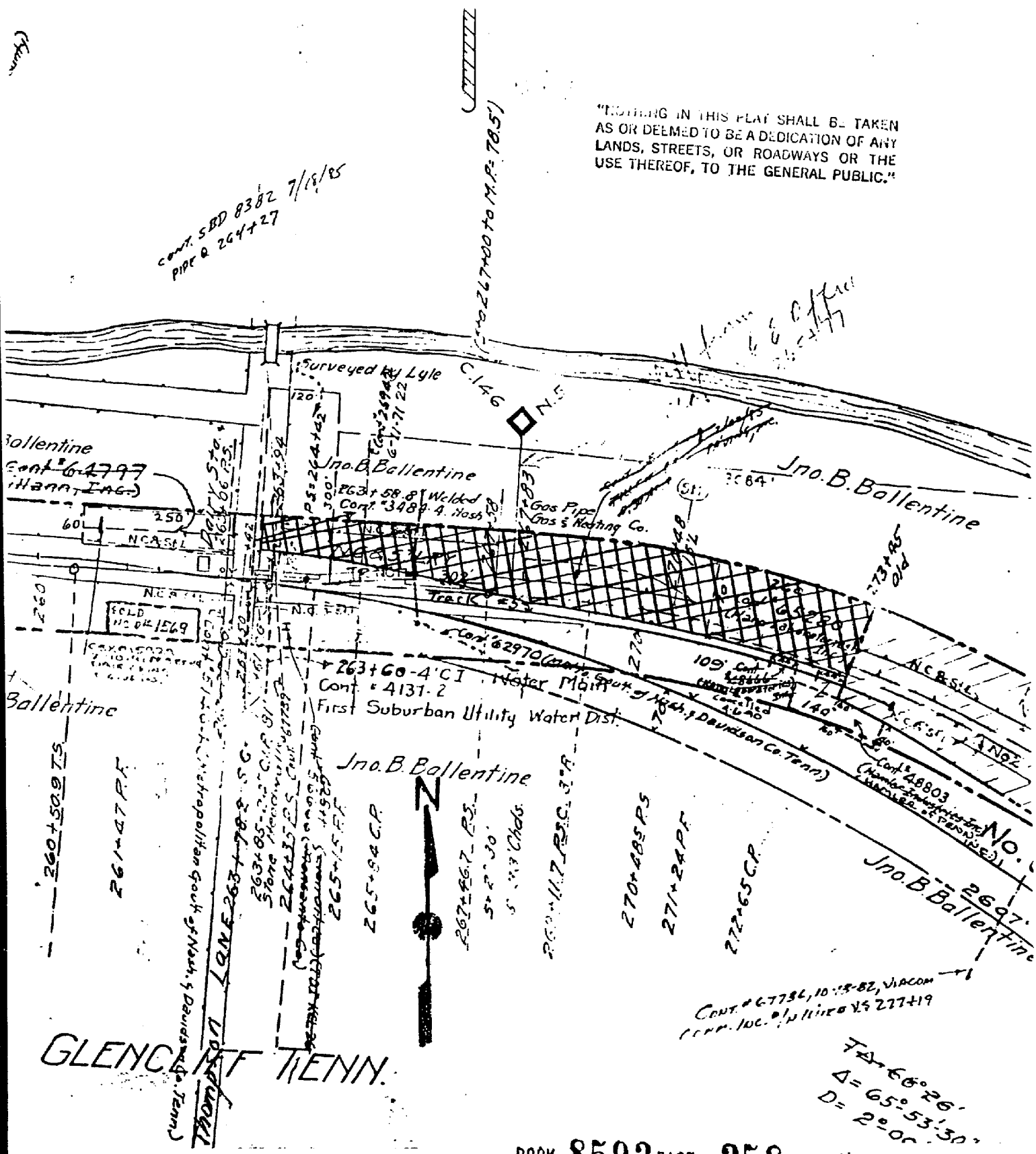
BOOK 8592 PAGE 257

CSXT Deed File Number: 47037-077-999 00169

That certain parcel or tract of land situate in Metropolitan Nashville, Davidson County, Tennessee more particularly described as follows: BEGINNING with the intersection of the east right-of-way line of Thompson Lane and Grantor's north right-of-way line and being Grantee's southwest corner (Deed Book 5653 Page 616); thence in an easterly direction with Grantor's right-of-way line for a distance of 1,000 feet, more or less, to the northernmost corner of a parcel of land conveyed by the Louisville and Nashville railroad Company to H. Raymond Ligon by deed dated October 1, 1957 (hereafter "The Conveyance"); thence southwest with the west line of the Conveyance a distance of 125 feet, more or less, to a point 15 feet from Grantor's track 5; thence in a northwesterly direction along a curve to the left running 15 feet from Grantor's track 5 a distance of 540 feet, more or less, to a point that is 50 feet from Grantor's centerline of mainline track; thence running 50 feet from Grantor's centerline of mainline track continuing in a northwestward direction a distance of 440 feet, more or less, to a point in the east line of Thompson lane, thence north with the east line of Thompson lane 50 feet, more or less, to the POINT OF BEGINNING; containing 2.2 acres, more or less, and being as shown crosshatched on fragment print of Grantor's Valuation Section V202 Map 2 marked Exhibit A-1 attached hereto and incorporated herein.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

"NOTHING IN THIS PLAT SHALL BE TAKEN AS OR DEEMED TO BE A DEDICATION OF ANY LANDS, STREETS, OR ROADWAYS OR THE USE THEREOF, TO THE GENERAL PUBLIC."




BOOK 8592 PAGE 258

V202
2

# EXHIBIT A-1

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Date: March 17, 1992

CERTIFICATION OF NON-FOREIGN STATUS

"Section 1445 of the Internal Revenue Code (Title 26, U.S. Code) provides that a transferee of U. S. real property interest, as defined in Section 897(c) of said Code, must deduct and withhold tax upon the sale price if the transferor is a foreign person.

To inform the transferee that deduction and withholding of tax is not required upon the disposition by CSX Transportation, Inc. of any U. S. real property interest, the undersigned hereby certifies the following on behalf of CSX Transportation, Inc.:

1. CSX Transportation, Inc. is a domestic corporation of the State of Virginia.

BOOK 8592 PAGE 259

2. CSX Transportation, Inc. is not a foreign person (corporation, partnership, trust or estate, as those terms are defined in the Internal Revenue Code).

3. CSX Transportation, Inc.'s office address is 500 Water Street, Jacksonville, FL 32202

4. CSX Transportation, Inc.'s U. S. employer identification number is 54-6000720.

5. CSX Transportation, Inc., a U. S. domestic corporation, is not and has not been a U. S. real property holding company, as defined in Section 897(c) (2) of said Code.

This certification may be disclosed to the Internal Revenue Service by transferee, transferee's title insurer, settlement officer, or any escrow agent.

Under penalties of perjury, I declare that: I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete; and I further declare that I have authority to sign this document on behalf of CSX Transportation, Inc.

Witness:

Robert L Wheatley

Signature

Vice President
Title

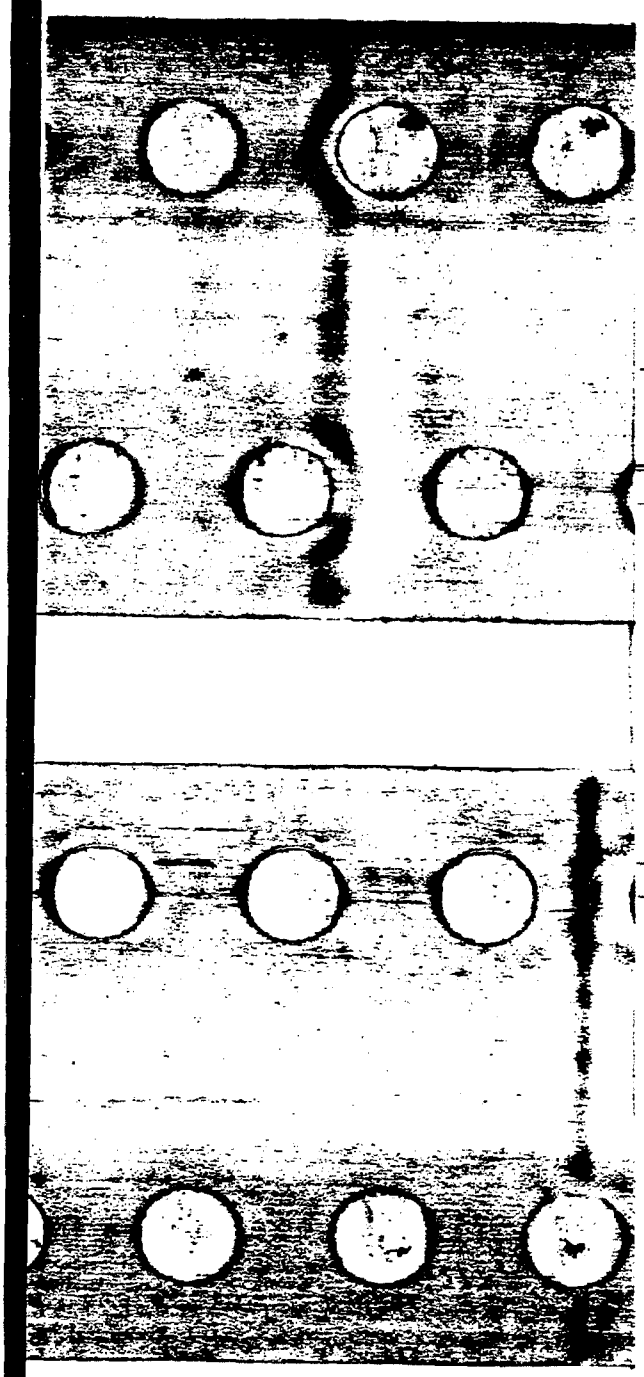
98356

IDENTIFICATION REFERENCE

APR 2 3 10 PM '92

CECIL Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

6728 04/02 0101 03CHECK 57.60



**OFFICIAL RECEIPT**

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 8592 PAGE 260

| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | CO TX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|

| | |
|---|---|
| CAMT | 8000.00 |
| CON TX | 29.60 |
| PRFEE | 1.00 |
| WDEED | 27.00 |
| TOTAL | 57.60 |
| CHECK | 57.60 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 04/02/92 01 15:15 0001 6728

9.83.56

IDENTIFI REFERENCE

APR 2 3 15 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 517629