This instrument prepared by
or under the direction of:

William C. Basney
Senior Counsel
Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

1994-00119-NEG
V:\WPDOC\DEEDS\EQUITY.NEG

BOOK 9306 PAGE 968

SEND TAX BILLS TO: New Owner
Equity Enterprises, Inc.
P. O. Box 100894
Nashville, TN 37210

Map 106-5-Parcel 118

THIS QUITCLAIM DEED, made this 17th day of March, 1994, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and EQUITY ENTERPRISES, a Tennessee General Partnership, whose mailing address is P. O. Box 100894, Nashville, Tennessee 37210, 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 FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00), 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 51,696 square feet, 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.

As the adjacent landowner, Grantee is familiar with the current and past use(s) of the Premises and the physical and environmental condition thereof. Grantee accepts the Premises in "as is" condition as of the date of this conveyance. Grantee expressly assumes all obligations, liability and responsibility for physical and/or environmental condition of the Premises, prior to and including the date of 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) arising out of any claim(s), present, past or future, for loss or damage to any property, including the Premises, injuries to or death of any person(s), contamination of or adverse effects upon the

environment (air, ground or water), or 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. Grantee acknowledges that the provisions of this covenant and the condition of the Premises have been considered as part of the consideration for this conveyance.

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. Gabruszewski

Kathryn Barnwell

CSX TRANSPORTATION, INC.:

By P. M. Gifford
Senior Vice President
P. M. Gifford

Attest Joyce A. DoIan (SEAL)
ASSISTANT Secretary
Joyce A. DoIan

Signed, sealed and delivered
in the presence of:

WILLIAM EISING

PATRICIA STERMER

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

By [illegible] LOGAN
VICE PRESIDENT

Attest Cynthia Chaney
Assistant Vice President

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Kathryn [illegible], 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 came _____, (✓) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, 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 Board 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 17th day of March, 1994.

Kathryn Barnwell (SEAL)
Notary Public
Print Name: Kathryn Barnwell

My commission expires on:

KATHRYN BARNWELL
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires [illegible]
Commission No. CC [illegible]
Bonded thru Patterson - Bucht Agency

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

Personally appeared before me, ROBERT E. PATTERSON III, a Notary Public of the State and County aforesaid, JAMES E LOGAN and CYNTHIA CHANEY with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the VICE PRESIDENT and ASSISTANT VICE PRESIDENT, 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 VICE PRESIDENT and ASSISTANT VICE PRESIDENT, 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 VICE PRESIDENT and attesting the same by CYNTHIA CHANEY, as its ASSISTANT VICE PRESIDENT, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 21st day of MARCH, 1994.

My commission expires on:

(SEAL)
Notary Public

ROBERT E. PATTERSON III
Notary Public, State of New York
No. 4784543
Qualified in New York County
Commission Expires October 31, 1995

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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THE ACTUAL CONSIDERATION OF VALUE WHICHEVER IS GREATER, FOR THE TRANSFER IS $15,000.00.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF April, 1994.

MY COMMISSION EXPIRES: 1-27-96

NOTARY PUBLIC

EXHIBIT A

Description of property at: Nashville, Tennessee
To: Equity Enterprises
CSXT Deed File No.: 1994-00119-NEG

A tract of land located in the 16th. Councilmatic District of Davidson County, Tennessee, and more particularly described as follows, according to a survey by Barry Greer and Associates, Tennessee R.L.S. No. 211, 2910 Elm Hill Pike, Nashville, Tn. 37214, (615) 883-3649, dated 1-16-91:

Beginning at an iron pin set in the Southern R.O.W. of the CSX Railroad, said pin also being the Northeast corner of the property conveyed to Equity Enterprises, by deed of record in Book 5134, Page 930, R.O.D.C., Tennessee, and said pin being located 50.00 feet South of the centerline of track, and proceeding as follows;

Thence, with said R.O.W. of the CSX Railroad and the Northern Boundary of said Equity Enterprises for the following calls, in a Westerly direction with a curve to the right having a radius of 1960.08 feet, a chord bearing South 88 degrees, 17 minutes, 12 seconds West, 2.57 feet, an arc length of 2.57 feet, to an iron pin set in said R.O.W., and being located 50.00 feet South of the centerline of track;

Thence, South 88 degrees, 19 minutes, 27 seconds West, a distance of 17.41 feet to an iron pin set in said R.O.W. and being located 50.00 feet South of the centerline of track;

Thence, North 01 degree, 40 minutes 33 seconds West, a distance of 20.00 feet to an iron pin set in said R.O.W. and being located 30.00 feet South of the centerline of track;

Thence, South 88 degrees, 19 minutes, 27 seconds West, a distance of 796.59 feet to an iron pin set in the Eastern R.O.W. of Woodycrest Ave., said pin being located 30.00 feet South of the centerline of track and located 25.00 feet East of the centerline of Woodycrest Ave., said pin also being the Northwest corner of the property conveyed to Equity Enterprises, by deed of record in Book 5677, Page 475, R.O.D.C., Tennessee;

Thence leaving said Equity Enterprises, and with said Eastern R.O.W. of Woodycrest Ave., North 42 degrees, 43 minutes, 59 seconds West, a distance of 79.57 feet to an iron pin set in the Northern R.O.W. of said CSX Railroad, said pin being located 30.00 feet North of the centerline of track and 25.00 feet East of the centerline of Woodycrest Ave.;

Thence, with the South boundary of the property conveyed to Consolidated Freightways, by deed of record in Book 5931, Page 603, R.O.D.C., Tennessee, and with the Northern R.O.W. of said CSX Railroad, North 88 degrees, 19 minutes, 27 seconds East, passing the Southeast corner of Consolidated Freightways and the Southwest corner of the property conveyed to South Central Bell, by deed of record in Book 4990, Page 708, R.O.D.C., Tennessee, at a distance of 812.47 feet, in all a total distance of 848.86 feet to an iron pin set in the Northern R.O.W. of said CSX Railroad and being located 30.00 feet North of the centerline of track;

Thence, with said R.O.W. of said CSX Railroad and the boundary of said South Central Bell for the following calls, North 01 degree, 40 minutes, 33 seconds West, a distance of 20.00 feet to an iron pin set in said R.O.W. and being located 50.00 feet North of the centerline of track;

Thence, North 88 degrees, 19 minutes, 27 seconds East, a distance of 17.41 feet to an iron pin set in said R.O.W. and being located 50.00 feet North of the centerline of track;

Thence, in an Easterly direction with a curve to the left having a radius of 1860.08 feet, a chord bearing North 88 degrees, 10 minutes, 54 seconds East, 9.26 feet, an arc length of 9.26 feet, to an iron pin set in said R.O.W. and being located 50.00 feet North of the centerline of track;

Thence, leaving said boundary of said South Central Bell and severing the R.O.W. of said CSX Railroad, South 02 degrees, 08 minutes, 53 seconds West, a distance of 100.24 feet to the beginning and containing 51,696 square feet, more or less.

The Premises are shown on a print of survey dated January 16, 1991, prepared by Barry Greer, R.L.S. No. 211, Barry Greer & Associates, 2910 Elm Hill Road, Nashville, Tennessee 37214, incorporated herein by reference.

BEING a portion of the property acquired by the Tennessee & Pacific 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	Circuit Court Minute Book	Page
J. C. Provine	11/30/1869	EE	625
J. C. Warner	04/22/1870	FF	184

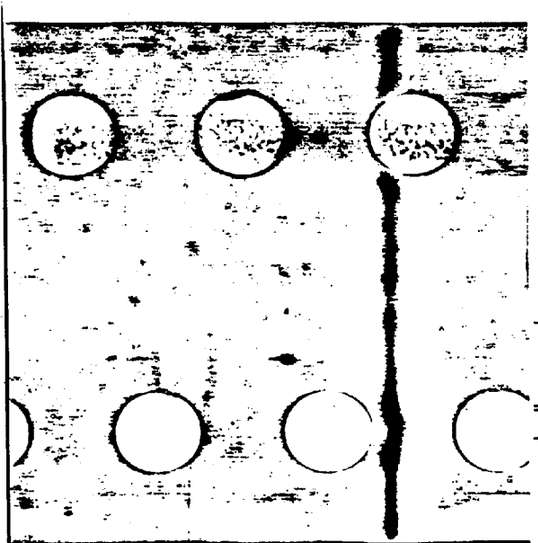
The Tennessee & Pacific Railroad Company was conveyed to The Nashville, Chattanooga & St. Louis Railway on October 1, 1877, pursuant to a resolution of its stockholders adopted at their convention on September 12, 1877, and that of its directors passed on the first day of October, 1877. The Nashville, 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.

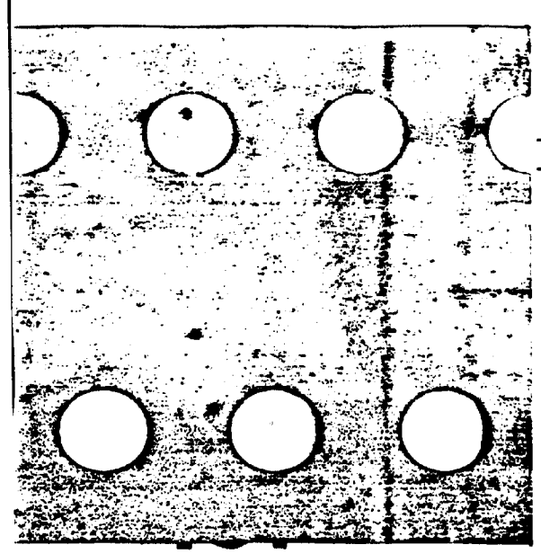
37196
IDENTIF. & REFERENCE

94 APR -8 PM 3:37
FELIX Z. [illegible] II REGISTER
DAVIDSON COUNTY, TN.

2022 04/08 0101 03CHECK 84.50

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





RECEIVED OF _____

FOR _____

BOOK 9306 PAGE 975

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 15000.00
				CON TX 55.50
				PRFEE 1.00
				TDEED 28.00
				ERR CO
				TDEED 28.00-
				WDEED 28.00
				TOTAL 84.50
				CHECK 84.50
			04/08/94	01 15:39 0001 2022

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

37196
IDENTIF. & REFERENCE

94 APR -8 PM 3:37
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 777255