SPECIAL WARRANTY DEED

BOOK 9434 PAGE 230

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

THIS INDENTURE, made on the date set forth below, between **AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY**, a Tennessee corporation, of the County of Davidson and State of Tennessee, whose mailing address is c/o American General Investment Corporation, 2929 Allen Parkway, 34th Floor, Houston, Texas 77019, Attn: Director of Real Estate, Grantor, and **BIG RIVER PROPERTIES, INC.**, a Tennessee corporation, of the County of HAMILTON and State of Tennessee, whose mailing address is 100 East Tenth Street, Suite 600, Chattanooga, Tennessee 37402, Grantee.

W I T N E S S E T H:

6920 08/11 0101 03CHECK 222.00

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which considerations are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED and does by these presents GRANT, BARGAIN, SELL and CONVEY to Grantee, its successors and assigns forever,

(a) that certain real property in Davidson County, Tennessee more particularly described in **Exhibit "A"** attached hereto (the "Land"); and

(b) all right, title and interest of Grantor, if any, in and to all buildings, improvements, fixtures, and all property of every kind and character owned by Grantor located in, attached to, or used in connection with the aforesaid Land; and

(c) all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Land (items a, b and c, being collectively hereinafter referred to as the "Subject Property").

This conveyance is made subject to ad valorem taxes for 1994 (which have been assumed by Grantee) and all matters listed or contained on **Exhibit "B"** ("Permitted Exceptions") attached hereto and made a part hereof for all purposes.

Map 93-6-2, parcel 100
Address: 111 Broadway, Nashville, TN 37203

Prepared By:
Dow, Cogburn & Friedman, P.C.
Suite 2300 The Coastal Tower
9 Greenway Plaza
Houston, TX 77046

MAIL ENV.

94 AUG 11 AM 8:54
FILED IN THE REGISTER'S OFFICE
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

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EXCEPT AS EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES AND AGREES BY ACCEPTING THIS SPECIAL WARRANTY DEED THAT GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY SPECIFIC PURPOSE OR USE, THE MERCHANTABILITY OR RENTABILITY OF THE SUBJECT PROPERTY OR ANY PART THEREOF, THE ECONOMIC FEASIBILITY OR THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY OR ANY PART THEREOF, OR THE COMPLIANCE OF ANY OF THE SUBJECT PROPERTY WITH ANY STATUTE, REGULATION, RULE OR ORDINANCE AFFECTING THE SAME, INCLUDING ANY REPRESENTATION AND WARRANTY REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR OR ITS BROKERS, CONTRACTORS, PROPERTY MANAGERS, OR OTHER INDIVIDUALS OR ENTITIES ENGAGED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE SUBJECT PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE SUBJECT PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the hereditaments and appurtenances of and to the same belonging or in anywise appertaining to Grantee, its successors and assigns, forever; and Grantor for its successors and legal representatives does covenant and agree to and with the Grantee, its successors or assigns that Grantee is lawfully seized in fee of the aforesaid premises, that the same are free of all encumbrances (subject, however, to (a) the Permitted Exceptions and the matters detailed above; and (b) taxes for the year 1994), that it has good right to sell and convey the same to Grantee as aforesaid and that it will warrant and forever defend, all and singular, the Subject Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Executed the 22nd day of July, 1994.

AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY

WITNESSES:

By: _____ (seal)
Name: S.W. HANSTRA
Title: Real Estate Investment Officer

Grantee joins in the execution of this Deed for the purposes of acknowledging the terms and provisions in the Deed.

BIG RIVER PROPERTIES, INC.

WITNESSES:

By: _____
Name: _____
Title: PRESIDENT

APPROVED
AS TO CONTRACT COMPLIANCE
PER SPM NO. 132
LAW DEPARTMENT
AGC
CONTROL NO. 2894-154
DATE 7-22-94
SIGNED: _____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BOOK 9434 PAGE 233

BEFORE ME, the undersigned authority, on this day personally appeared S.W. Hanstra, Real Estate Investment Officer of American General Life and Accident Insurance Company, a Tennessee corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Witness my hand and seal of office this 22nd day of July, 1994.

LAURA G. ORTIZ
Notary Public, State of Texas
My Commission Expires
AUGUST 11, 1997

(AFFIX NOTARY SEAL)

Laura G. Ortiz
Print Name: Laura G. Ortiz
(Notary Public)
My Commission Expires:
8-11-97

THE STATE OF TENNESSEE §
§
COUNTY OF §

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Tim P. Hennen with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of BIG RIVER PROPERTIES, INC., the within named bargainor, a Tennessee corporation, and that he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

Witness my hand and seal of office this 27th day of July, 1994.

(AFFIX NOTARY SEAL)

Robert L Brown
Print Name: ROBERT L. BROWN
(Notary Public)
My Commission Expires:
10-22-97

The actual consideration or value, whichever is greater, for this transfer is $50,000.00.

BIG RIVER PROPERTIES, INC.

By: _____
Name: TIM HENNEN
Title: PRESIDENT

GRANTEE

SUBSCRIBED AND SWORN TO before me this 27th day of July, 1994.

_____
Notary Public

My Commission Expires: 10-22-97

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Address of Grantee:
Big River Properties, Inc.
c/o Leonard Kinsey & Associates
100 East 10th Street, Suite 600
Chattanooga, TN 37402
ATTN: Jon Kinsey

Mail Tax Notice To:
same

Tax Map Parcel No.:
Map 93-6-2
Parcel 100

EXHIBIT "A" BOOK 9434 PAGE 235

LAND DESCRIPTION

Land in Davidson County, Tennessee, being part of Lots Nos. 2 and 3 of the Upper Ferry Property in Nashville, Tennessee, described according to a survey made by W.W. Turner Company, Engineers, November 30, 1949, as follows:

Beginning at the southeast corner of Broad and Second Avenue South; thence with the south line of Broad Street, eastwardly 100 feet to the westerly margin of an alley; thence with the westerly margin of said alley, southwardly 150 feet to the northerly margin of another alley; thence with the northerly margin of said alley, westwardly 100 feet to the easterly margin of Second Avenue South; thence with the easterly margin of said Avenue northwardly 150 feet to the beginning.

Being the same property conveyed to The National Life & Accident Insurance Company by Deed from General Shoe Corporation, of record in Book 1785, Page 310, Register's Office for Davidson County, Tennessee.

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EXHIBIT "B" BOOK 9434 PAGE 236

PERMITTED EXCEPTIONS

1. Rights or claims of parties in possession, boundary line disputes, overlaps, encroachments, and any other matters not shown by the public records which would be disclosed by an accurate survey and inspection of the Property.

2. Easements, or claims of easements, not shown by the public records.

3. Taxes for 1994 which are a lien not yet due and payable.

4. Lease from National Life & Accident Insurance Co. to General Shoe Corporation, dated January 18, 1950, recorded in Book 1801, Page 29, said Register's Office, as assigned to Derryberry Building Associates by Assignment of Leases recorded in Book 7446, Page 920, said Register's Office, as assigned by instrument recorded in Book _____, Page _____, said Register's Office.

5. Permit to Enter Premises to construct sewer service line recorded in Book 4940, Page 749, said Register's Office.

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BOOK 9434 PAGE 237

State of Tennessee

Department of State

I, GENTRY CROWELL, Secretary of State of the State of Tennessee, do hereby certify that the annexed is a true and correct copy of the Restated Charter of

THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY

which was filed in this office on December 3, 1984, with Document Locator Number 509 00797, Changing the name to:

AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY

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

IN WITNESS WHEREOF, I have hereto affixed my signature and the Great Seal of the State, at Nashville, this 25th day of February in the year of our Lord nineteen hundred eighty-six

Gentry Crowell
Secretary of State

mr

BOOK 9434 PAGE 238

FILED
SECRETARY OF STATE
1984 DEC -3 AM 8:58

ARTICLES OF AMENDMENT TO THE RESTATED CHARTER

of

THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY

MAY 2 1989

Pursuant to the provisions of Section 48.303 of the Tennessee General Corporation Act, the undersigned corporation adopts the following articles of amendment to its Restated Charter:

Gentry Crowell

1. The name of the corporation is The National Life and Accident Insurance Company.

2. The amendment adopted is (Part I: 1.) The name of the Corporation is American General Life and Accident Insurance Company.

3. The amendment was duly adopted by the unanimous written consent of the shareholders on August 21, 1984.

4. If a corporation for profit, the manner, if not set forth in such amendment, in which any exchange, reclassification or cancellation of issued shares provided for in the amendment shall be effected is as follows: Not applicable

5. The amendment is not to be effective when these articles are filed by the Secretary of State, but it will be effective January 1, 1985.

Dated August 23, 1984. [To be filed with Secretary of State of Tennessee not earlier than thirty (30) days prior to its effective date in accordance with T.C.A. §48-303.]

THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY

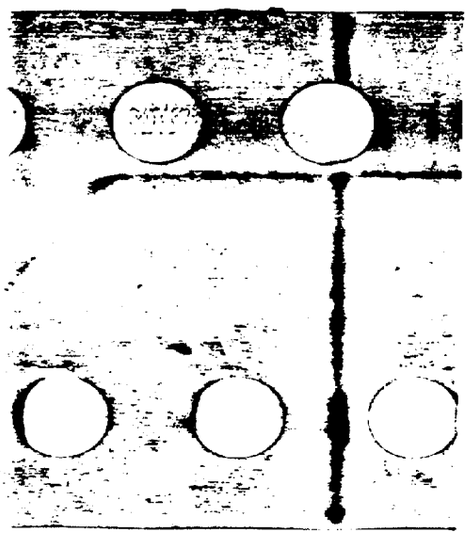
By: Carroll D. Shanks

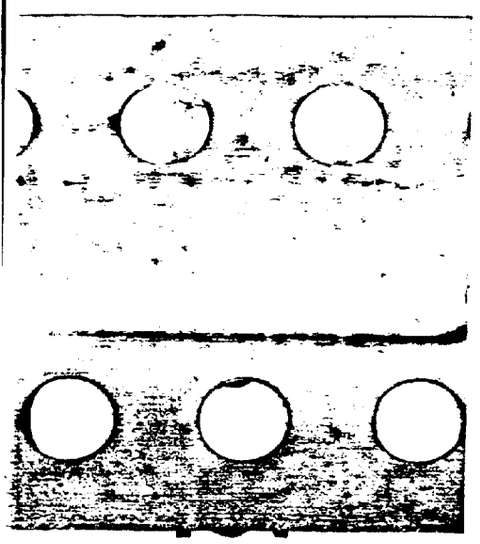
Carroll D. Shanks, President

RBH3045

APPROVED
this 4 day of Sept 1984
John Neff
The Commissioner of Insurance
STATE OF TENNESSEE
By Paul Adams
Deputy Commissioner of Insurance
Asst.

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 9434 PAGE 239

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 50000.00
CON TX 185.00
PRFEE 1.00
MDEED 36.00
TOTAL 222.00
CHECK 222.00

08/11/94 01 08:54 0001 6920

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

80296
IDENTIF. ↑ REFERENCE

94 AUG 11 AM 8:54
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 823394