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This Instrument was Prepared By:
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424 Church Street, 18th Floor
Third National Financial Center
Nashville, Tennessee 37219

CORRECTIVE DEED

THIS CORRECTIVE DEED is entered into by and between SMITH FOODS II LIMITED PARTNERSHIP, a Tennessee Limited Partnership ("Grantor") and FFCA CO-INVESTMENT LIMITED PARTNERSHIP, a Delaware Limited Partnership ("Grantee").

W I T N E S S E T H:

WHEREAS:

1. By Warranty Deed dated July 1, 1993, recorded in Book 9005, page 780, Register's Office for Davidson County, Tennessee, Grantor conveyed to Grantee certain real property known as 4119 Lebanon Road, Hermitage, Tennessee, more particularly described therein (the "Property").

2. It was the intention of both Grantor and Grantee that the Deed convey only the portion of the Property consisting of the land (the "Land") and for the Grantor to reserve and retain ownership of all buildings, fixtures, tangible personal property and other improvements located thereon (the "Improvements").

3. By inadvertence and mutual mistake, the Deed conveyed both the Land and Improvements and the parties wish to enter into this Corrective Deed for the purpose of correcting said error.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, has bargained and sold, and by these presents does transfer and convey unto Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described on Exhibit A which is attached hereto and incorporated herein by reference.

This is improved property, known as 4119 Lebanon Road, Hermitage, Tennessee, but the Grantor intends to convey only the Land.

This conveyance is expressly made subject to the same restrictions appearing in the previously filed Warranty Deed referenced in paragraph (1) above.

TO HAVE AND TO HOLD the Land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its heirs, successors, and assigns, forever.

And Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of the Land in fee simple; has a good right to convey it, and the same is unencumbered and unrestricted except as to those matters set forth above to which this conveyance is expressly made subject.

And Grantor does further covenant and bind Grantor its successors and assigns, to warrant and forever defend the title to the Land to the said Grantee, its successors and assigns against the lawful claims of all persons whomsoever except as to those matters set forth above to which this conveyance is expressly made subject.

Grantor hereby reserves and retains ownership of the Improvements as the parties intend for this conveyance to apply only to the portion of the Property consisting of the Land.

Witness our hands on the dates shown hereinafter, to be effective as of July 1, 1993.

GRANTOR:

SMITH FOODS II LIMITED PARTNERSHIP, a Tennessee limited partnership

By: E.R. SMITH, INC., general partner

By: E. Rhett Smith
E. Rhett Smith, President
Date: 1/31/95

GRANTEE:

FFCA CO-INVESTMENT LIMITED PARTNERSHIP, a Delaware limited partnership

By: FFCA Institutional Advisors, Inc., its managing general partner

By: Margaret J. Craft
Margaret J. Craft,
Vice President
Date: 1-30-95

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, Dena M. Usher, a Notary Public of said County and State, personally appeared E. Rhett Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of E.R. SMITH, INC., the general partner of SMITH FOODS II LIMITED PARTNERSHIP, the within named bargainor, a partnership, and that he as such officer executed the foregoing instrument for the purposes therein contained, by signing his name as President of E.R. SMITH, INC.

Witness my hand and seal this 31st day of January, 1995.

Dena M Usher
Notary Public

My Commission Expires: May 16, 1998

DENA M. USHER NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

STATE OF Arizona )
COUNTY OF Maricopa )

Before me, Michelle D Stewart, a Notary Public of said County and State, personally appeared Margaret J. Craft, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Vice President of FFCA Institutional Advisors, Inc. the general partner of FFCA Co-Investment Limited Partnership, the within named bargainor, a partnership, and that she as such officer executed the foregoing instrument for the purposes therein contained, by signing her name as Vice President of FFCA Institutional Advisors, Inc.

Witness my hand and seal this 30th day of January, 1995.

Michelle Stewart
Notary Public

My Commission Expires:

OFFICIAL SEAL
MICHELLE D. STEWART
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Dec. 11, 1997

EXHIBIT A

Land lying in Davidson County, Tennessee, being more particularly described as follows:

A tract of land in the First Civil District of Metropolitan Nashville, Davidson County, Tennessee; being all of Lot No. 3 as shown on the Final Plat of Wal-Mart Center as of record in Plat Book 6900, page 3, Register's Office for Davidson County, Tennessee and being more particularly described as follows:

Beginning at an existing iron pin on the easterly right-of-way of Lebanon Pike, U.S. Highway 70-N (R.O.W. varies); said iron pin being the common westerly property corner between Lots 2 and 3 as shown on the Final Plat of Wal-Mart Center; thence,

1. With the easterly right-of-way line of Lebanon Pike, North 31°04'00" East, as distance of 224.96 feet to an existing iron pin; thence

2. North 34°58'26" East, a distance of 94.97 feet to an existing iron pin; thence;

3. Leaving said right-of-way line and with the easterly property line of Lot No. 3, South 37°22'30" East, a distance of 206.24 feet to an existing P.K. nail in concrete gutter on the westerly right-of-way line of a Joint Access and Public Utility Easement (R.O.W. width varies) as of record in Deed Book 7141, page 120, Register's Office for Davidson County, Tennessee and as shown on said final plat; thence,

4. Southwesterly with the westerly right-of-way line of said easement and a 469.13 foot radius curve to the left a distance of 112.99 feet to a chiseled "X" in concrete gutter; said curve has a chord bearing a distance of South 12°29'00" West, 112.72 feet; thence.

5. South 05°35'00" West, a distance of 50.00 feet to an iron pin (set) at the common easterly property corner between Lots 2 and 3; thence,

6. Leaving the westerly right-of-way line of said easement, with the common property line between Lots 2 and 3, North 78°42'36" West, a distance of 271.75 feet to the point of beginning.

Together with an easement for ingress and egress and sign as set out in Book 7141, page 120, Register's Office for Davidson County, Tennessee, and as shown on the Plan of record in Book 6900, page 3, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to FFCA Co-Investment Limited Partnership, a Delaware Limited Partnership, by Deed of Record in Book 9005, page 780, Register's Office for Davidson County, Tennessee.

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