BOOK 9814 PG 1

21-A

Address New Owner:	Map-Parcel Number:	Send Tax Bills To:
USPS Crossings LLC 301 S. Perimeter Park Drive Suite 115 Nashville, Tennessee 37211	174-26	USPS Crossings LLC 301 S. Perimeter Park Drive, Suite 115 Nashville, Tennessee 37211

SPECIAL WARRANTY DEED

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

This Indenture, made as of the date set forth below, between ***HICKORY DOWNS DEVELOPMENT, INC.***, a Delaware corporation, of the County of Davidson and State of Tennessee, whose mailing address is c/o American General Land Development, Inc., 2929 Allen Parkway, 40th Floor, Houston, Texas 77019, Attn: Director of Real Estate ("Grantor"), and ***USPS CROSSINGS LLC***, a Tennessee limited liability company, of the County of Davidson and State of Tennessee, whose mailing address is 301 S. Perimeter Park Drive, Suite 115, Nashville, Tennessee 37211 ("Grantee").

WITNESSETH:

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 consideration is hereby confessed and acknowledged, has **GRANTED, BARGAINED, SOLD** and **CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL** and **CONVEY** to Grantee (a) that certain real property, more particularly described on **Exhibit "A"** attached hereto; and (b) all rights and appurtenances of Grantor pertaining thereto including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of-way.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to as the "Subject Property."

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters herein stated, (b) the matters set forth in **Exhibit "B"** attached hereto and incorporated by reference herein for all purposes, but only to the extent such matters are valid, subsisting and affect the Subject Property (the "Permitted

Prepared By:
Dow, Cogburn & Friedman, P.C.
2300 Nine Greenway Plaza
Houston, Texas 77046-0962

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Exceptions"), and (c) real estate taxes and standby fees for the year 1995 (which have been prorated as of the date hereof).

EXCEPT AS TO THE WARRANTY OF TITLE 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 OF 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. 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 rights and appurtenances thereunto in anywise belonging, unto 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 and 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 herein stated; and (b) taxes for the year 1995 which have been prorated as of the date hereof), 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.

Conveyance of the Subject Property is subject to the following:

1. **Repurchase Option.** Grantee has represented and warranted to Grantor, and Grantor has relied on such representation and warranty in connection with the conveyance of the Subject Property herein to Grantee, that Grantee shall commence construction of the commercial improvements contemplated to be constructed by Grantee (the "Improvements") on the Subject Property on or before ninety (90) days following the date hereof (the "Construction Commencement Date"). If Grantee has not, on or before the Construction Commencement Date (plus a period of time equal to the duration of delays caused by events not within the reasonable control of Grantee) commenced construction of the Improvements, then Grantor may require Grantee to reconvey the Subject Property to Grantor for an amount not to exceed the purchase price paid by Grantee for the purchase of the Subject Property (the "Purchase Price"), payable in cash at the closing of the repurchase of the Subject Property. Grantor shall not be obligated to (i) reimburse Grantee for any taxes or maintenance charges paid by Grantee with respect to the Subject Property or any other sums paid by Grantee in connection with the purchase of the Subject Property or (ii) pay Grantee any interest on the Purchase Price paid by Grantee.

If Grantee has not commenced construction of the Improvements on the Subject Property on or before the Construction Commencement Date, Grantor or its nominee shall have a period of nine (9) months after the required Construction Commencement Date (plus a period of time equal to the duration of delays caused by events not within the reasonable control of Grantee), to exercise the aforesaid option to purchase, provided that Grantee has not commenced construction of the Improvements on the Subject Property prior to Grantor's exercise of such repurchase option. Grantor shall be deemed to have exercised such repurchase option upon notifying Grantee, in writing, of its intent to exercise such repurchase option, provided that if Grantee commences construction of the Improvements prior to receipt of such notification from Grantor, Grantor shall no longer have the right to exercise such repurchase option. The repurchase shall occur within thirty (30) days after the date that Grantor exercises such repurchase option. Simultaneously with the payment of the Purchase Price to Grantee, Grantee shall execute and deliver a Special Warranty Deed to the Subject Property to Grantor or its nominee, subject only to the Permitted Exceptions and any other exceptions to which Grantor may have consented, in writing. Grantee shall also execute any other documents that may be necessary or required to reconvey the Subject Property to Grantor. The closing of the repurchase hereunder shall occur at Lawyers Title Insurance Corporation, through its agent, Boult, Cummings, Conners & Berry, 414 Union Street, Suite 1600, Nashville, Tennessee 37219, or other agent acceptable to Grantor, and the costs of closing shall be payable in accordance with local custom for the closing of similar transactions in Davidson County, Tennessee. Grantee hereby agrees that Grantor may have the right of specific performance against Grantee to enforce Grantor's preferential repurchase rights herein created and that any contract or sale made in violation of this Deed shall be null and void. For purposes of this provision, "commence construction" shall mean the

pouring of the foundation for the Improvements. This provision shall be binding on Grantee, its successors, and assigns.

Grantor agrees, upon Grantee's written request, to deliver to Grantee a duly executed and acknowledged release, releasing Grantor's option to repurchase the Subject Property for Grantee's failure to commence construction on or before the Construction Commencement Date in the event either: (i) Grantee commences construction on or before the Construction Commencement Date, and certifies to same in writing to Grantor, prior to the time Grantor exercises its option to purchase the Subject Property for Grantee's failure to commence construction on or before the Construction Commencement Date, or (ii) Grantor fails to exercise its option within the time and in the manner set forth herein.

2. **Right of First Refusal.** Grantor hereby reserves the exclusive right to repurchase the Subject Property from Grantee if Grantee does not desire to construct the Improvements on the Subject Property and intends to sell the Subject Property to any third party in its unimproved condition.

If Grantee offers the Subject Property for sale, exchange or other form of conveyance prior to the commencement of construction of the Improvements and Grantee shall have received an acceptable bona fide written offer (the "Sales Offer", which Sales Offer must state a purchase price payable in cash and/or on terms that can be matched by Grantor) for the sale of the Subject Property to a third party, Grantee shall first offer the Subject Property to Grantor, and Grantor shall have a period of thirty (30) days after Grantee shall have given Grantor notice and a copy of the Sales Offer in which to accept or reject Grantee's offer to repurchase the Subject Property. If Grantor accepts Grantee's aforesaid offer, Grantor shall repurchase the Subject Property on the same terms and conditions as contained in the Sales Offer or for cash, provided, however, in no event shall Grantor be obligated to pay as the purchase price in connection with said Sales Offer an amount in excess of the Purchase Price. If Grantor fails or refuses, within such thirty (30) day period, to give Grantee written notice as to whether Grantor accepts or rejects such offer, Grantor shall be deemed to have rejected such offer. The repurchase shall occur within thirty (30) days after the date that Grantor exercises such repurchase option. Simultaneously with the payment of the Purchase Price to Grantee, Grantee shall execute and deliver a Special Warranty Deed to the Subject Property to Grantor, subject only to the Permitted Exceptions, and any other exceptions which Grantor may have consented to or requested Grantee, in writing, to create. The closing of the repurchase hereunder shall occur at Lawyers Title Insurance Company, through its agent Boult, Cummings, Conners & Berry, 414 Union Street, Suite 1600, Nashville, Tennessee 37219, or other agent acceptable to Grantor, and the costs of closing shall be paid for as specified in the Sales Offer. Grantee hereby agrees that Grantor may have the right of specific performance against Grantee to enforce Grantor's preferential repurchase rights herein created and that any contract or sale made in violation of this Deed shall be null and void. If Grantor rejects Grantee's offer to sell the Subject Property, Grantee shall have a period of sixty (60) days from the date of Grantor's rejection to consummate the sale of the Subject Property to a third party on terms no more favorable than contained in the Sales Offer without again being required to offer the Subject Property to Grantor.

If Grantee commences construction and certifies the same in writing to Grantor, Grantor agrees, upon Grantee's written request, to deliver promptly to Grantee a duly executed and acknowledged release, releasing Grantor's right of first refusal as set forth herein.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 21 day of September, 1995.

HICKORY DOWNS DEVELOPMENT, INC., a Delaware corporation

By: _____
Name: Lawrence Kuntes
Title: President

"GRANTOR"

Signed, sealed and delivered
in the presence of:

Eleonia Kimani
Witness

_____
Witness

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

USPS CROSSINGS LLC, a Tennessee limited liability company

By: _____
Name: Carroll D. Sorrow
Title: CHIEF MANAGER

"GRANTEE"

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Witness

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $397,485.00.

Cam W. Ashworth
Affiant

Subscribed and sworn to before me this 2ND day of ~~September~~ October, 1995.

Bettie Jane Winston
Notary Public

My Commission Expires: 5/23/98

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally Lawrence Kuretas, President of **HICKORY DOWNS DEVELOPMENT, INC.**, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/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 21 day of September, 1995.

Print Name: Elsa Dominguez
(Notary Public)
My Commission Expires:
5-31-96

(AFFIX NOTARY SEAL)

ELSA DOMINGUEZ
Notary Public, State of Texas
My Commission Expires
MAY 31, 1996

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared CAMERON W. SORENSON 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 CHIEF MANAGER of **USPS CROSSINGS LLC**, the within named bargainor, a Tennessee limited liability company, and that he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/~~herself~~ as CHIEF MANAGER.

Witness my hand and seal of office this 2nd day of ~~September~~ OCTOBER, 1995.

Print Name: BETTIE JANE WINTON
(Notary Public)
My Commission Expires:
5/23/98

(AFFIX NOTARY SEAL)

BETTIE JANE WINTON NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE AT LARGE

O:\WPDOS\100195\1764\SWDEED02.SJT\0919951211

EXHIBIT "A"

Legal Description

Being a tract of land lying in Nashville, Davidson County, Tennessee, and being Tract One of the U.S. Post Office at The Crossings at Hickory Hollow, as of record in Plat Book 9700, page 36, at the Register's Office for Davidson County, Tennessee, and being the property of Hickory Downs Development, Inc., as of record in Deed Book 9534, page 423, and being bounded on the north and on the east by Hickory Downs Development, Inc. as of record in Deed Book 9534, page 423, on the south by Hickory Downs Development, Inc., as of record in Deed Book 9534, page 423, and by Lot 1 of the Revised Section Two, The Crossings at Hickory Hollow, as of record in Plat Book 7900, page 229, and being the property of First Security Bank of Utah, as of record in Deed Book 9663, page 235, and on the west by the east right-of-way line of Crossings Circle, and by Hickory Downs Development, Inc., as of record in Deed Book 9534, page 423, and being more particularly described as follows:

BEGINNING at an iron rod at a common corner in the east right-of-way line of Crossings Circle in the north property line of said Lot 1;

THENCE with the east right-of-way line of Crossings Circle North 38° 14' 18" East, 211.51 feet to an iron rod at a corner common with Hickory Downs Development, Inc.;

THENCE with Hickory Downs Development, Inc. South 54° 41' 53" East, 747.29 feet to an iron rod;

THENCE South 35° 18' 07" West, 211.23 feet to an iron rod;

THENCE North 54° 41' 53" West, 758.12 feet to the Point of Beginning.

CONTAINING 158,994 square feet (3.650 acres, more or less).

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO HICKORY DOWNS DEVELOPMENT, INC. BY DEED OF RECORD IN BOOK 9534, PAGE 423, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

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EXHIBIT "B"

Permitted Exceptions

1. 1995 taxes, a lien, which are not due and payable for Tax Parcel No. 174-26.

2. All matters shown on Plats recorded in Book 7900, page 39 and Book 7900, page 29, all of the Register's Office for Davidson County, Tennessee.

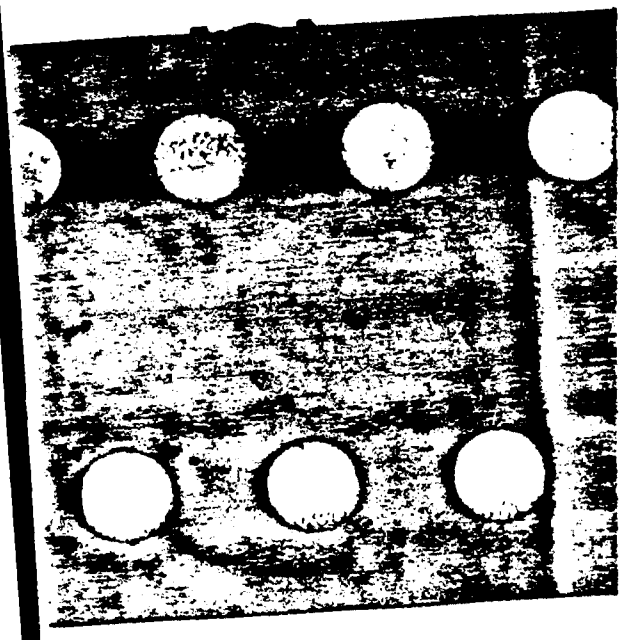
3. All covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 7963, page 145, as re-recorded in Book 7966, page 60, as amended by Book 8085, page 402 and Book 9730, page 957, of the Register's Office for Davidson County, Tennessee, and in any allied instruments referred to in such restrictions.

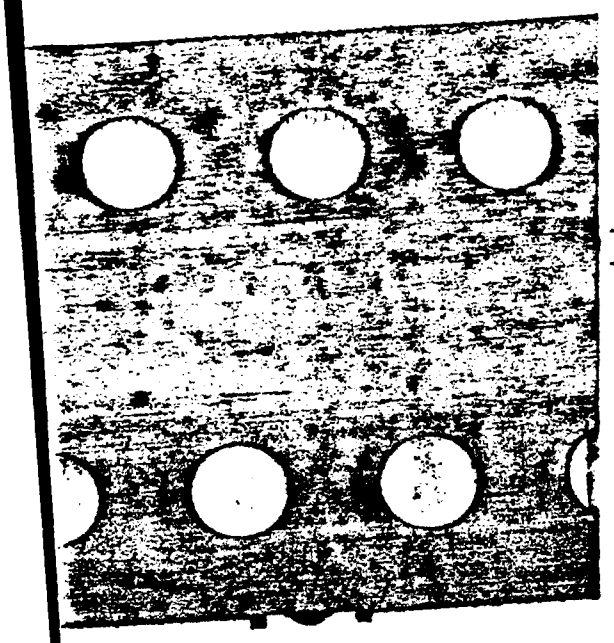
4. All matters shown on Plat recorded in Book 9700, page 36, including, without limitation, that certain twenty (20) foot wide N.E.S. easement along the northwesterly boundary of the Subject Property.

0107442
IDENTIF. ↑ REFERENCE

95 OCT -2 PM 4:15
FELIX Z. [illegible]
DAVIDSON COUNTY, TN.

1706 10/02 0101 03CHECK 1507.75





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

RECEIVED OF _____

FOR _____

BOOK 9814 PG 10

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 397485.00
CON TX 1470.75
PRFEE 1.00
WDEED 36.00
TOTAL 1507.75
CHECK 1507.75

10/02/95 01 16:15 0001 1706

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0107442
IDENTIF. ↑ REFERENCE

95 OCT -2 PM 4:15
FELIX Z. WILSON II REGIS
DAVIDSON COUNTY, TN.

No. 960497