50-A (SGT)

This Instrument prepared by:
Stokes & Bartholomew, P.A.
424 Church Street, Suite 2800
Nashville, Tennessee 37219

BOOK 10006 PG 91

ADDRESS NEW OWNER:	SEND TAX BILL TO:	MAP-PARCEL
AMBE CO., LLC 1404 Dickerson Road Nashville, Tennessee 37207	Same	Map 26, Portion of Parcels 72 and 119

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **NORTH CREEK ASSOCIATES, LTD. LCC, L. P.**, a Tennessee limited partnership, formerly known as North Creek Associates, Ltd. (the "**Grantor**"), has bargained and sold, and by these presents does transfer and convey unto **AMBE CO., LLC**, a Tennessee limited liability company (the "**Grantee**"), its successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in **EXHIBIT A**, which is attached hereto and incorporated herein by this reference (the "**Property**").

This conveyance of the Property, and all covenants and warranties of Grantor contained herein, are made expressly subject to those matters set forth on **EXHIBIT B**, which is attached hereto and incorporated herein by this reference.

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

Grantor covenants and binds itself, and its successors and assigns, to warrant specially and forever defend the title to the Property to the said Grantee, its successors and assigns, against the lawful claims arising through or under the Grantor, but not further or otherwise.

0168237
IDENTIF. ↑ REFERENCE

96 APR -8 AM 8:49
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed this 4th day of April, 1996.

NORTH CREEK ASSOCIATES, LTD. LCC, L.P.

By: AFPC Equity Investors, Ltd.,
General Partner

By: W. Gerald Ezell
W. Gerald Ezell, General Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of said county and state, personally appeared W. Gerald Ezell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the General Partner of AFPC Equity Investors, Ltd., a Tennessee limited partnership, the general partner of Grantor and is authorized by AFPC Equity Investors, Ltd., as general partner of Grantor, to execute this instrument on behalf of the Grantor.

Witness my hand, at office, this 4th day of April, 1996.

Julia V Roberts
Notary Public

My Commission Expires: 1/25/97

JULIA V. ROBERTS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $322,760.00.

Affiant

Subscribed and sworn to before me this 4th day of April, 1996.

PERCY WILKINS JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. EX. 7/27/98

Notary Public

My Commission Expires: _____

EXHIBIT A

A tract of land in the 2nd Civil District of Nashville-Davidson County, City of Goodlettsville, Tennessee, being Lot 11 on the plan entitled "Northcreek Commons - Section Eight" of record in Plat Book 8250, Page 550, R.O.D.C., Tennessee (the "**Plat**"), being more particularly described according to a survey dated March 18, 1996, last revised March 21, 1996, prepared by John O. Spry, Tenn. R.L.S. # 727, Ragan-Smith Associates, Inc., Project No. 77-263 (the "**Survey**") as follows:

Beginning at an existing concrete monument in the westerly right-of-way of Northcreek Boulevard (90-foot right-of-way); said concrete monument being the south end of the southwest return curve at the intersection of Northcreek Boulevard and Northgate Circle (90-foot right-of-way); thence,

1. With the westerly right-of-way of Northcreek Boulevard, S 01° 30' 00" E a distance of 75.00 feet to an existing concrete monument; thence,

2. Southeasterly with said right-of-way and a 1497.16-foot radius curve to the left, a distance of 119.67 feet to an iron pin (set); said curve has a chord bearing and distance of S 03° 47' 24" E 119.638 feet; thence

3. Leaving said right-of-way with the northerly property line of Lot 12 on the plan entitled "Northcreek Commons - Section Eight" of record in Plat Book 8250, Page 550, R.O.D.C., Tennessee, S 83° 55' 13" W a distance of 300.00 feet to an iron pin (set); said iron pin being in the easterly boundary line of Northcreek Commons - Section Three of record in Book 6900, Page 675, R.O.D.C., Tennessee; thence,

4. With the easterly boundary line of aforesaid tract, N 22° 32' 42" E a distance of 25 feet to an existing iron pin; said iron pin being the southeast boundary corner of Northcreek Commons - Section Six of record in Plat Book 7900, Page 598, R.O.D.C., Tennessee; thence,

5. With the easterly boundary line of aforesaid tract, N 12° 49' 13" E a distance of 299.63 feet to an existing concrete monument in the southerly right-of-way of Northgate Circle; thence,

6. With the southerly right-of-way of Northgate Circle, S 58° 00' 00" E a distance of 46.46 feet to an existing concrete monument; thence,

7. Southeasterly with said right-of-way and a 364.93-foot radius curve to the left, a distance of 154.90 feet to an existing concrete monument at the north end of the southwest return curve at the intersection of Northgate Circle and Northcreek Boulevard; said curve has a chord bearing and distance of S 74° 45' 00" E 152.704 feet; thence,

8. Southeasterly, with said right-of-way and a 25-foot radius curve to the right, a distance of 39.27 feet to the point of beginning, said curve has a chord bearing and distance of S 46° 30' 00" E 35.355 feet.

The above tract contains 64,552 square feet or 1.482 acres, more or less, as calculated by the above courses which were determined within the precision requirements of an ALTA/ACSM "Urban" Survey.

Being part of the same property conveyed to North Creek Associates, Ltd., now known as North Creek Associates, Ltd. LCC, L. P., by deed from Ervin M. Entrekin, Trustee, of record in Book 6654, page 95, Register's Office for Davidson County, Tennessee.

EASEMENT 1

TOGETHER WITH a certain non-exclusive appurtenant ingress/egress easement being located on a tract of land in the 2nd Civil District of Metropolitan Nashville, Davidson County, Tennessee, also in the City of Goodlettsville, Tennessee, known as Lot 1 ("**Lot 1**") on the Final Plat of "Northcreek Commons - Section Six" of record in Plat Book 7900, page 598, R.O.D.C., Tennessee and more particularly described according to the Survey as follows:

Beginning at a point in the southerly right of way margin of Northgate Circle, a 90-foot public right of way; said point being 24.50 feet northwest from the northeast corner of Lot 1, Section Six, Northcreek Commons of record in Plat Book 7900, page 598, Register's Office for Davidson County, Tennessee, thence,

1. Leaving Northgate Circle with a curve to the left having a radius of 78.55 feet, an arc length of 26.29 feet, and a chord bearing and distance of S 22°24'37" W, 26.17 feet to a point; Thence,

2. S 12°49'13" W, 28.98 feet to a point; Thence

3. With a curve to the left, southeasterly, having a radius of 15.00 feet, an arc length of 23.56 feet, and a chord bearing and distance of S 32°10'47" E, 21.21 feet to a point; Thence

4. S 77°10'47" E, 12.50 feet to a point in the easterly line of Lot 11, Section Eight, Northcreek Commons of record in Plat Book 8250, page 550, R.O.D.C., Tennessee; Thence,

5. With the easterly line of Lot 11, S 12°49'13" W, 25.00 feet to a point; Thence

6. N 77°10'47" W, 12.50 feet to a point; Thence

7. With a curve to the left, southwesterly, having a radius of 15.00 feet, an arc length of 23.56 feet, and a chord bearing and distance of S 57°49'13" W, 21.21 feet to a point; Thence

8. N 77°10'47" W, 25.00 feet to a point; Thence

9. N 12°49'13" E, 83.98 feet to a point; Thence

10. With a curve to the right, northeasterly, having a radius of 103.55 feet, an arc length of 34.66 feet, and a chord bearing and distance of N 22°24'37" E, 34.50 feet to a point in the southerly right of way of Northgate Circle; Thence,

11. With the southerly right of way of Northgate Circle, S 58°00'00" E, 25.00 feet to the Point of Beginning, containing 3,646 square feet more or less.

Being a part of the same property conveyed to North Creek Associates, Ltd., now known as North Creek Associates, Ltd. LCC, L.P., by deed of record in Book 6782, page 335, R.O.D.C., Tennessee.

In connection with such easement, any improvements constructed thereon shall comply with applicable requirements of the City of Goodlettsville and such like requirements of the Restrictions (as defined on Exhibit B attached hereto) and shall not be constructed in any way so as to prohibit use thereof by the owner of Lot 2 ("**Lot 2**") on the Final Plat of Northcreek Commons - Section Six, of record in Book 7900, page 598, R.O.D.C., Tennessee pursuant to the ingress/egress easement granted to the owner of Lot 2 in the deed of record in Book 9093, page 987, R.O.D.C., Tennessee or the extension of said improvements by the owner of Lot 2 to the boundary line of Lot 2 nor shall any improvements be constructed so as to prohibit the use and/or extension thereof by the owner of Lot 1 (the "**Lot 1 Owner**"). Grantee shall bear the full cost and responsibility of installing, maintaining, repairing and/or replacing all improvements on said easement in order to keep the same in good and attractive condition; provided that, if the Lot 1 Owner constructs a building on Lot 1 and incorporates the improvements constructed by Grantee within the foregoing easement, then the Lot 1 Owner shall assume responsibility for the costs of such incorporation and thereafter shall assume responsibility for maintaining, repairing, and/or, if necessary, replacing all improvements on said easement. Thereafter, Grantee will be responsible for one-half of the costs incurred by the Lot 1 Owner in connection with such maintenance, repair and/or replacement. Grantee shall pay to the Lot 1 Owner its share of such costs within thirty (30) days after receipt of an invoice for same, supported by reasonable documentation indicating that the maintenance, repair and/or replacement has been performed. In the alternative, the Lot 1 Owner may, prior to commencement of maintenance, repair and/or replacement, require that the Grantee escrow funds for such maintenance, repair and/or replacement if the cost thereof is estimated by the Lot 1 Owner to exceed $2,000.00. The Lot 1 Owner shall consult Grantee on the need for maintenance, repair, and/or replacement of the improvements within the easement prior to undertaking same. If either party fails to pay its share of the costs for maintenance, repair and/or replacement of the improvements within the foregoing easement, then the other party shall be permitted to pay such amounts which shall be secured by a lien against the other's property (the Property in the case of Grantee's failure to pay, and Lot 1 in the case of the Lot 1 Owner's failure to pay) subordinate to the liens of any mortgages on either party's property, enforceable in accordance with Tennessee law. Notwithstanding anything contained herein to the contrary, the Lot 1 Owner may construct road or other improvements within the granted easement as long as the same do not materially adversely affect access by the Grantee to the Property.

Further Grantee shall indemnify and hold Grantor harmless from and against any damages, claim, loss, liability or expense (including attorneys' fees) incurred by Grantor in connection with the use and enjoyment of such easement by Grantee, its invitees, agents, employees, guests and other parties or in connection with the failure by Grantee to comply with the covenants contained herein. Likewise, the Lot 1 Owner shall indemnify and hold Grantee harmless from and against any damages, claim, loss, liability or expense (including attorneys' fees) incurred by Grantee in connection with the use and enjoyment of such easement by the Lot 1 Owner, its invitees, agents, employees, guests and other parties or in connection with the failure by the Lot 1 Owner to comply with the covenants contained herein. Grantee agrees to the foregoing covenants by acceptance of this deed and further agrees that the same shall constitute covenants running with the land which are binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The prevailing party in any action to enforce covenants contained in this and the foregoing paragraph shall be entitled to recover from the other expenses incurred in such enforcement action, including, but not limited to, reasonable attorneys' fees.

EASEMENT 2

TOGETHER WITH a certain non-exclusive appurtenant ingress/egress easement (the "**Easement**") being located on a tract of land in the 2nd Civil District of Metropolitan Nashville, Davidson County, Tennessee, also in the City of Goodlettsville, Tennessee, being a 17.5 ' x 70' portion of the "35' x 70' Ingress/Egress and P.U. & Drainage Esm't" on Lot 12 ("**Lot 12**") as depicted on the Survey and the Plat, to which reference is made for a more complete description. Grantor reserves for itself and its successors and assigns, as the owner of Lot 12, a non-exclusive appurtenant ingress/egress easement, being the 17.5' x 70' portion of the "35' x 70' Ingress/Egress and P.U. & Drainage Esm't" on the Property (Lot 11) as depicted on the Survey and the Plat (the "**Reserved Easement**"). The intention of the parties is to create a joint ingress/egress drive within the Easement and the Reserved Easement for the use and benefit of both Lot 11 and Lot 12.

In connection with the Easement and the Reserved Easement, any improvements constructed thereon by Grantee shall comply with applicable requirements of the City of Goodlettsville and such like requirements of the Restrictions (as defined on Exhibit B attached hereto) and shall not be constructed in any way so as to prohibit use thereof by the owner of Lot 12 (the "**Lot 12 Owner**"). Grantee shall bear the full cost and responsibility of installing, maintaining, repairing and/or replacing all improvements on said Easement and the Reserved Easement in order to keep the same in good and attractive condition; provided that, if the Lot 12 Owner constructs a building on Lot 12 and regularly uses the improvements constructed by Grantee within the foregoing Easement and Reserved Easement, then the Lot 12 Owner shall reimburse Grantee for one-half of Grantee's costs of installing such improvements and thereafter shall assume responsibility for maintaining, repairing, and/or, if necessary, replacing all improvements on the Easement, and Grantee shall be responsible only for the maintenance, repair and/or replacement of all improvements within the Reserved Easement. Reimbursement by the Lot 12 Owner to Grantee for installation costs shall be a prerequisite to the commencement by the Lot 12 Owner of regular use of the improvements within the Reserved Easement and the Easement. If either party fails to reasonably maintain, repair, and/or replace its respective improvements, then the other party may maintain, repair and/or replace same and seek reimbursement for the costs incurred in doing so, and if not reimbursed, then shall have a lien against the other's property (the Property in the case of Grantee's failure to reimburse and Lot 12 in the case of the Lot 12 Owner's failure to reimburse) subordinate to the liens of any mortgages on either party's property, enforceable in accordance with Tennessee law.

Further Grantee shall indemnify and hold Grantor harmless from and against any damages, claim, loss, liability or expense (including attorneys' fees) incurred by Grantor in connection with the use and enjoyment of such Easement by Grantee, its invitees, agents, employees, guests and other parties or in connection with the failure by Grantee to comply with the covenants contained herein. Likewise, the Lot 12 Owner shall indemnify and hold Grantee harmless from and against any damages, claim, loss, liability or expense (including attorneys' fees) incurred by Grantee in connection with the use and enjoyment of the Reserved Easement by the Lot 12 Owner, its invitees, agents, employees, guests and other parties or in connection with the failure by the Lot 12 Owner to comply with the covenants contained herein. Grantee agrees to the foregoing covenants by acceptance of this deed and further agrees that the same shall constitute covenants running with the land which are binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The prevailing party in any action to enforce covenants contained in this and the foregoing paragraph shall be entitled to recover from the other expenses incurred in such enforcement action, including, but not limited to, reasonable attorneys' fees.

EXHIBIT B

1. Real Estate Taxes for 1996 which have been prorated with Grantor receiving a credit for the taxes due for the remainder of 1996, and Grantor covenants that Grantor will pay such taxes.

2. All matters shown on the Plan of record in Book 8250, page 550, Register's Office for Davidson County, Tennessee.

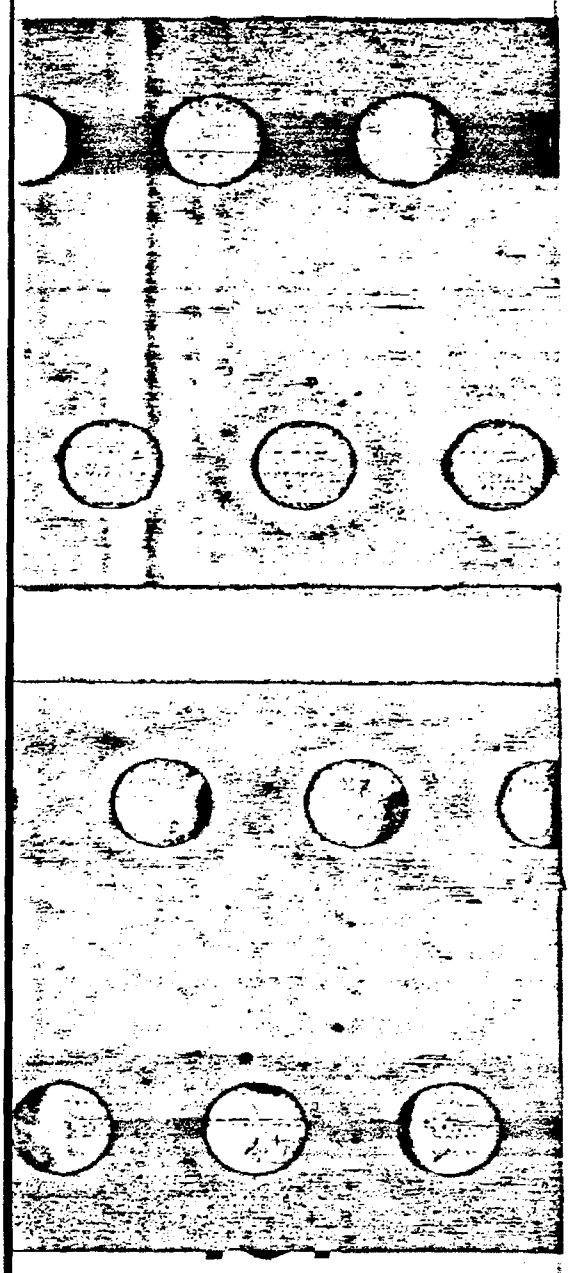
3. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record in Book 7118, page 938, as amended of record in Book 7245, page 958, Book 8195, page 337, and Book 9780, page 183, Register's Office for Davidson County, Tennessee (the "**Restrictions**").

4. Subject to the liens of any unpaid assessments and/or special assessments.

5. Rights of others in and to the common areas.

6. All matters shown on the ALTA/ACSM Land Title Survey dated March 18, 1996, last revised March 21, 1996, prepared by J. O. Spry, Tenn. R.L.S. # 727, Ragan-Smith-Associates, Inc., 315 Woodland Street, Nashville, Tennessee 37206.

7148 04/08 0101 03CHECK 1223.22



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10006 PG 98

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
322760.00
CON TX 1194.22
PRFEE 1.00
WDEED 28.00
TOTAL 1223.22
CHECK 1223.22

04/08/96 01 08:50 0001 7148

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0168237
IDENTIF. ↑ REFERENCE

96 APR -8 AM 8:49
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1025136