Box 435

BOOK 10974 PG 165

SPECIAL WARRANTY DEED

FROM: W. Fred Williams, Trustee for the Benefit of Highwoods/Tennessee Holdings, L.P., Grantor

TO: Nashville/Lakeview Hotel, L.L.C., a Tennessee limited liability company, Grantee

This instrument was prepared by:
Lea W. Stouffer
Farris, Warfield & Kanaday, PLC
Suite 1900
SunTrust Center
Nashville, Tennessee 37219

Address New Owner(s) as Follows:

6141 Walnut Grove Road
Suite 200
Memphis, TN 38120

Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes

Same

Map-Parcel Numbers

Map 95-16, Parcel 40

98 JUN 11 PM 4:18

IDENTIFICATION REFERENCE

0449547

STATE OF TENNESSEE)

COUNTY OF SHELBY)

The actual consideration or value, whichever is greater, for this transfer is Eight Hundred Seventy Five Thousand Five Hundred Fifty Six and No/100 Dollars ($875,556.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 10th day of June, 1998.

Notary Public

My Commission Expires: April 13, 1999

FOR AND IN CONSIDERATION OF the sum of Eight Hundred Seventy Five Thousand Five Hundred Fifty Six and No/100 Dollars ($875,556.00), the receipt and

sufficiency of which are hereby acknowledged, W. Fred Williams, Trustee for the Benefit of Highwoods/Tennessee Holdings, L.P., (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto Nashville/Lakeview Hotel, L.L.C., a Tennessee limited liability company (the "Grantee"), its successors and assigns a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is unimproved property known as 2640 Elm Hill Pike, Nashville, Tennessee 37214.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

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

Conveyance of the Property is subject to the following:

1. Concurrent Agreement. The rights of Grantor set forth in that certain Concurrent Agreement of even date herewith by and between Grantor and Grantee and recorded concurrently herewith (the "Concurrent Agreement"). Grantor expressly reserves any and all rights granted to Grantor pursuant to the Concurrent Agreement.

2. Restrictions. Grantee acknowledges that the Property is and will be subject to that certain Declaration of Reciprocal Easements and Restrictive Covenants, of record in Book 6677, page 218, Register's Office for Davidson County, Tennessee, as amended by that certain First Amendment to Declaration of Reciprocal Easements and Restrictive Covenants, of record in Book 7070, page 707, said Register's Office, as

further amended by that certain Second Amendment to Declaration of Reciprocal Easements and Restrictive Covenants, of record in Book 10716, page 473, said Register's Office, and as further amended by that certain Third Amendment to Declaration of Reciprocal Easements and Restrictive Covenants, of record in Book 10974, page 162, said Register's Office (as amended, the "Restrictions"), all of which Restrictions shall control the development of the Property. Grantee and its successors and assigns will be required to follow the procedures set forth in the Restrictions and shall be bound by the Restrictions in its development of the Property and the construction of the Hotel thereon. The Restrictions shall be obligations that run with the land and are binding upon the Property.

Grantor does covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to the Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

Witness my hand this 10th day of June, 1998.

W. Fred Williams, Trustee

W. Fred Williams, Trustee, under that certain Amended and Restated Trust Agreement effective as of November 27, 1996 by and between Highwoods/Tennessee Holdings, L.P. and W. Fred Williams

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Kay Fuller, a Notary Public of said County and State, personally appeared W. Fred Williams, Trustee for the benefit of Highwoods/Tennessee Holdings, L.P., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be W. Fred Williams, Trustee for the benefit of Highwoods/Tennessee Holdings, L.P., the within named bargainor, and that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, this 10th day of June, 1998.

Kay Fuller
Notary Public

My Commission Expires: 9-23-2000

NOTARY PUBLIC AT LARGE

EXHIBIT A

Property Description

Being a parcel of land in Nashville, First Civil District, Fourteenth Councilmanic District, Davidson County, Tennessee located on the northerly side of Elm Hill Pike at Heney Drive being Lot No. 5 as shown on the Plan of Second Revision, Phase II, Lakeview Ridge Office Park as of record in Book 9700, page 585, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the northerly right-of-way line of Elm Hill Pike, said point being westerly 80 feet from the centerline of Heney Drive;

THENCE with said right-of-way line with a curve to the left 250.37 feet to a point, said curve having a central angle of 14° 21' 38", a radius of 998.93 feet, a tangent of 125.84 feet, and a chord of N 86° 11' 55" W, 249.72 feet;

THENCE, leaving said right-of-way line N 10° 34' 23" W, 546.39 feet to a point;

THENCE, with a southerly line of Perry Heights as of record in Book 2900, page 18, R.O.D.C., N 68° 28' 55 E, 252.30 feet to a point;

THENCE, with a westerly line of said Perry Heights, S 10° 03' 56" E, 656.31 feet to the point of beginning.

Containing 145,926 square feet or 3.35 acres, more or less.

Being part of the same property conveyed to W. Fred Williams, Trustee by deed of record in Book 10273, page 901, Register's Office for Davidson County, Tennessee.

The above description was taken from a survey by Wendell H. Talley, TN Lis. No. 785, of Barge, Waggoner, Sumner and Cannon, Inc., 162 Third Avenue North, Nashville, TN 37201 dated June 16, 1997 and last revised June 10, 1998.

EXHIBIT B

Encumbrances

1. Taxes for 1998, a lien, but not yet due and payable.

2. Sanitary sewers and/or storm drainage easement and any temporary easement(s) as set forth in instrument recorded in Book 4671, page 267, Register's Office for Davidson County, Tennessee.

3. All matters shown on Plat recorded in Book 9700, page 420, said Register's Office, and on Plat of Second Revision, Phase II, Lakeview Ridge Office Park, of record in Plat Book 9700, page 585, Register's Office for Davidson County, Tennessee.

4. Declaration of Reciprocal Easements and Restrictive Covenants of record in Book 6677, page 218, said Register's Office, as amended in Book 7070, page 707, as amended in Book 10716, page 473, said Register's Office.

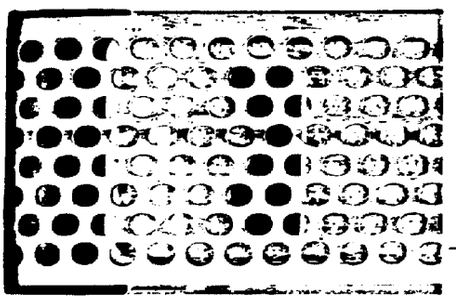
5. Slope and Drainage Easement as set forth in instrument recorded in Deed Book 4915, page 452, said Register's Office.

6. Sanitary sewers and/or storm drainage easement and any temporary construction easement(s) as set forth in instrument recorded in Book 4807, page 934, said Register's Office.

7. The following matters shown on the Survey prepared by Barge, Waggoner, Sumner and Cannon, Inc., File No. 9040-07, dated June 16, 1997, last revised June 8, 1998: (a) creek crossing in the northerly portion of the Property, (b) proposed change in location of sanitary sewer and drainage easement on northwesterly portion of Property, (c) proposed sanitary sewer manhole and TP in the northwesterly portion of Property, (d) shaded area of sanitary sewer easement in the northwesterly portion of Property to be abandoned, (e) approximate location of fencing along easterly line of Property, (f) location of proposed shared parking and ingress/egress easement on southeasterly portion of Property, (g) location of recorded sanitary sewer and/or drainage easements, (h) 12" conc. headwall, 42" RCP, 30" RCP, GW , 8" Column (typ) and PTP in the southerly portion of the Property, and (i) hatched area to be dedicated in the northwesterly portion of the Property.

9696 06/11 01:01 03CHECK 3264.55

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



RECEIVED OF _____

FOR _____

BOOK 10974 PG 171

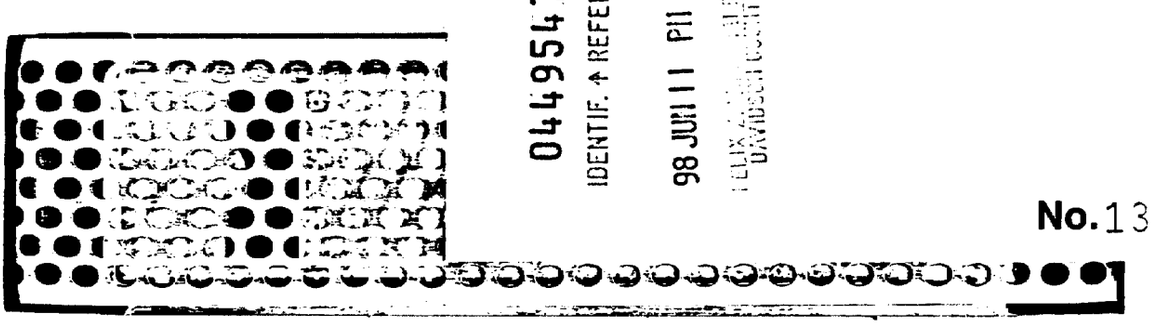
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 875556.00
CON TX 3239.55
PRFEE 1.00
WDEED 24.00
TOTAL 3264.55
CHECK 3264.55

06/11/98 01 16:17 0001 9696

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0449547
IDENTIF. # REFERENCE

98 JUN 11 PM 4:18

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1305574