Boy 36

BOOK 11053 PAGE 871

SPECIAL WARRANTY DEED

FROM: Nashville Kinnard's Corner Associates, L.P., Grantor

This instrument was prepared by:
Jack K. Feirman, Esq.
Wien & Malkin, LLP
60 East 42nd Street, 48th Floor
New York, New York

TO: Norman W. Ginsberg as to a 91.0% undivided interest, Elizabeth Tannenbaum, as to a 3.0% undivided interest, Betty Ginsberg Anderson as Trustee of the Betty Ginsberg Anderson Trust as to a 3.0% undivided interest and Karen G. King as to a 3.0% undivided interest, as tenants in common, Grantees

10165

Address New Owner(s) as Follows: c/o	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
The Blackstone Company 210 25th Avenue North Nashville, TN 37203	(same)	104-16-05300

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) ss:

The actual consideration or value, whichever is greater, for this transfer is Two Million Nine Hundred Thousand Dollars ($2,900,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 4th day of August, 1998.

Notary Public

My Commission Expires: 11-25-2000

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars ($10.00), and other valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, Nashville Kinnard's Corner Associates, L.P. (the "Grantor") has bargained and sold, and by these presents does transfer and covey unto (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").

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.

And Grantor does covenant with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title, except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject, 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.

Witness my hand as of the 5th day of August, 1998.

NASHVILLE KINNARD'S CORNER

ASSOCIATES, L.P.

By _____

Peter L. Malkin, General Partner

STATE OF NEW YORK)
COUNTY OF NEW YORK)

Before me, Lois B. Gordon, a Notary Public of said County and State, personally appeared Peter L. Malkin, 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 General Partner of Nashville Kinnard's Corner Associates, L.P., the within named bargainor, a limited Partnership, and that Peter L. Malkin as such General Partner executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as General Partner.

Witness my hand and seal, at Office in New York, this 4th day of August, 1998.

Notary Public

My Commission Expires:_____

LOIS B. GORDON
Notary Public State of New York
No. 24-4816340
Qualified in Kings County
Commission Expires January 31, 1999

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Kinnard and Mathias Subdivision of record in Book 5190, page 578, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.

Being the same property conveyed to Nashville Kinnard's Corner Associates, a Tennessee limited partnership, by Special Warranty Deed from Blair-21 Company, a Tennessee general partnership, of record in Book 6369, page 383, Register's Office for Davidson County, Tennessee.

First American Title Insurance Company

~~COMMITMENT~~
Exhibit
~~SCHEDULE~~ B - ~~Section 2~~

BOOK 11053 PAGE 875

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Rights or claims of parties in possession not shown by the public records.

3. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.

4. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.

5. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

6. Any lien or right to a lien for services, labor or material imposed by law and not shown by the public records.

7. Taxes and assessments for 1998 and subsequent years, a lien, but not yet due and payable.

8. Matters shown on Plan of record in Book 5190, page 578, Register's Office for Davidson County, Tennessee.

9. Agreement of Lease by and between Blair-21 Company, Lessor, and PTS, Inc. and Robert D. House and Samuel H. Pearsall, Lessees, dated July 21, 1981, of record in Book 5863, page 288, Register's Office for Davidson County, Tennessee, and assigned to Nashville City Bank and Trust Co. by instrument of record in Book 5864, page 362, in said Register's Office.

10. Lease Agreement by and between Ashwood Church of Christ, an unincorporated association, and Blair 21 Company, a partnership, dated July 28, 1982, of record in Book 5917, page 664, Register's Office for Davidson County, Tennessee. NOTE: None of the signatures to this agreement are acknowledged.

11. Assignment and Assumption of Leases dated August 28, 1984, by and between Blair/21 Company, a Tennessee general partnership, Assignor, and Nashville Kinnard's Corner Associates, a Tennessee limited partnership, Assignee, of record in Book 6369, page 388, in said Register's Office.

12. Memorandum of Lease dated August 28, 1984, between Nashville Kinnard's Corner Associates, lessor, and Nashville Corporate Center Company, Lessee, of record

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

in Book 6369, page 393, as modified by Memorandum of First Lease Modification Agreement, of record in Book 8065, page 93, Register's Office for Davidson County, Tennessee.

13. Assignment and Assumption dated August 28, 1984, by and between Nashville Kinnard's Corner Associates, Assignor, and Nashville Corporate Center Company, Assignee, of record in Book 6369, page 398, in said Register's Office.

14. Easement for Use of an Alley between Kinnard and Associates, Grantors, and Trustees of Ashwood Church of Christ, Grantees, of record in Book 5712, page 243, in said Register's Office.

15. Easement for Use of an Alley between Kinnard and Associates, Grantors, and Trustees of Ashwood Church of Christ, Grantees, of record in Book 5752, page 786, in said Register's Office.

16. Agreement for Dedication of Easement for sanitary sewers and/or storm drainage granted Metropolitan Government of Nashville and Davidson County, of record in Book 5842, page 386, in said Register's Office.

17. Certificate of Limited Partnership of Nashville Kinnard's Corner Associates of record in Book 6295, page 941, as amended in Book 6387, page 449, in Book 6484, page 613, in Book 6495, page 472, in Book 6585, page 430, in Book 6657, page 63, in Book 7253, page 531, and in Book 7766, page 482, Register's Office for Davidson County, Tennessee.

047142
IDENTIF. ↑ REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

(i) Real estate taxes, unpaid installments of assessments, water and sewer charges, business improvement district assessments, if any, which are or may become liens upon the Real Property and which are not due and payable as of the Closing Date;

(ii) Any state of facts has shown on the survey dated June 18, 1998 prepared by Dale and Associates, and any additional state of facts an inspection of the Real Property would reveal, provided the same does not prevent of the use of the Building and other Improvements for the uses permitted by the Certificate(s) of Occupancy issued for the Real Property and in effect on the date of this Agreement.

(iii) The Operating Lease; "Operating Lease" means that certain Lease, dated, as of August 28, 1984, between Nashville Kinnard's Corner Associates, as Landlord, and Nashville Corporate Center Company, as Tenant, a Memorandum of which was recorded on August 29, 1984, in Book 6369, page 393 *et seq.* of the records of the Register of Davidson County, Tennessee, a copy of which has been provided by the Fee Owner to the Purchaser.

(iv) The Subleases and the rights and claims of persons in possession of the Real Property or any portion thereof;

(v) Zoning resolutions, ordinances and regulations and other statutes, codes and regulations regulating the use and occupancy of real estate, including environmental protection laws in the City of Nashville, Tennessee;

(vi) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, transmission towers, conduits, cable boxes and related equipment on, over, under and adjoining the Premises;

(vii) Judgments against the Fee Owner and/or the Operating Lessee or any prior owner of the Premises, provided that a title insurance company licensed to do business in the State of Tennessee is willing to insure against collection of such judgments out of the Real Property;

(viii) Unpaid corporate franchise taxes or other unincorporated business taxes of any prior owner of the Real Property (or any portion thereof), provided that a title insurance company licensed to do business in the State of Tennessee is willing to insure against collection of such taxes out of the Real Property;

(ix) Consents by any former owner of the Real Property for the erection of any structure or structures on, under or above any street on which the Premises may abut;

(x) Union contracts, if any;

(xi) Public and private easements, restrictions, agreements and covenants of record, provided the same do not prevent the use or continued use of the Building and other Improvements (i) for the uses permitted by the Certificate of Occupancy, if any, issued for the Building and other Improvements and in effect on the date of this Agreement or (ii) if no Certificate of Occupancy has been issued for the Building and other Improvements, for the uses to which the Real Property is being put on the date of this Agreement;

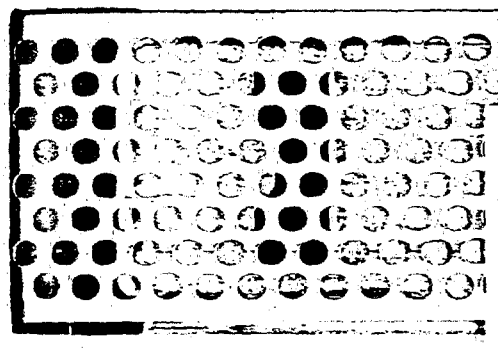
(xii) Any mechanic's or materialman's lien or other statutory lien which is the responsibility of any tenant under a Lease to discharge;

(xiii) Possible lack of right to maintain, vaults, chutes, fences, retaining walls and other installations encroaching beyond the property line of the Premises;

(xiv) Except as may hereinafter be provided, and whether or not the same are deemed by local law to affect the quality of title to real property, violations, whether or not noted or issued, of any or all building, fire, safety and other laws, codes, ordinances and regulations and liens arising out of any of the foregoing which may affect the Real Property on the Closing Date;

(xv) Plan of record recorded in Book 5190, page 578 *et seq.* of the records of the Register of Davidson County, Tennessee; and

3083 08/05 0101 03CHECK 10765.00



OFFICIAL RECEIPT

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

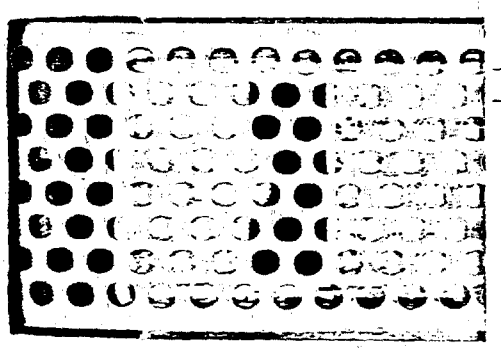
RECEIVED OF _____

FOR _____

BOOK 11053 PAGE 879

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 2900000.00
				CON TX 10730.00
				PRFEE 1.00
				WDEED 32.00
				CFEE 2.00
				TOTAL 10765.00
				CHECK 10765.00
			08/05/98 01	14:55 0001 3083



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. ← REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1328675