THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC (JST)
2700 First American Center
Nashville, Tennessee 37238

SPECIAL WARRANTY DEED

BOOK 11495 PG. 916

Address New Owner:	Send Tax Bills To:	Map/Parcel Nos.
GH Company, LLC c/o Rochford Realty and Construction Co., Inc. 2200 Abbott Martin Road Nashville, TN 37215	SAME	Map 117-10 Parcel 140

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GREEN HILLS COMMONS, LLC, a Tennessee limited liability company (the "Grantor") has bargained and sold, and hereby transfers and conveys, to GH COMPANY, LLC, a Tennessee limited liability company, and its successors and assigns (collectively, "Grantee"), certain real property in Davidson County, Tennessee (the "Property"), more particularly described as follows:

BEING Lot 3 on the plat of Resub. - Lot 2, Green Hills Commons, as of record in Plat Book 11190, page 64, Register's Office for Davidson County, Tennessee (the "Resubdivision Plat"), to which Resubdivision Plat reference is here made for a more complete description of said lot.

The Resubdivision Plat was prepared by William C. Cockrill, Tenn. RLS No. 1401, Crawford Land Surveyors, P.C., 1929 21st Avenue South, Nashville, Tennessee 37212.

BEING PART OF THE SAME property conveyed to Grantor by deed from BellSouth Telecommunications, Inc., a Georgia corporation, of record Book 10216, page 69, Register's Office for Davidson County, Tennessee.

TOGETHER WITH easements appurtenant thereto as described in instruments of record in Book 4315, page 556, in Book 5786, page 809 and in Book 11495, page 897, said Register's Office.

TO HAVE AND TO HOLD the Property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantee, forever.

This is unimproved property located near the intersection of Crestmoor Road and Cleghorn Avenue in Nashville, Tennessee.

The Property is conveyed subject to the following matters:

(1) property taxes and assessments for 1999, which have been prorated and assumed by Grantee;

(2) terms and conditions of Agreement between South Central Bell Telephone Company and Intereal Company, of record in Book 5786, page 809, Register's Office for Davidson County, Tennessee;

(3) rights of others in and to the property subject to the easements of record in Book 4315, page 556, said Register's Office, for uses not inconsistent with such easements;

(4) Easements for sanitary sewers and storm drainage as set forth in instruments of record in Book 3913, page 936, Book 3913, page 956, Book 3914, page 29, Book 3914, page 49, and Book 3914, page 97, said Register's Office;

(5) Easement Agreement of record in Book 11495, page 897, said Register's Office (the "Joint Access Easement");

(6) other matters affecting title to the Property that appear of record in the Register's Office for Davidson County, Tennessee; and

(7) applicable zoning and building setback requirements.

Grantor covenants and binds itself and its successors to warrant specially and defend to Grantee forever the title to the Property against the lawful claims of all persons claiming through or under Grantor (excluding claims arising out of the matters set forth above), but no further or otherwise.

Grantor hereby reserves, for the use and benefit of Grantor and subsequent owners of Lot 2 on the Resubdivision Plat ("Lot 2"), an easement over and across that portion of the Property that is within ten (10) feet of the southerly boundary of the Property that is in common with Lot 2 (the "Reserved Easement Area"), subject to and upon the following terms and conditions:

(1) The easement rights hereby reserved by Grantor with respect to the Reserved Easement Area are the rights to:

(a) grade, fill, level and slope the Reserved Easement Area so as to provide a reasonable grade transition between the Property and adjacent portions of Lot 2;

(b) pave and place shrubbery and other landscaping on the Reserved Easement Area in accordance with the reasonable needs of Lot 2; and

(c) place trash receptacles, compactors and other equipment on the Reserved Easement Area.

(2) The easement rights hereby reserved by Grantor with respect to the Reserved Easement Area may not be exercised in a manner that is inconsistent with, or that materially interferes with the enjoyment of, the Joint Access Easement.

(3) The easement rights hereby reserved by Grantor with respect to the Reserved Easement Area are appurtenant to, and run with the title to, Lot 2.

The Property is conveyed subject to the following restrictions (the "Restrictions"), which are for the benefit of Grantor as the owner of Lot 2 and its successors and successors-in-title to Lot 2 (references to "Grantor" in the provisions of this instrument relating to the Restrictions shall be deemed to include Grantor's successors and successors-in-title to Lot 2):

(1) In order to assure architectural consistency and compatibility between the improvements on Lot 2 and those on the Property, no improvements shall be

constructed on the Property unless and until Grantor shall have approved the architectural theme, exterior renderings, elevations, site plan and landscaping plan for such improvements. Grantor's approval of such items shall not be withheld unreasonably. No such approval of Grantor shall constitute an acknowledgment or agreement by Grantor that any of such items comply with applicable building codes or other governmental requirements, compliance with such requirements being the responsibility of Grantee.

(2) In connection with the development of the Property and the construction of improvements thereon, Grantee shall not seek or obtain any governmental license, permit or approval that would invalidate, impair or otherwise adversely affect any governmental license, permit or approval in effect with respect to the ownership, use or operation of Lot 2. Without limiting the foregoing, any governmental requirements with respect to vehicular parking applicable to the Property shall be satisfied without reliance on any parking available on or within Lot 2 or Lot 1 on the First Revision to Green Hills Commons, of record in Plat Book 8250, page 761, Register's Office for Davidson County, Tennessee ("Lot 1").

(3) In connection with the development of the Property and the construction of improvements thereon, Grantee shall:

(a) take all reasonable precautions to assure that all construction vehicles, equipment, personnel, supplies and materials enter the Property from Crestmoor Road over the Joint Access Easement, and that all such vehicles, equipment, personnel, supplies and materials otherwise are maintained on and within the boundaries of the Property;

(b) with reasonable promptness replace or repair any improvements in the Joint Access Easement that are damaged as a result of construction activities on the Property;

(c) conduct all construction activities on the Property in a manner so as not to interfere unreasonably with the use and enjoyment of Lot 2; and

(d) not do or permit anything to be done that would cause Lot 2 or any improvements thereon to be in violation of any law or would invalidate, impair or otherwise adversely affect any governmental license, permit or approval in effect with respect to the ownership, use or operation of Lot 2.

The Restrictions shall be effective for a period commencing on the date this Special Warranty Deed is recorded in the Register's Office for Davidson County, Tennessee and ending on the earlier to occur of (a) May 1, 2039, or (b) the expiration or earlier termination of the "Lease", as defined hereinbelow.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument or has caused same to be executed as of the 13th day of May, 1999.

GREEN HILLS COMMONS, LLC

By: _____
John T. Rochford
Chief Manager

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property transferred (whichever is greater) is $1,250,000.

_____
Affiant

Sworn to and subscribed before me this 14 day of May, 1999.

_____
Notary Public

My Commission Expires:

11/29/2000

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, John T. Rochford, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager of GREEN HILLS COMMONS, LLC, a limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 14 day of May, 1999.

_____
Notary Public

My Commission Expires:

11/29/2000

Regal Cinemas, Inc., a Tennessee corporation ("Regal"), hereby joins in this Special Warranty Deed for the purposes of acknowledging and consenting hereto and in order to convey to Grantee any right, title or interest that Regal may have in and to the Property, including any such right, title and interest by virtue of that certain Commercial Development Lease Agreement dated as of July 1, 1997, by and between Grantor and Regal, a memorandum of which is of record in Book 10659, page 787, Register's Office for Davidson County, Tennessee the ("Lease"); provided, however, that Regal hereby reserves the benefit of and right to use any easements from time to time burdening the Property and benefiting Lot 2 to the extent that Regal is entitled to same pursuant to the Lease.

REGAL CINEMAS, INC.

By: R. Keith Thom
Title: SENIOR VICE PRESIDENT

STATE OF TENNESSEE)
KNOX)
COUNTY OF ~~DAVIDSON~~)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, R. Keith Thompson, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Senior Vice President of REGAL CINEMAS, INC., a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 20th day of MAY, 1999.

Bonnie L. Langley
Notary Public

My Commission Expires:

8-30-2000

05918827
RECEIVED FOR REFERENCE
99 MAY 26 PM 3:54
ALL TAXES PAID
REGISTER
DAVIDSON COUNTY, TN.
1777 05/26/99 0101 03CHECK 4648.00

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11495 PG. 921

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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

0591827

ADDITIONAL REFERENCE

99 MAY 26 PM 3:54

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

CAMT
1250000.00
ERR CO
CAMT
1250000.00-
CAMT
1250000.00
CON TX 4625.00
PRFEE 1.00
WDEED 20.00
CFEE 2.00
TOTAL 4648.00
CHECK 4648.00

05/26/99 01 15:58 0001 1222

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1465800