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Box 36

THIS INSTRUMENT PREPARED BY:
Douglas A. Brace
Reg. #3485
ORTALE, KELLEY, HERBERT & CRAWFORD, LLP
200 Fourth Avenue North,
Third Floor
P.O. Box 198985
Nashville, TN 37219-8985
(615) 256-9999

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

The actual consideration or value, whichever is greater, for this transfer is $330,000.00.

Affiant

Notary Public

My commission expires: 1/25/2001

NOTARY PUBLIC
AT LARGE
Richard W. Sebastian
My Commission Expires
January 25, 2001

Address New Owner as Follows:	*Send Tax Bills To:*	*Map/Parcel Number*
Lealco Properties LLC 6380 Chickering Circle Nashville, Tn 37215	*SAME*	80-008.00

STATE OF TENNESSEE
FILED
99 JUN 17 PM 3:51
DAVIDSON COUNTY
REGISTER'S OFFICE

21091291

LIMITED WARRANTY DEED

THIS IS A DEED by **SHELL OIL COMPANY** with offices in 910 Louisiana, Houston, Texas 77002-4916 (herein called "**Grantor**") to **LEALCO PROPERTIES, LLC** with offices at 6380 Chickering Circle, Nashville, Tennessee 37215 (herein called "**Grantee**", whether one or more).

GRANTOR, hereby grants for the sum of Three Hundred Thirty Thousand and No/100 Dollars ($330,000.00) and conveys to Grantee the following described Premises situated at 1650 West 54th Avenue, City of Nashville, County of Davidson, State of Tennessee:

Beginning in the north line of a 20' access road at an iron pin located 586.3 feet west of the west right of way of 54th Avenue North, the southwest corner of the Triangle Pacific Corp, recorded in deed book 5121, page 950 R.O.D.C.:

Thence along the line of said 20' access N 49°59'29" W, 594.87 feet to an iron pipe:

Thence leaving said 20' access and along the east line of the Missouri Portland Cement Co. recorded in deed book 3939, page 38, R.O.D.C., N 00°37'39" E, passing an iron pin set at 694.35 feet, a total of 924.00 feet to the low water line of the Cumberland River.

Thence upstream with the meanders of said low water line S 49°49'13" E. 662.31 feet;

Thence leaving said low water line and along the west line of the said Triangle Pacific Corp. S 2°37'31" W, 880.00 feet to the point of beginning and containing 10.09 acres, more or less.

Being those lands conveyed to Shell Petroleum Corporation, a Virginia Corporate, by Deed from J. C. Morris of record in Book 1113, page 214, re-recorded in Book 1237, page 141, Register's Office for Davidson County, Tennessee, together with those lands conveyed to Shell Oil Company, Incorporated, a Virginia corporation, by Warranty deed from Farris Hardwood Lumber Company, a Tennessee corporation, of record in Book 1118, page 424, Register's Office for Davidson County, Tennessee; and part of the same property conveyed to Shell Oil Company, a Delaware corporation, by Deed from Shell Oil Company, Incorporated, a Virginia corporation, of record in Book 1780, page 15, in said Register's Office.

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon; but subject to all easements, rights-of-way, reservations, restrictions and encumbrances of record, to all zoning laws and ordinances, to the Release Agreement dated even date herewith between Grantor and Grantee which is attached hereto and incorporated herein as Exhibit "A" and to any state of acts an accurate survey or inspection of the Premises would show.

TO HAVE AND TO HOLD the same unto Grantee and Grantee's successors and assigns forever, but subject to the following use restrictions and Release Agreement, attached hereto as Exhibit "A" which will be executed at Closing and recorded with this Deed that shall, run with the land and apply in perpetuity to the Premises, and for which restrictions and Release Agreement Grantor has given Grantee consideration in the form of a reduced acquisition price and other good and valuable consideration, the receipt and sufficiency of which is evidenced by Grantee's acceptance of this deed and conveyance. As used throughout this deed, "owner of the Premises" means the then-current fee title owner of the Premises (whether that be Grantee or Grantee's successors or assigns) as of the date of the applicable act, omission, obligation, prohibition, restriction, release, occurrence or event specified in this deed, and is never intended to refer to Grantor. The uses of the Premises shall be limited to industrial and commercial uses, but shall exclude commercial uses such as day care centers, educational facilities, hospitals,

elder care facilities, nursing homes, hotels or motels and any type of residential uses. In addition to the uses listed above the following restrictions shall also apply to the Premises in perpetuity.

(a) No groundwater from the Premises or water from any aquifer below the Premises shall be used for drinking, irrigation or any other purpose, nor shall any wells be drilled on the Premises.

(b) No soil shall be removed from the Premises to an off site location unless the owner of the Premises determines that the soil can be lawfully relocated without posing a threat to the public health, safety, or welfare, or the environment. The owner of the Premises is responsible for informing the contractor(s) of anticipated subsurface soil conditions related to worker exposure to such conditions.

(c) Any structures built on the Premises shall be evaluated, and controls installed by the then current owner, if deemed necessary, to prevent the infiltration or accumulations of hydrocarbon vapors into these structures. The owner of the Premises shall not install basements or crawl spaces.

(d) The owner of the Premises shall not, except as such owner's own expense and with a hold harmless indemnifications agreement acceptable to Grantor, alter site conditions (land and/or improvements) so as to create more remedial activity, environmental exposure or costs.

(e) There shall not be any storage, handling, or distribution of any petroleum products from or on the Premises.

Grantee and its successor and assigns agree to take no action to violate, invalidate or void the above-stated use restrictions, and agree to indemnify, defend and hold harmless Grantor and Grantor's parent, affiliates, subsidiaries, successors and assigns and their employees, directors, agents and representatives from any loss, cost, expense (including but not limited to attorneys fees and costs of litigation), fines, penalties, damage, suit, claim or judgment caused directly or indirectly by the violation of or any attempt to invalidate or void the above-stated use restrictions by Grantee or Grantee's tenants, licensees, invitees, successors or assigns. In addition to the foregoing, Grantee and its successors and assigns agree to indemnify, defend and hold harmless Grantor and Grantor's parent, affiliates, subsidiaries, successors and assigns and their employees, directors, agents and representatives from any loss, cost, expense (including but not limited to attorney's fee and costs of litigation) fines, penalties, damage, suit, claim or judgment caused directly or indirectly by the acts or omissions of the owner of the Premises with regard to the above-stated use restrictions. These indemnification obligations shall run with the land and apply in perpetuity to Premises, and shall be binding on Grantee and Grantee's successors and assigns.

SUBJECT to the foregoing and to the liens of all taxes and assessments for 1999 and subsequent years, Grantor covenants with Grantee that Grantor will warrant and defend the title

to the Premises against the claims of all persons claiming by, through, or under Grantor, but not otherwise.

This conveyance is made subject and subordinate to those encumbrances and exceptions (hereinafter referred to collectively as the "**Permitted Exceptions**") set forth on Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that the same are valid and existing and affect the Premises and ad valorem taxes for 1999 and subsequent years.

TO HAVE AND TO HOLD the Premises, as aforesaid, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular, subject to the Permitted Exceptions and ad valorem taxes for 1999 and subsequent years, the Premises 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.

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed on this 9th day of June, 1999.

EXECUTED by Grantor as of the date first herein specified.

SHELL OIL COMPANY

By: _____

G. W. Hadley, Director
Corporate Real Estate
Shell Services International Inc.
As agent for Shell Oil Company

IN WITNESS WHEREOF, Grantee has accepted the terms and conditions of this deed on this 16 day of June, 1999.

LEALCO PROPERTIES, LLC

By: _____
Alfred A.Stewart,Member

_____
Lee Joyner Greathouse, Member

EXHIBIT "A" TO LIMITED WARRANTY DEED

RELEASE AGREEMENT

THIS RELEASE AGREEMENT ("**Release Agreement**") is entered into as of this 16th day of June, 1999 by and between **SHELL OIL COMPANY**, a Delaware corporation ("**Shell**"), and **LEALCO PROPERTIES, LLC**, a Tennessee limited liability company, ("**Lealco**").

A. Pursuant to a Purchase and Sale Agreement dated April 13, 1999 (the "**Agreement**"), Lealco has purchased from Shell the real property, improvements and other appurtenances located at 1650 54th Avenue North in Nashville, Tennessee 37209-1469 which are conveyed to Lealco by Shell by that certain Limited Warranty Deed (the "**Deed**") to which this Release Agreement is attached to and made a part thereof as Exhibit "A" (the "**Premises**").

B. Pursuant to the Agreement, Lealco has agreed to purchase the Premises and release Shell (and others) from certain Environmental Liabilities and Obligations (as defined below) as more fully set forth below.

C. Lealco has agreed with Shell that the release of Shell (and others) provided for in this Release Agreement shall run with the Premises in perpetuity and bind Lealco's successors and assigns.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, Lealco and Shell agree as follows:

1. **Release of Shell by Lealco.**

(a) Effective upon the date of this Release Agreement, Lealco, for valuable consideration received and intending to be legally bound and to bind its respective successors and assigns, by acceptance of the deed and conveyance of the Premises hereby remises, releases and forever discharges Shell and Shell's parent, affiliates, subsidiaries, successors and assigns and their employees, directors, agents and representatives, of and from any and all manner of actions, causes of action, suits, debts, accounts, covenants, conditions, contracts, controversies, agreements, promises, claims and demands whatsoever which Lealco and/or Lealco's successors and assigns against Shell and Shell's parent, affiliates, subsidiaries, successors' and assigns and their employees, directors, agents and representatives, ever had, now have or hereafter can, shall or may have, from the beginning of the world to the date of recording of this Deed, evidenced by or arising out of, in connection with or in any manner relating to all Environmental Liabilities and Obligations (the "**Release**").

(b) The following terms shall have the meanings set forth below:

"**Contamination**" means the presence of a Hazardous Substance.

"**Environmental Liabilities and Obligations**" means any known or unknown liability, obligation (including, without limitation, any obligation to monitor, test, report to governmental authorities, remediate or clean up or any obligation under a permit), expense, cost or any other damage or loss (including, without limitation, reasonable attorneys' fees), fines or penalty, whether incurred by Shell or Lealco or claimed by any third party (including, without limitation, any government authority), arising out of or relating to any actual, alleged or threatened Discharge from the Premises into the environment, or any actual, alleged or threatened Discharge from a source other than the Premises onto the Premises of any Hazardous Substance, including but not limited to a Discharge of a Hazardous Substance by Shell or Shell's dealers, operators, tenants, predecessors or agents.

"**Hazardous Substance**" means any and all pollutants, toxic or hazardous or any other substances that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law (including, without limitation, asbestos, petroleum (or fraction thereof or additive thereto), radioactive materials, asbestos containing materials, polychlorinated biphenyls, and urea formaldehyde foam insulation.

"**Government Authority**" means any governmental authority, whether federal, state or local, exercising jurisdiction over the matter.

"**Discharge**" means the releasing, spilling, leaking discharging, pumping, pouring, emitting, emptying, injecting, leaching, dumping, disposing or allowing to escape any Hazardous Substance.

2. **Covenant Running with the Premises.** This Release Agreement shall run with the land and shall be binding on Lealco's successors and assigns; acceptance of a deed or assignment of interest by any subsequent purchaser of all or any portion of the Premises shall evidence agreement by the subsequent purchaser to release Shell and Shell's parent, affiliates, subsidiaries, successors and assigns and their employees, directors, agents and representatives under the same terms and conditions as contained in this release.

IN WITNESS WHEREOF, Lealco has executed this Release Agreement as of the day and year first set above.

Witness

LEALCO PROPERTIES, LLC "Lealco"

BY: _____

Alfred A. Stewart, Member

_____

Lee Joyner Greathouse, Member

Witness

SHELL OIL COMPANY **"Shell"**

BY: _____

G. W. Hadley, Director
Corporate Real Estate
Shell Services International Inc.
As agent for Shell Oil Company

SHELL OIL COMPANY INCORPORATED 1922 DELAWARE

F:\DAB\SHELL-RE.EXA

EXHIBIT "B" TO LIMITED WARRANTY DEED

PERMITTED EXCEPTIONS

1. Taxes for 1999 are being prorated between the parties hereto as of date of closing.

2. Flowage easement granted the United States of America for Cheatham Lock and Dam Project, Cumberland River, Tennessee, of record in Book 2270, page 491, Register's Office for Davidson County, Tennessee.

3. Easements for water pipes of record in Book 1716, pages 21, 23 and 27, in said Register's Office.

4. Restricted building area set forth in Deed of record in Book 1113, page 214, and Book 1237, page 141, in said Register's Office.

5. Provision that the twenty foot road or right-of-way at the southerly line of said premises is to remain open and public so as to provide access to 54th Avenue North on the east, as contained in Deeds of record in Book 1113, page 214, and Book 1237, page 141, in said Register's Office.

6. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of ways for public utilities applicable to this property.

6/17 0101 03CHECK 1256.00

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

0601291

REFERENCE

99 JUN 17 PM 3:51

CAMT	330000.00
CON TX	1221.00
PRFEE	1.00
UDEED	32.00
CFEE	2.00
TOTAL	1256.00
CHECK	1256.00

06/17/99 01 15:55 0001 132B

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1479910