SPECIAL WARRANTY DEED

FROM:	MetroCenter Holdings, Inc., Grantor	This instrument was prepared by: Robert N. Buchanan III Farris, Warfield & Kanaday, PLC Suite 1800, SunTrust Center Nashville, Tennessee 37219
TO:	SunTrust Bank Nashville, National Association, Grantee	

Address New Owner as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:	Map-Parcel Numbers:
SunTrust Bank, Nashville, N.A. c/o Special Assets Department P.O. Box 305110 Nashville, TN 37230	Same	Map 71-13 Parcel 17 Map 70-16 Parcel 25

Instr:200001030000357 Page: 1 OF 9
REC'D FOR REC 01/03/2000 1:31:08PM
RECORD FEE: $39.00
M. TAX: $0.00 T. TAX: $1950.41

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

PICK-UP

The actual consideration or value, whichever is greater, for this transfer is Five Hundred Twenty Seven Thousand One Hundred Thirty Nine and No/100 Dollars ($527,139.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 21 day of December, 1999.

Notary Public

My Commission Expires: 3/25/2000

FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MetroCenter Holdings, Inc., Grantor, a Tennessee

corporation, has bargained and sold, and by these presents does transfer and convey unto the said SunTrust Bank Nashville, National Association, (formerly known as Third National Bank in Nashville) herein the Grantee, its successors, and assigns, those two certain tracts or parcels of land (collectively the "Land") in Davidson County, State of Tennessee, described on Exhibits A-1 and A-2 attached hereto and made a part hereof for all purposes, together with all rights and appurtenances pertaining thereto (said Land, rights and appurtenances being herein collectively referred to as the "Property").

The Land is two non-contiguous unimproved parcels in MetroCenter whose street location is as follows:

Lot 4J - Cumberland Bend - MetroCenter, Nashville, Tennessee
Lot 8E - French Landing Drive at Venture Circle - MetroCenter, Nashville, Tennessee

This conveyance is expressly made subject to those title exceptions set out on Exhibit B attached hereto and incorporated herein by this reference for all purposes.

This conveyance is made in satisfaction of only $527,139.00 the indebtedness owed to Grantee and secured by the Deeds of Trust which encumber the Land. The liens of the Deeds of Trust described on Exhibit B shall survive this conveyance and not be merged with the fee estate conveyed to Grantee.

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

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of said Land in fee simple and has a good right to convey it, and the same is

unencumbered and unrestricted by any matters arising by, through or under Grantor, except as to those matters set forth above to which this conveyance is expressly made subject.

Grantor does further covenant and bind Grantor, its successors, and assigns, to warrant and forever defend the title to the Property to the said Grantee, its successors, and/or assigns against the lawful claims of all persons from matters arising by, through or under Grantor, except as to those matters set forth above to which this conveyance is expressly made subject.

Witness my hand this 29th day of December, 1999.

METROCENTER HOLDINGS, INC.

By: _____
Randall W. Parham, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Denise M. Laumeyer, a Notary Public of said County and State, personally appeared Randall W. Parham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of METROCENTER HOLDINGS, INC., the within named bargainor, a Tennessee corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at Office in Nashville, this 29 day of December, 1999.

_____
Notary Public

My Commission Expires: 3/25/2000

EXHIBIT A-1

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee being Lot 4J on the subdivision plat of Section 9 Cumberland Bend Business Park at MetroCenter of Record in Plat Book 8250, page 79, Register's Office for Davidson County, Tennessee.

Beginning at a PK nail in the southwest corner of the subdivision plat of Section 9 Cumberland Bend Business Park at MetroCenter of record in Plat Book 8250, page 79, R.O.D.C.;

Thence, along the easterly line of property conveyed to PML Partnership of record in Book 8527, page 78, R.O.D.C., N. 27°14'31"W, 266.00 feet to a point;

Thence, along a southerly line of property conveyed to Service Merchandise Company, Inc., of record in Book 6483, page 947, R.O.D.C., N 62°45'29" E, 153.79 feet to a concrete monument;

Thence, along the westerly line of property conveyed to Realmark Property Investment Limited Partnership of record in Book 7222, page 984, R.O.D.C., S 27°14'31" E, 266.00 feet to an iron spike;

Thence, along a northerly line of property conveyed to Cumberland Bend Investors, L.P. of record in Book 8800, page 144, R.O.D.C., S 62° 45' 29" W, 153.79 feet to the point of beginning.

Containing 40,908 square feet or 0.94 acres, more or less.

The foregoing description is based upon the survey by Barge Waggoner Sumner & Cannon, Inc. dated May 18, 1999 (File No. 11469-85) (Wendell H. Talley, Tenn. Lic. No. 785).

Being a portion of the property conveyed to Grantor by deed of record in Book 8321, page 668, said Register's Office.

EXHIBIT A-2

PROPERTY DESCRIPTION

Lot 8E – Lot 8E as shown on the Plan of MetroCenter Tract 8C, 8D and 8E of record in Book 9700, page 921. Register's Office for Davidson County, Tennessee. Containing 76,234 square feet or 1.75 acres, more or less. Being a portion of the property conveyed to Grantor by deed of record in Book 8321, page 668, said Register's Office.

EXHIBIT B

Title exceptions for Lot 4J.

1. Restrictive Covenants in favor of MetroCenter Properties of record in Book 5242, page 389, as amended in Book 5242, page 389 as amended in Book 7012, page 61, Register's Office for Davidson County, Tennessee.

2. Restrictive Covenants in favor of Arby's, Inc. of record in Book 9382, page 56, said Register's Office.

3. Restrictive Covenants in favor of Taco Bell Corp. of record in Book 9420, page 176, said Register's Office.

4. Terms, conditions, easements, rights and liens as set forth in the Declaration of Covenants, Conditions and Restrictions of record in Book 7487, page 952, said Register's Office.

5. Restrictive Covenants in favor of Mat-Nel Company, filed of record in Book 4829, page 722 and made applicable in Book 5028, page 333 as amended in Book 5035, page 972 said Register's Office.

6. Terms, conditions, easements, rights and liens in favor of Mat-Nel Company, as set forth in the Master Deed of record in Book 5028, page 333 and amended in Book 5035, page 972, said Register's Office.

7. Matters shown on the Plat of Subdivision Section 9 Cumberland Bend Business Park at Metro Center of record in Book 8250, page 79, said Register's Office.

8. Deed of Trust executed by MetroCenter Properties, a Tennessee General Partnership, comprised of Aladdin Resources Inc., a Delaware corporation, Managing General Partner; Robert C. H. Mathews, Jr. individually, and R. C. Mathews, Contractor, Inc., a Tennessee corporation to James E. Eden, Trustee, dated March 31, 1980, and recorded in Book 5584, page 764, Register's Office of Davidson County, Tennessee, in favor of The Prudential Insurance Company of America, which states that it secures a debt in the principal sum of $9,818,20.00, payable as therein specified, together with any terms, conditions, restrictions or limitations recited therein. The present amount due should be determined by contacting the owner of the debt.

Said Deed of Trust was assigned to Third National Bank in Nashville, by Assignment of record in Book 8328, page 637, in said Register's Office.

Said Deed of Trust was modified by instrument of record in Book 8055, page 527, and amended by Second Modification to Deed of Trust of record in Book 8058, page 432, and further amend by Third Modification to Deed of Trust, of record in book 8141, page 613, and further amended in Book 8366, page 503, said Register's Office.

9. Hypothecation Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, from MetroCenter Properties, a Tennessee general partnership, to Julian L. Bibb, Trustee, recorded in Book 8012, page 776, Register's Office of Davidson County, Tennessee, in favor of Third National Bank in Nashville, which states that it secures a debt in the principal sum of $6,713,754.61. payable as therein specified, together with any terms, conditions, restrictions or limitations recited therein. The present amount due should be determined by contacting the owner of the debt.

Said Deed of Trust was amend by that First Amendment to Hypothecation Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing of record in Book 8321, page 648, said Register's Office, and further amended by Second Amendment to Hypothecation Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing of record in Book 8321, page 746, said Register's Office.

10. Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, executed by MetroCenter Holdings, Inc., a Tennessee corporation, to Julian L. Bibb, Trustee, dated March 18, 1991, and recorded in Book 8321, page 686, Register's Office of Davidson County, Tennessee, in favor of Third National Bank in Nashville, which states that it secures a debt in the principal sum of $2,000,000.00 payable as therein specified, together with any terms, conditions, restrictions or limitations recited therein. The present amount due should be determined by contacting the owner of the debt.

11. Equity Participation Agreement of record in Book 8017, page 365, said Register's Office.

Said Agreement was amended by that First Amendment to Equity Participation Agreement of record in Book 8321, page 663, said Register's Office, and further amended by that Second Amendment to Equity Participation Agreement of record in Book 8321, page 742, said Register's Office.

Title exceptions for Lot 8E

1. Terms, conditions, easements, rights and liens as set forth in the Master Deed of record in book 5026, page 783, as amended in Book 5035, page 967, said Register's Office.

2. Restrictive Covenants in favor of MetroCenter Properties of record in Book 5242, page 389, as amended in Book 5242, page 389 as amended in Book 7012, page 61, Register's Office for Davidson County, Tennessee.

3. Restrictive Covenants in favor of Arby's, Inc. of record in Book 9382, page 56, said Register's Office.

4. Restrictive Covenants in favor of Taco Bell Corp. of record in Book 9420, page 176, said Register's Office.

5. Terms, conditions, easements, rights and liens as set forth in the Declaration of Covenants, Conditions and Restrictions of record in Book 7487, page 952, said Register's Office.

6. Matters shown on the Plat of Tracts 8C, 8D and 8E MetroCenter of record in Book 9700, page 921, said Register's Office.

7. Deed of Trust executed by MetroCenter Properties, a Tennessee General Partnership, comprised of Aladdin Resources Inc., a Delaware corporation, Managing General Partner; Robert C. H. Mathews, Jr. individually, and R. C. Mathews, Contractor, Inc., a Tennessee corporation to James E. Eden, Trustee, dated March 31, 1980, and recorded in Book 5584, page 764, Register's Office of Davidson County, Tennessee, in favor of The Prudential Insurance Company of America, which states that it secures a debt in the principal sum of $9,818,20.00, payable as therein specified, together with any terms, conditions, restrictions or limitations recited therein. The present amount due should be determined by contacting the owner of the debt.

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