PICK-UP

AFTER RECORDING RETURN TO:
Alvis E. Campbell, Esq.
Jones Day
Suite 3500
Sun Trust Plaza
303 Peachtree Street
Atlanta, Georgia 30308

Prepared by: Bank of America Legal Dept.
C. Vandiver Smith,
Assistant General Counsel
100 North Tryon Street
NC1-007-20-01
Charlotte, NC 28255

Address of New Owner:	Send Tax Bills To:	Map-Parcel No.
Massachussetts Mutual Life Insurance Company C/o Cornerstone Real Estate Advisors, Inc. 1 Financial Plaza Suite 1700 Hartford, Conn. 06103	Massachussetts Mutual Life Insurance Company c/o Cornerstone Real Estate Advisors, Inc. 1 Financial Plaza Suite 1700 Hartford, Conn. 06103	93-2-3-189

Instr:200003270030438 Page: 1 OF 5
REC'D FOR REC 03/27/2000 11:03:05AM
RECORD FEE: $23.00
M. TAX: $0.00 T. TAX: $4144.00

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is One Million One Hundred Twenty Thousand and No/100 Dollars ($1,120,000.00).

Affiant (Grantor)

Subscribed and sworn to before me, this the 28 day of February, 2000.

[Official Seal]

Notary Public

My Commission Expires: 01-24-03

SPECIAL WARRANTY DEED

COMMERCE PLACE COMPANY, a Tennessee corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, and CONVEYED and does hereby GRANT, SELL, and CONVEY unto MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation ("Grantee"), its successors and assigns, in fee simple, that certain land ("Land") located in Davidson County, Tennessee, and being more particularly described in Exhibit A, attached hereto

and incorporated herein by reference, together with Grantor's reversionary interest, if any, in all improvements ("Improvements") located on such Land (such Land and Improvements being collectively referred to as the "Property"); also, together with Grantor's reversionary interest, if any, in such portion of Common Area as may be located upon the Property, the term Common Area being defined in that certain Indenture of Lease dated February 16, 1978, by and between Commerce Place Company, as Lessor, and Nashville Hotel Venture, as Lessee, a short form of which was filed February 16, 1978 in the Office of the Register of the County of Davidson, State of Tennessee, as Document No. E50972 and recorded in Book 5253, Pages 638 through 643, reference to which is made for a more particular description of Common Area.

This conveyance is made and accepted subject to the Permitted Exceptions set forth in Exhibit B hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Land, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, and Grantor's reversionary interest, if any, in and to the Improvements and Common Area, subject to the Permitted Exceptions, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend title to the Land unto Grantee and Grantee's 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.

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the 29th day of February, 2000.

ATTEST:

Asst. Secretary

[SEAL]

COMMERCE PLACE COMPANY,
a Tennessee corporation

By:
Name: Richard E. Murrell
Title: President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Personally appeared before me, Jo A. Thornburg, a Notary Public in and for the State and County duly commissioned and qualified, Richard E. Murrell, 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 President of the Grantor, Commerce Place Company, and is authorized by the Grantor to execute this instrument on behalf of the Grantor.

Witness my hand, at office, this 28 day of February, 2000.

Jo A. Thornburg
Notary Public

My Commission Expires:

01-24-03

[Notarial Seal]

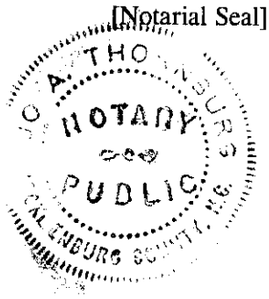


EXHIBIT A TO SPECIAL WARRANTY DEED

LAND

All that tract or parcel of land lying and being in the City of Nashville, County of Davidson, State of Tennessee, and being more particularly described as follows:

BEGINNING at an iron pin set at Coordinates North 646,513.43, East 1,769,655.88, Tennessee State Plane Coordinate System, in the intersection formed by the southeast line of the right-of-way of Deaderick Street (being a right-of-way 112.00 feet in width) and the southwest line of the right-of-way of Fourth Avenue North (being a right-of-way 64.00 feet in width); running thence south 27 degrees 37 minutes 02 seconds east along the southwest line of the right-of-way of Fourth Avenue North a distance of 227.22 feet to a point at Coordinates North 646,312.11, East 1,769,761.21, Tennessee State Plane Coordinate System, in the intersection formed by the southwest line of the right-of-way of Fourth Avenue North and the northwest line of the right-of-way of Union Street (being at such point a right-of-way 55.00 feet in width); running thence south 62 degrees 19 minutes 38 seconds west along the northwest line of the right-of-way of Union Street a distance of 81.82 feet to a point; running thence north 27 degrees 37 minutes 02 seconds west a distance of 8.90 feet to a point; running thence north 72 degrees 11 minutes 25 seconds west a distance of 284.61 feet to a point; running thence north 27 degrees 11 minutes 25 seconds west a distance of 17.75 feet to a point on the southeast line of the right-of-way of Deaderick Street; running thence north 62 degrees 48 minutes 35 seconds east along the southeast line of the right-of-way of Deaderick Street a distance of 281.43 feet to the POINT OF BEGINNING; being property depicted as 42,264 square feet or 0.97 acre, more or less, and designated as "PHASE II", on that certain blueprint of survey, to which reference is made for all purposes, entitled "COMMERCE UNION BANK/BLOCK 'E", prepared by Barge, Waggoner, Sumner and Cannon, Inc., bearing the certification of Wendell H. Talley, Sr., Tennessee Licensed Surveyor No. 785, designated as File No. 3305-07, dated November 30, 1977.

This being a portion of the same property conveyed to Commerce Place Company, a Tennessee corporation, by Commerce Union Bank, by Quitclaim Deed dated August 15, 1975, filed on August 15, 1975 in the Office of the Register of the County of Davidson, State of Tennessee, as Document No. D11468 and recorded in Book 4942, Pages 343 through 346, Official Records of the County of Davidson, State of Tennessee.

EXHIBIT B TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Rights of parties in possession.

2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, subdivision, building and zoning ordinances.

3. Defects, liens, encumbrances, adverse claims or other matters 1) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; 2) resulting in no loss or damage to the Grantee; or 3) attaching or created subsequent to the date hereof.

4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.

5. Any and all unrecorded leases, if any, and rights of parties therein.

6. Taxes and assessments for the year of closing and subsequent years.

7. All valid and enforceable covenants, liens, encumbrances, defects, easements and other matters as shown on the public record.

8. All matters and defects that would be disclosed by a personal inspection of the Property or by a current, accurate, physical survey of the Property.

9. Restrictive Covenants filed for record in the following deeds: Book 4641, page 567; Book 4545, Page 133; Book 4544, Page 651; and in Book 4942, Page 336, all recorded in the Register's Office for Davidson County, Tennessee.

10. Central Loop G.N.R.P. restrictions of record in Book 4464, page 522, Register's Office for Davidson County, Tennessee.

11. Reciprocal Easements and Common Area Operating Agreement executed by Commerce Place Company, Commerce Place Venture, Nashville Hotel Venture, Metropolitan Life Insurance Company and Commerce Union Bank recorded in Book 5253, Page 786, Register's Office for Davidson County, Tennessee, as amended by that First Amendment recorded in Book 5522 at Page 84, Second Amendment recorded in Book 9172 at Page 280, and all other amendments thereto.