Fil 35
CTIC (JBP)

QUITCLAIM DEED

This Quitclaim Deed ("Deed") is made and entered into as of the 27th day of October, 2000, by and between THIRD NATIONAL BANK TOWER ASSOCIATES, a Tennessee joint venture ("Grantor") composed of Third National Financial Center, L.P., a Tennessee limited partnership, and ESR Interests, LLC, a Tennessee limited liability company, with principal office at 3401 WEST END S-306, NASHVILLE, TN, 37203, and CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation ("Grantee"), with office at 900 Cottage Grove Road, Suite S-215A, Hartford, Connecticut 06152-2215.

Davidson County DEEDQC
Recvd: 10/27/00 14:37 8pgs
Fees:35.00 Taxes:216820.00
20001027-0106749

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby quitclaim and convey unto Grantee, its heirs, successors and assigns, all right, title and interest of Grantor in and to the following (hereinafter sometimes referred to collectively as the "Premises"):

(a) All of that certain tract, piece or parcel of land located in Davidson County, Tennessee, more particularly described on Exhibit A attached hereto (the "Land");

(b) All improvements located on the Land;

(c) All easements, permits, consents, approvals, rights, licenses, certificates, agreements, and privileges pertaining to or appurtenant to said Land and improvements (to the extent same may be transferred by Grantor to Grantee);

(d) Streets adjoining said Land;

(e) The fixtures on said Land and improvements;

(f) All leases with respect to said Land and improvements; and

(g) Any other rights and interests benefiting the above.

This conveyance is subject to those certain matters and conditions identified on Exhibit B attached hereto.

Grantee is the holder of the indebtedness secured by the Deed of Trust, General Assignment of Rents and Leases, and UCC financing statements described in Exhibit B hereto (collectively, "Security Documents"). The parties hereto acknowledge and agree that the interests of Grantee in the Premises pursuant to said Security Documents and pursuant to this Deed shall not merge. It is the express intention of the parties hereto that such interests of Grantee shall not merge, but shall be and remain at all times separate and distinct, notwithstanding any union of said interests in Grantee at any time, and that the lien and security interest of said Security Documents on the Premises shall be and remain at all times a valid and continuous lien and security interest on the Premises until released of record by the holder of the indebtedness secured by said Security Documents, which indebtedness is not discharged unless and until a release of the Security Documents is recorded.

Grantor declares that this conveyance is absolute and is freely and fairly made, Grantor hereby conveying to Grantee Grantor's interest in the Premises for a consideration equal to at least the fair value of said Premises.

Each party represents that is has full right, title, power and authority to execute and deliver this Deed and that this Deed is duly authorized, executed and delivered by such party.

This Deed may be executed in counterparts, which together shall constitute one document.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representative(s) have executed this Deed as of the day and year first above written.

THIRD NATIONAL BANK TOWER ASSOCIATES,
a Tennessee joint venture

By: Third National Financial Center, L.P., a Tennessee limited partnership, joint venturer

By: ESR Interests, LLC, a Tennessee limited liability company, general partner

By: _____
Its: Chief Manager

By: ESR Interests, LLC, a Tennessee limited liability company, joint venturer

By: _____
Its: Chief Manager

CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation

By: CIGNA Investments, Inc., a Delaware corporation, its authorized signatory

By: _____
Its: MANAGING DIRECTOR

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Stephen C. Baker, a Notary Public in and for said State and County, John W. Eakin, with whom I am personally acquainted, and who under oath acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager of ESR Interests, LLC, a Tennessee limited liability company, the general partner of Third National Financial Center, L.P., a Tennessee limited partnership, a joint venturer of maker, Third National Bank Tower Associates, a Tennessee joint venture, and is authorized by ESR, ESR being authorized by said limited partnership, and said limited partnership being authorized by the maker, to execute this instrument on behalf of maker.

WITNESS my hand and official seal at office, this 27th day of October, 2000.

Stephen C Baker
Notary Public

My Commission Expires:

7/24/03

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Stephen C. Baker, a Notary Public in and for said State and County, John W. Eakin, with whom I am personally acquainted, and who under oath acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager of ESR Interests, LLC, a Tennessee limited liability company, a joint venturer of maker, Third National Bank Tower Associates, a Tennessee joint venture, and is authorized by said joint venturer, the joint venturer being authorized by the maker, to execute this instrument on behalf of maker.

WITNESS my hand and official seal at office, this 27th day of October, 2000.

Stephen C Baker
Notary Public

My Commission Expires:

7/26/03

STATE OF CONNECTICUT
COUNTY OF HARTFORD

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared John A. Shaw, with whom I am personally acquainted, and who under oath acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the MANAGING DIRECTOR of CIGNA Investments, Inc., a Delaware corporation ("CIGNA"), the authorized signatory of Connecticut General Life Insurance Company, a Connecticut corporation, the within named bargainor, and that he is authorized by CIGNA, CIGNA being authorized by said bargainor, to execute this instrument on behalf of CIGNA on behalf of said bargainor.

Witness my hand and official seal at office, this 26th day of October, 2000.

Sherron M. Lyons
Notary Public

My Commission Expires:

SHERRON M. LYONS
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2001

I swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer is $58,600,000 which is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Subscribed and sworn to before me this 26th day of October, 2000.

Notary Public

My Commission Expires:

SHERRON M. LYONS
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2001

Property Address:

424 Church Street
Nashville, TN 37219

Name and Address of Person or
Entity Responsible for Payment
of Real Property Taxes:

Connecticut General Life Insurance Company
c/o Mission Property Company, LLC
5214 Maryland Way, Suite 405
Brentwood, TN 37027

This instrument prepared by:

W. Rowlett Scott
Armstrong Allen, PLLC
80 Monroe, Suite 700
Memphis, TN 38103-2467

Return to:

_____
_____
_____

Tax parcel I.D. Number:
Field Book No. 6W 00750, Map 93-6-1, Parcel 49

K:\WRS\DOCS\CT General\ThirdNat\specwar.deed

EXHIBIT A

The following described real property in Nashville, Davidson County, Tennessee:

EXHIBIT A

Being real estate lying in the First Civil District of Nashville, Davidson County, Tennessee conveyed to Third National Bank Tower Associates, a joint venture organized and existing as a general partnership under the laws of the State of Tennessee with Third National Financial Center, Ltd., a Tennessee limited partnership, and The Equitable Life Assurance Society of the United States, a New York corporation, as its sole venturers, by deeds in Book 6127, Page 534, Book 6127, Page 538, Book 6127, Page 542, Book 6127, Page 545, Book 6127, Page 548, and Book 6222, Page 124, being Lot No. 1 as shown on the plan of Third National Bank Tower of record in Plat Book 5200, Page 759, all as recorded in the Register's Office at Davidson County, Tennessee ("R.O.D.C.T.") and being more particularly described as follows:

BEGINNING AT A P.K. Nail at the northeasterly intersection of the rights-of-way of Church Street (53.65 feet wide) and Fifth Avenue North (49.50 feet wide);

THENCE, with the easterly right-of-way of Fifth Avenue North, north 26°43'17" west, 209.854 feet to a point;

THENCE, leaving said right-of-way and with the southern line of the Arcade Company property as recorded in Deed Book 3319, page 516, R.O.D.C.T., north 63°16'43" east, 171.298 feet to a chiseled point in concrete in the westerly line of Public Alley No. 65;

THENCE, with the westerly line of Public Alley No. 65, south 26°43'17" east, 209.854 feet to a P.K. Nail in the northerly right-of-way line of Church Street;

THENCE, with the said right-of-way, south 63°16'43" west, 171.298 feet to the POINT of BEGINNING, containing 0.82 acres.

Together with rights benefiting the above described real estate pursuant to: Easements and Licenses recorded in Book 6120, Page 536, said Register's Office; Skybridge Development, Construction, Maintenance and Easements Agreement recorded in Book 6127, Page 553, said Register's Office, and Reciprocal Agreement recorded in Book 6127, Page 576, said Register's Office, as amended in Book 7656, Page 743, said Register's Office;

Together with Grantor's title, interests, estates, rights, options and privileges under Parking Garage Lease Agreement between Third National Bank in Nashville, as lessor, and Grantor, as lessee, dated June 19, 1986, as amended by Amendment to Parking Garage Lease Agreement dated June 7, 1988, a Memorandum of said Parking Garage Lease Agreement and Amendment to Parking Garage Lease Agreement being recorded in Book 7656, Page 750, said Register's Office.

Together with all other title, interests, estates, rights, options, and privileges which Grantor may now have or hereafter acquire in, or with respect to or under, any of the foregoing or any property described in the foregoing.

69118

STATE of Tennessee

SEP 20 2 38 PM '88

RECORDED

EXHIBIT B

Deed of Trust recorded in Book 7656, Page 755, Register's Office, Davidson County, Tennessee;

General Assignment of Rents and Leases recorded in Book 7656, Page 792, said Register's Office;

Assignment of Lessee's Interest in Lease recorded in Book 7682, Page 657, said Register's Office;

UCC financing statements recorded in Book 7656, Page 806, in the real estate records of said Register's Office, filed as filing no. D4 8309 in the personal property records of said Register's Office, and filed as filing nos. 578482 and 144791 in the Office of the Secretary of State of Tennessee;

First Modification of Deed of Trust recorded in Book 8807, Page 76, said Register's Office and First Modification of General Assignment of Rents and Leases recorded in Book 8807, Page 71, said Register's Office;

Taxes for 2000: Field Book No. 6W 00750, Map 93-6-1, Parcel 49;
Davidson County - $963,328.00 - UNPAID
CBID TAX - $34,080.00 - UNPAID

Terms and conditions of easement and lien created and retained by Ordinance No. 65-682 of the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 6120, Page 536, said Register's Office;

Bond of record in Book 3983, Page 943, said Register's Office and the lien retained therein;

Terms and conditions of Skybridge Development, Construction, Maintenance and Easements Agreement of record in Book 6127, Page 553, said Register's Office, as amended in Book 7656, Page 743, said Register's Office;

Terms and conditions of Reciprocal Agreement of record in Book 6127, Page 576, said Register's Office; and

Matters shown on plan of record in Book 5200, Page 759, said Register's Office;

Memorandum of Parking Garage Lease Agreement and Amendment to Parking Garage Lease Amendment in Book 7656, Page 750, said Register's Office;

Memorandum of Lease by and between Third National Financial Center, Ltd., a Tennessee limited partnership (Landlord) and Farris, Warfield & Kanaday, a Tennessee general partnership (Tenant) of record in Book 6991, Page 727, and re-recorded in Book 6998, Page 611, said Register's Office;

Memorandum of Lease by and between Third National Bank Tower Associates (Lessor) and Deloitte & Touche, LLP (Lessee) of record in Book 9764, Page 699, said Register's Office; and

Rights of parties under unrecorded Leases, Contracts, or Agreements.