THIS INSTRUMENT PREPARED BY:

W. Warner McNeilly, III
Watkins, McGugin, McNeilly & Rowan, PLLC
214 2nd Avenue, North, Suite 300
Nashville, TN 37201

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
HP MUSIC LABEL PARTNERS, LLC 6999 East Highway 80 Odessa, TX 79762-5483	SAME	Map: 62-13 Parcel: 142 Map: 62-9 Parce: 73

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Davidson County DEEDWARR
Recvd: 11/13/00 15:27 3pgs
Fees:14.00 Taxes:210.90
20001113-0112541

The actual consideration or value, whichever is greater, for this transfer is ~~$0.00~~. $57,000.00

HP Music Label Partners, LLC

SUBSCRIBED AND SWORN to before me this 10th day of November, 2000

Notary Public

My Commission Expires: 7-24-04

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, AMSOUTH BANK, EXECUTOR OF THE ESTATE OF HALLIE TAYLOR WARNER, hereinafter "GRANTOR", has this day bargained and sold and does hereby transfer and convey to HP MUSIC LABEL PARTNERS, LLC, hereinafter "GRANTEE", certain real estate in Davidson County, Tennessee, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("the Property").

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE forever. GRANTOR covenants that GRANTOR has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby the Property, or any part thereof, now or at any time hereafter, shall be charged or encumbered in any manner whatsoever except to the extent otherwise herein set forth.

GRANTOR further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to the Property to said GRANTEE, against the lawful claims of all persons, claiming by, through or under it but not otherwise.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed

this 10th day of November, 2000, the corporate party having caused its name to be signed hereto by its duly authorized officer on said day and date.

ESTATE OF HALLIE T WARNER,
AMSOUTH BANK, Executor

By: _____
Douglas Kirby, Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said County and State, the within named Douglas Kirby with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be a Vice President of AMSOUTH BANK, the within named bargainor, and that he as such Vice President, being authorized to do so executed the within instrument for the purposes therein contained by subscribing thereto the name of said corporation and by affixing thereto the official seal of said corporation (if any).

WITNESS my hand and official seal at Nashville, Tennessee this 10th day of November, 2000.

Tracey Richmond
Notary Public

TRACEY RICHMOND NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires:

7-24-04

EXHIBIT A

Land in Davidson County, Tennessee, being Lot Nos. 11 & 12 on the Plan of River View Subdivision as of record in Book 547, pages 93, 94, & 95, to which plat reference is hereby made for a more complete legal description.

Being part of the same property conveyed to AmSouth Bank, N.A., successor to First American Trust Company, N.A. of Nashville, Tennessee, as Trustee under agreement with Hallie Taylor Warner dated February 2, 1989, of record in Book 9558, page 613, Register's Office, Davidson County, Tennessee. Hallie T. Warner has since died and said property was conveyed to the Estate of Hallie T. Warner by the terms of said trust which estate is being administered in the Probate Division of the Seventh Circuit Court of Davidson County, docket number 99P-901. The Last Will and Testament of Hallie T. Warner is of record in Will Book 228, page 163, Probate Court Clerk's office.

The above described property is subject to the following:

1. 2000 real property taxes.
2. 2001 real property taxes and subsequent years are a lien, but not yet due and payable.
3. Subject to all matters shown on Plan of record in Book 547, pages 93, 94, & 95, Register's Office, Davidson County, Tennessee.
4. Subject to Flowage Easement of United States of America of record in Book 2201, page 33, Register's Office, Davidson County, Tennessee.
5. Subject to rights of upper and lower riparian owners in and to the free and unobstructed flow of water of the Cumberland River extending through that subject land, without diminution or pollution.
6. Subject to naviagation servitudes and all other statutory and regulatory rights and powers of the United States, theState of Tennessee, the City of Nashville, and the Public, over the Cumberland River and its shore lands extending to the ordinary high-water marke thereof and which may be exercised without obligation for compensation to the riparian owners thereof.
7. Subject to the consequence of any change in location of the Cumberland River, which forms the westerly boundary of the subject property.
8. Subject to all matters shown on survey by Cherry Land Surveying, last dated 9/11/2000.