STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSACTION IS $200,000.00.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS DATE: 11-15-2000

NOTARY PUBLIC

COMMISSION EXPIRES: 11-12-2003

Davidson County DEEDWARR
Recvd: 11/16/00 09:25 13pgs
Fees:55.00 Taxes:740.00
20001116-0113481

THIS INSTRUMENT PREPARED BY:

RUSSELL M. OLDFIELD, CORPORATE COUNSEL
ROGERS GROUP, INC.
POST OFFICE BOX 25250, NASHVILLE, TN 37202

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
ROGERS GROUP, INC. POST OFFICE BOX 25250 NASHVILLE, TN 37202	ROGERS GROUP, INC. POST OFFICE BOX 25250 NASHVILLE, TN 37202	51/73 51/88

SPECIAL WARRANTY DEED

For a full and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, **ELIZABETH A. McDOWELL, as Trustee of the Charles W. McDowell, Sr., and Elizabeth A. McDowell Caring® Trust (an undivided 5/12th interest), R. DAVID McDOWELL, individually (an undivided 1/36th interest), R. DENNIS McDOWELL, individually (an undivided 1/36th interest), JOYCE McDOWELL PURCELL, individually (an undivided 1/6th interest), and AMSOUTH BANK, as Trustee of the following trusts:**

a. **Trust under the will of Robert A. McDowell, Sr. for the benefit of Robert A. McDowell, Jr. and issue (an undivided 17/300th interest).**
b. **Trust under the will of Robert A. McDowell, Sr. for the benefit of R. Dennis McDowell and issue (an undivided 17/300th interest).**
c. **Trust under the will of Robert A. McDowell, Sr. for the benefit of R. David McDowell and issue (an undivided 17/300th interest).**
d. **Trust under the will of Marilyn Patricia Cobb McDowell for the benefit of Robert A. McDowell, Jr. and issue (an undivided 74/900th interest).**
e. **Trust under the will of Marilyn Patricia Cobb McDowell for the benefit of R. Dennis McDowell and issue (an undivided 16 1/3 /300th interest).**
f. **Trust under the will of Marilyn Patricia Cobb McDowell for the benefit of R. David McDowell and issue (an undivided 16 1/3 /300th interest).**

(hereinafter collectively referred to as "Grantors"), have this day bargained and sold and do hereby transfer and convey unto **ROGERS GROUP, INC.**, an Indiana corporation (hereinafter referred to as "Grantee"), its successors and assigns, the following described real estate situated in Davidson County, Tennessee (Tax Map 51, Parcel # 73 and Tax Map 51, Parcel #88), and more particularly described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD, the above described tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever, and the Grantors covenant with the said Grantee that they are lawfully seized and

possessed of said tract or parcel of land in fee simple, that they have a good right to convey it, and said property is transferred subject to the following:

1. 2001 real estate taxes which are a lien but not yet due and payable.

2. Easement to Metropolitan Government of Nashville and Davidson County, as set forth in Book 4040, page 954, said Register's Office.

3. Easement to Metropolitan Government of Nashville and Davidson County, of record in Book 8275, page 981, said Register's Office.

4. Matters reflected on the survey of the property for Rogers Group Inc., dated June 29, 2000, prepared by Braden D. Hinson, TN RLS #1041, Surveyor.

5. All other utility easements and rights-way of record.

The Grantors further covenant with the said Grantee and bind themselves, their heirs, successors and assigns, to warrant and forever defend the title to said tract or parcel of land, unto the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever claiming by, through, or under Grantors but no further or otherwise, with the covenants and warranties of the Grantors serving as Trustees being made in their respective capacities as fiduciaries only, meaning that the extent of the liability of any Trustee hereunder would be limited only to the corpus of the trust estate of which it is the fiduciary.

IN WITNESS WHEREOF, the Grantors have executed this deed, as of 14th day of November, 2000.

Elizabeth A. McDowell, Trustee

ELIZABETH A. McDOWELL, as Trustee
of the Charles W. McDowell, Sr., and
Elizabeth A. McDowell Caring® Trust

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared ELIZABETH A. McDOWELL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Trustee of the Charles W. McDowell, Sr., and Elizabeth A. McDowell Caring® Trust, the within named bargainor, and she as such Trustee executed the foregoing instrument for the purposes therein contained and that she did so of her own free will and without coercion or duress from any other party.

SWORN TO AND SUBSCRIBED BEFORE ME on this 13th day of November, 2000.

DEBRA L. GENTRY
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

Notary Public
My Commission Expires:

My Commission Expires JULY 26, 2003

R. DAVID McDOWELL

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. DAVID McDOWELL, with whom I am personally acquainted or proven to me on the basis of satisfactory evidence, who acknowledged to me that he executed the foregoing instrument for the purposes and considerations therein expressed and that he did so of his own free will and without coercion or duress from any other party.

SWORN TO AND SUBSCRIBED BEFORE ME on this 13th day of November, 2000.

Notary Public
My Commission Expires:

DEBRA GENTRY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 26, 2003

R. DENNIS McDOWELL

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. DENNIS McDOWELL, with whom I am personally acquainted or proven to me on the basis of satisfactory evidence, who acknowledged to me that he executed the foregoing instrument for the purposes and considerations therein expressed and that he did so of his own free will and without coercion or duress from any other party.

SWORN TO AND SUBSCRIBED BEFORE ME on this 13th day of November, 2000.

DEBRA L. GENTRY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public
My Commission Expires:

My Commission Expires JULY 26, 2003

JOYCE McDOWELL PURCELL

STATE OF ~~TENNESSEE~~ West Virginia)
) ss.
COUNTY OF ~~DAVIDSON~~ Cabell)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOYCE McDOWELL PURCELL, with whom I am personally acquainted or proven to me on the basis of satisfactory evidence, who acknowledged to me that she executed the foregoing instrument for the purposes and considerations therein expressed and that she did so of her own free will and without coercion or duress from any other party.

SWORN TO AND SUBSCRIBED BEFORE ME on this 14th day of November, 2000.

Frank Lambertus II
Notary Public
My Commission Expires: March 12, 2002

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
FRANK LAMBERTUS II
729 NINTH AVENUE
HUNTINGTON, WV 25701
My Commission Expires March 12, 2002

AMSOUTH BANK, as Trustee for the
Trust under the will of Robert A. McDowell, Sr.
for the benefit of Robert A. McDowell, Jr. and
issue (an undivided 17/300th interest

By: _____
Title: Vice President

STATE OF TENNESSEE }
}
COUNTY OF DAVIDSON } ss.

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Douglas Kirby, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of AmSouth Bank, Trustee, of the Trust under the will of Robert A. McDowell, Sr. for the benefit of Robert A. McDowell, Jr., and issue the within named bargainor, and that he as such Vice President of AmSouth Bank, Trustee, being duly authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of AmSouth Bank, Trustee by himself as Vice Presidentof AmSouth Bank, Trustee.

Sworn to and subscribed before me on this 13th day of November, 2000.

NOTARY PUBLIC
My Commission Expires:

DEBRA L. GENTRY
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires JULY 26, 2003

AMSOUTH BANK, as Trustee for the Trust under the will of Robert A. McDowell, Sr. for the benefit of R. Dennis McDowell and issue (an undivided 17/300th interest).

By: _____
Title: Vice President

STATE OF TENNESSEE }
} ss.
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Daylon K. Kirby, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of AmSouth Bank, Trustee, of the Trust under the will of Robert A. McDowell, Sr. for the benefit of R. Dennis. McDowell, and issue the within named bargainor, and that he as such Vice President of AmSouth Bank, Trustee, being duly authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of AmSouth Bank, Trustee by himself as Vice Presidentof AmSouth Bank, Trustee.

Sworn to and subscribed before me on this 15th day of November, 2000.

DEBRA L. GENTRY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
My Commission Expires: My Commission Expires JULY 26, 2003

AMSOUTH BANK, as Trustee for the
Trust under the will of Robert A. McDowell, Sr.
for the benefit of R. David McDowell and issue
(an undivided 17/300th interest).

By: _____
Title: Vice President

STATE OF TENNESSEE }
}
} ss.
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Doug Kirby, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of AmSouth Bank, Trustee, of the Trust under the will of Robert A. McDowell, Sr. for the benefit of R. David. McDowell, and issue the within named bargainor, and that he as such Vice President of AmSouth Bank, Trustee, being duly authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of AmSouth Bank, Trustee by himself as Vice Presidentof AmSouth Bank, Trustee.

Sworn to and subscribed before me on this 13th day of November, 2000.

DEBRA L. GENTRY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

_____
NOTARY PUBLIC
My Commission Expires: _____

My Commission Expires JULY 26, 2003

AMSOUTH BANK, as Trustee for the Trust under the will of Marilyn Patricia Cobb McDowell for the benefit of Robert A. McDowell, Jr. and issue (an undivided 74/900th interest).

By: _____

Title: Vice President

STATE OF TENNESSEE }
}
} ss.
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Douglas Kirk, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of AmSouth Bank, Trustee, of the Trust under the will of Marilyn Patricia Cobb McDowell for the benefit of Robert A. McDowell, Jr. and issue the within named bargainor, and that he as such Vice President of AmSouth Bank, Trustee, being duly authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of AmSouth Bank, Trustee by himself as Vice Presidentof AmSouth Bank, Trustee.

Sworn to and subscribed before me on this 24th day of November, 2000.

NOTARY PUBLIC
NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: My Commission Expires JULY 26, 2003

AMSOUTH BANK, as Trustee for the Trust under the will of Marilyn Patricia Cobb McDowell for the benefit of R. Dennis McDowell and issue (an undivided 16 1/3 /300th interest

By: _____

Title: _____

STATE OF TENNESSEE }
}
COUNTY OF DAVIDSON } ss.

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Douglas Kirby, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of AmSouth Bank, Trustee, of the Trust under the will of Marilyn Patricia Cobb McDowell for the benefit of R. Dennis McDowell, and issue the within named bargainor, and that he as such Vice President of AmSouth Bank, Trustee, being duly authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of AmSouth Bank, Trustee by himself as Vice Presidentof AmSouth Bank, Trustee.

Sworn to and subscribed before me on this 13th day of November, 2000.

DEBRA L. GENTRY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC

My Commission Expires: My Commission Expires JULY 26, 2003

AMSOUTH BANK, as Trustee for the Trust under the will of Marilyn Patricia Cobb McDowell for the benefit of R. David McDowell and issue (an undivided 16 1/3 /300th interest).

By: _____

Title: Vice-President

STATE OF TENNESSEE }
}
COUNTY OF DAVIDSON } ss.

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Douglas Kirby, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of AmSouth Bank, Trustee, of the Trust under the will of Marilyn Patricia Cobb McDowell for the benefit of R. David McDowell, and issue the within named bargainor, and that he as such Vice President of AmSouth Bank, Trustee, being duly authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of AmSouth Bank, Trustee by himself as Vice Presidentof AmSouth Bank, Trustee.

Sworn to and subscribed before me on this 17th day of November, 2000.

DEBRA L. GENTRY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

_____

NOTARY PUBLIC My Commission Expires JULY 26, 2003

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Metes and Bounds description of the Randall Bruce Purcell and Carol P. Purcell, et al tract of land (for 12.61 acres) left as a remnant of the original 29.72 acre tract recorded in Deed Book 9164, page 19, known as Map 51 parcels 073 and 088. Said remnant parcel being the result of the (State of Tennessee) Tennessee Department of Transportation acquiring a portion of the 29.72 acre original tract for right-of-way purposes for Federal Project HPP-NH-155(9) State Project 19076-2236-14 year 2000. Said tract or parcel of land being and lying in Davidson County, State of Tennessee and more specifically described as follows to wit:

A tract of land in the Second Civil District of Metropolitan Nashville - Davidson County, Tennessee. Lying in the northeast quadrant of the Junction of Interstate Highway I-65 North and Briley Parkway and Ellington Parkway/Briarville Road Intersection and described with metes and bounds as follows:

Beginning at a point (Proposed Concrete Highway Monument) at the southwest corner of a (dead end) proposed 60 foot wide access road to the said tract. Said point of beginning stands North 8 deg. 56' 24" East 225.58 feet from the most south southeast corner at the original 29.72 acre tract as recorded in Deed Book 9164, page 19, Register's Office for Davidson County, Tennessee.

Thence with the north margin of the new right-of-way take line (a division line) through the Purcell Tract North 83 deg. 48' 35" West 247.42 feet to a point (Proposed Concrete Highway Monument).

Thence, continuing with the division line South 57 deg. 47' 00" West 281.60 feet to a point (Proposed Concrete Highway Monument) in the eastern boundary line of Melissie Earlene Conrad Bush, Deed Book 6564, page 782, Map 51, Parcel 91, Register's Office for Davidson County, Tennessee.

Thence, continuing with Bush's eastern boundary line North 6 degrees 07' 49" East 119.66 feet to a point the northeast corner of Bush's Tract, Deed Book 6564, page 782, Map 51, Parcel 91, Register's Office for Davidson County, Tennessee.

Thence, continuing with the north boundary of Bush's Tract, Deed Book 6564, page 782, Map 51, Parcel 91, North 83 deg. 55' 51" West 443.39 feet to the northwest corner of Bush's Tract, Deed Book 6564, page 782, Map 51, Parcel 91, and at the northeast corner of Melissie Earlene Conrad Bush, Deed Book 6564, page 782, Map 51, Parcel 92 (Proposed Concrete Highway Monument), thence with the north boundary line of Bush's Tract, Deed Book 6564, page 782, Map 51, Parcel 92, North 83 deg. 55' 51" West 55.32 feet to a point in the north boundary of Bush's, Deed Book 6564, page 782, Map 51, Parcel 92, a point in the Purcell division line. (State Right-of-Way Take Line and Proposed Concrete Highway Monument).

Thence, continuing with the northern boundary of the State Right-of-Way Take Line and the Purcell division line the following calls and distances:

North 66 deg. 11' 32" West 494.41 feet to Proposed Concrete Highway Monument;

North 41 deg. 08' 04" West 325.79 feet to Proposed Concrete Highway Monument;

North 0 deg. 57' 51" West 268.75 feet to Proposed Concrete Highway Monument;

North 39 deg. 54' 29" East 712.25 feet to Proposed Concrete Highway Monument;

in an old rock wall fence at the southwest corner of Goodpasture Christian School, Deed Book 6956, page 332, Map 51, Parcel 23, and the northwest corner of Melissie Earlene Conrad Bush, Deed Book 6564, page 793, Map 51, Parcel 71.

Thence, continuing with the eastern boundary line of the original Purcell 29.72 acre tract of which this is a part and the western boundary of "Bush", Deed Book 6564, page 793, Map 51, Parcel 71, Tom Starling, Deed Book 2107, page 282, Map 51, Parcel 72, and Joe E. Fisher, Deed Book 6512, page 876, Map 51, Parcel 74, South 8 deg. 02' 18" West 933.30 feet to a point in an old rock wall fence, Fisher's southwest corner.

Thence, continuing with Fisher's South boundary line South 83 deg. 55' 51" East 868.39 feet to a point in the western boundary line of John M. Lynch, Deed Book 4561, page 436, Map 51, Parcel 75.

Thence, continuing with Lynch's West boundary line South 6 deg. 08' 38" West 156.29 feet to Lynch's southwest corner a 15 inch hickory tree.

Thence, continuing with Lynch's South boundary line South 79 deg. 07' 30" East 91.08 feet to Lynch's southeast corner at Noah W. Cooper's southwest corner a 24 inch hackberry in an old rock wall fence.

Thence, continuing with Cooper's South boundary line and an old rock wall fence South 82 deg. 11' 51" East 381.20 feet to Cooper's southeast corner in the old rock wall fence at a point in the west boundary line of John L. Jenkins's, Deed Book 4900, page 198, Map 51, Parcel 181.

Thence with Jenkins' west boundary line South 8 deg. 56' 24" West 12.53 feet to a Proposed Concrete Highway Monument at Jenkins' southwest corner and the northwest corner of the proposed new access road (dead end) to Purcell's original east boundary line of which this is a part.

Thence, continuing with Purcell's original east boundary line and with the right-of-way (dead end) of the proposed new access road South 8 deg. 56' 24" West 59.63 feet to the point of beginning and containing 12.61 plus or minus acres as noted in the attached Exhibit "A".

Being a portion of the same property vested in Elizabeth A. McDowell, Trustee of the Charles W. McDowell, Sr. and Elizabeth A. McDowell Caring (Trademark) Trust (as to a 5/12th undivided interest); AmSouth Bank, Trustee of Trust under the will of Robert A. McDowell, Sr. for the benefit of Robert A. McDowell, Jr. and issue (as to a 17/300th undivided interest); AmSouth Bank, Trustee of Trust under the will of Robert A. McDowell, Sr. for the benefit of R. Dennis McDowell and issue (as to a 17/300th undivided interest); AmSouth Bank, Trustee of Trust under the will of Robert A. McDowell, Sr. for the benefit of R. David McDowell and issue (as to a 17/300th undivided interest); AmSouth Bank, Trustee under the will of Marilyn Patricia Cobb McDowell for the benefit of Robert A. McDowell, Jr. and issue (as to a 74/900th undivided interest); AmSouth Bank, Trustee under the will of Marilyn Patricia Cobb McDowell for the benefit of R. Dennis McDowell and issue (as to a 16 1/3 / 300th undivided interest); and AmSouth Bank, Trustee under the will of Marilyn Patricia Cobb McDowell for the benefit of R. David McDowell and issue (as to a 16 1/3 / 300th undivided interest); R. David McDowel, individually (as to a 1/36 undivided interest); R. Dennis McDowell, individually (as to a 1/36 undivided interest); and Joyce McDowell Purcell, individually (as to a 1/6 undivided interest) by instruments of Record under the Last Will and Testament of Charles W. McDowell, Sr., Will Book A-6, page 47, Office of the Probate Clerk of Wilson County, Tennessee, under the Last Will and Testament of Robert A. McDowell, Sr., Will Book 130, page 280, Office of the Probate Court Clerk of Davidson County, Tennessee, under the Last Will and Testament of Marilyn Patricia Cobb McDowell, Will Book 155, page 15, Office of the Probate Court Clerk of Davidson County, Tennessee, by Deeds of record in Book 8595, page 633; Book 8609, page 19; Book 7897, page 960; Book 6993, page 388; Instrument No. 199912210305964 and under the Last Will and Testament of R. Bryan McDowell, Jr., Will Book 176, page 557, Office of the Probate Court Clerk of Davidson County, Tennessee.