BOX 38 JPS

This Instrument Was Prepared By:
Jack F. King, Jr., Esq.
Miller & Martin LLP
1200 First Union Tower
150 4th Avenue North
Nashville, TN 37219

Davidson County DEEDWARR
Recvd: 04/17/01 15:04 5pgs
Fees:23.00 Taxes:8510.00
20010417-0037618

Address New Owner(s):
Eagle Properties, a Tennessee general partnership having Stuart S. Southard and Anne M. Southard as general partners
P. O. Box 155
Brentwood, TN 37024

Send Tax Bills to:
New Owner

Map and Parcel No.:
118-16-5

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, RIDGEFIELD PROPERTIES, a Tennessee general partnership, (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to EAGLE PROPERTIES, a Tennessee general partnership having Stuart S. Southard and Anne M. Southard as general partners, (the "Grantee"), his heirs and assigns, the following described land in Davidson County, Tennessee, to-wit:

A tract or parcel of land located in Nashville, Davidson County, Tennessee and being more particularly described on Exhibit A attached hereto.

This is improved property known as 2940 Kraft Drive, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and his heirs and assigns, forever. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple subject to those matters set forth on Exhibit B attached hereto and has a good right to convey it. Grantor further covenants and binds itself, its successors, and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it but no further or otherwise.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 16th day of April, 2001.

RIDGEFIELD PROPERTIES, a Tennessee General Partnership

By: KERMIT C. STENGEL CO., Managing General Partner

By: _____
Title: _____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Jack F. King Jr., a Notary Public in and for the County and State aforementioned, personally appeared Kermit C. Stengel, Jr., 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 President of KERMIT C. STENGEL CO., the managing general partner of RIDGEFIELD PROPERTIES, the within named bargainor, a partnership, and that he as such President of KERMIT C. STENGEL CO., executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as President of KERMIT C. STENGEL CO., its general partner.

Witness my hand and seal, at office in Nashville, Tennessee, this 16th day of April, 2001.

_____
Notary Public

My Commission Expires: 5/31/2004

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $2,300,000.00.

Affiant

Subscribed and sworn to before me this 16th day of April, 2001.

Notary Public

My Commission Expires: 5/31/2004

EXHIBIT A

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, located on the east margin of Kraft Drive, being Lot Numbers 16, 17, 18, 19 and the southern half of Lot 20 on the Plan of Sidco, of record in Plat Book 2133, page 115, Register's Office for Davidson County, Tennessee, and being further described according to a survey made by James Allen Crawford, 1929 21st Avenue South, Nashville, TN 37212, dated March 8, 2001, as follows:

Beginning at an iron pin set in the east margin of Kraft Drive, being the southwest corner of Lot 16 on the Plan of Sidco of record in Plat Book 2133, page 115, said Register's Office; thence, with said margin North 02° 40' 00" East, 459.00 feet to an iron pin set; thence, leaving said margin and along or near the line of Tennessee Chips LLC of record in Instrument No. 20001108-0111122, said Register's Office, South 87° 20' 00" East 315.00 feet to an iron pin set in the west line of Southern Colortype Co. Inc., of record in Book 8034, page 408, said Register's Office; thence, along or near the line of said Southern Colortype Company, Inc., and Hayward Industries, Inc. of record in Book 8652, page 583, said Register's Office, South 02° 40' 00" West 459.00 feet to an iron pin set in the northeast corner of 2950 Kraft Drive, LLC, of record in Book 11090, page 213, said Register's Office; thence, along or near the line of said 2950 Kraft Drive, LLC, North 87° 20' 00" West, 315.00 feet to the point of beginning and containing 144,585 square feet or 3.32 acres, more or less.

BEING a portion of the same property conveyed to Ridgefield Properties, a Tennessee general partnership, by Deed of Record in Instrument No. 199912300308923, Register's Office for Davidson County, Tennessee.

EXHIBIT B

1. Taxes for the year, a lien, which are not yet due and payable. Tax Parcel No. 118-16/5.

2. Private railroad easement of record in Book 2293, page 555, said Register's Office.

3. Easement for Sewage Facilities and Equipment, of record in Book 2271, page 473, said Register's Office.

4. Reservation of Fissionable Materials of record in Book 2152, page 347, said Register's Office.

5. Owners Certificate, 30-foot building setback line, 10-foot sanitary sewer easement, a 6-foot water main and 10-foot easement shown on plan of record in Book 2133, page 115, said Register's Office.

6. Transfer of water mains and equipment and easements thereto of record in Book 2244, page 611, said Register's Office.

7. Temporary construction easement of record in Book 4124, page 288, said Register's Office.

8. Mutual easement of record in Book 5958, page 861, said Register's Office.

9. Terms and Conditions of Lessor's Agreement of record in Book 5667, page 210, said Register's Office.

10. Lease dated June 1, 1984 with SunChemical, as amended.

11. Lease dated August 30, 1993, with A. Schulman, Inc., f/k/a Comalloy International Company, as amended.