Box 48B

This Instrument Prepared By:
John A. Gupton, III, Esq.
Baker, Donelson, Bearman & Caldwell, P.C.
Suite 1000, 211 Commerce Street
Nashville, Tennessee 37201

Davidson County DEEDWARR
Recvd: 11/29/01 12:13 4pgs
Fees:23.00 Taxes:6604.50
20011129-0130706

ADDRESS NEW OWNER
MHL, Inc.
P. O. Box 532
Hendersonville, Tennessee 37077

SEND TAX BILLS TO:
Same

MAP PARCEL
Map 118-8
Parcel 263

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,785,000.00.

Affiant

Subscribed and sworn to before me this the 28th day of November, 2001.

Notary Public

My Commission Expires: 10-14-02

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Melrose Properties Partners**, a Tennessee general partnership, hereinafter called "GRANTOR," has bargained and sold, and by these presents does transfer and convey unto **MHL, Inc.**, a Tennessee corporation, hereinafter called "GRANTEE," its successors and assigns, certain real property in Davidson County, State of Tennessee, described as follows (the "Property"):

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Resubdivision of Lot 3, Four-Forty Center, as shown on plat of record in Plat Book 9700, page 725, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

Being the same property conveyed to Melrose Properties Partners, a Tennessee general partnership, by deed of record in instrument #200001240007795, Register's Office for Davidson County, Tennessee.

The Property is transferred subject to the limitations, restrictions, and encumbrances set forth on Exhibit "A."

This is improved property known as 655 Melrose Avenue, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with said GRANTEE that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by Grantor, except as listed on **Exhibit A**; and GRANTOR does further covenant and bind itself, its successors, assigns and representative, to warrant and forever defend the title to the Property to the said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under the GRANTOR, but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS its hand this, the 28th day of November, 2001.

Melrose Properties Partners, a Tennessee general partnership

By: _____
Patrick J. Riley, Jr.
General Partner

By: **Winterhaven Partners, a Tennessee general partnership**
General Partner

By: _____
John A. Gupton, III,
General Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Patrick J. Riley, 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 general partner of Melrose Properties Partners, the within named bargainor, a Tennessee general partnership, and that he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as general partner.

Witness my hand and seal, at office in Nashville, Tennessee, this, the 28th day of November, 2001.

_____
Notary Public

My Commission Expires: 11/27/04

MARILYN HYDE
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared John A. Gupton, III, 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 general partner of Winterhaven Partners, a general partner of Melrose Properties Partners, a Tennessee general partnership, the within named bargainor, and that he as such general partner, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as such general partner and on behalf of Melrose Properties Partners, a Tennessee general partnership.

WITNESS my hand and seal at office, on this the 28th day of November, 2001.

Marilyn A Hyde
Notary Public

My Commission Expires:

11/27/04

MARILYN HYDE
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires NOV 27, 2004

EXHIBIT "A"

THE ABOVE DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING:

1. Davidson County taxes for the year 2002 and subsequent years.

2. Subject to all matters as shown on Plan of record in Book 9700, page 725, as corrected by Surveyor's Certification of Correction in Book 11134, page 747, Register's Office for Davidson County, Tennessee, including a 15' public utility easement.

3. Subject to Easement for Sanitary Sewer and/or Storm Drainage of record in Book 3964, page 867, Register's Office for Davidson County, Tennessee.

4. Subject to unrecorded Lease Agreement by and between Melrose Properties, LLC and General Electric Corporation, dated December 20, 1999, and provision therein for first right of refusal.

5. Subject to restrictions contained in deed of record in Book 8048, page 353, Register's Office for Davidson County, Tennessee.

6. Subject to Declaration of Restrictive Covenants of record in Book 10212, page 614, Register's Office for Davidson County, Tennessee.

7. Subject to all matters as shown on the survey by Dale & Associates dated November 12, 2001, #97115.