Davidson County DEEDWARR
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Fees:33.00 Taxes:123025.00
20040513-0056040

THIS INSTRUMENT PREPARED BY:

Robert L. Gorham, Esq.
Holland & Knight LLP
2099 Pennsylvania Ave., N.W., Ste. 100
Washington, DC 20006

AFTER RECORDING RETURN TO:

Ingber and Klapper, LLP
575 Lexington Avenue, 31st Floor
New York, NY 10022
Attn: Benjamin S. Klapper, Esq.

SPECIAL WARRANTY DEED

New Owner's Address:	Send Tax Bills To:	Map Parcel Number:
Delpres Nashville LLC 5140 Yonge Street, Suite 1540 Toronto, Ontario, Canada M2N6L7	Delpres Nashville LLC 5140 Yonge Street, Suite 1540 Toronto, Ontario, Canada M2N6L7	Map: 134 Parcel: 229

THIS INDENTURE, made and entered into as of the 11th day May 2004, by and between **NASHVILLE JOINT VENTURE, LLC**, a Tennessee limited liability company, party of the first part, and **DELPRES NASHVILLE LLC**, a Delaware limited liability company, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the party of the second part, the following described real estate, situated in the City of Nashville, County of Davidson, State of Tennessee, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with all buildings, structures, fixtures and improvements located thereon.

The property is improved with an address of: 550 Metroplex Drive, Nashville, TN 37211-3133.

Being the same property conveyed to the party of the first part by Quitclaim Deed of record at Book 11230, page 518 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD The aforedescribed real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the party of the second part, its successors and assigns in fee simple forever.

The party of the first part does hereby covenant with the party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for those exceptions, reservations and other matters described on Exhibit B attached hereto and incorporated herein by reference; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through, or under it, but not further or otherwise.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

[signature on following page]

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by and through its duly authorized officers as of the day and year first above written.

NASHVILLE JOINT VENTURE, LLC,
a Tennessee limited liability company

By: Nashville Independent Member Corporation, a Tennessee corporation, its managing member

By: _____
Name: John C. Droke
Title: Vice President

DISTRICT OF COLUMBIA, to wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that John C. Droke, as Vice President of Nashville Independent Member Corporation, a Tennessee corporation, in its capacity as managing member of Nashville Joint Venture, LLC, a Tennessee limited liability company, Grantor in the foregoing and annexed instrument, did personally appear before me this day and acknowledged the same to be his act and deed on behalf of Nashville Joint Venture, LLC.

GIVEN under my hand and seal this 10th day of May 2004.

_____
Notary Public

My Commission Expires: April 14, 2009

[NOTARY SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, being Lot Number Eleven, as shown in the Plan of Section Eleven, Metroplex, as of record in Book 6900, Page 362, R.O.D.C., and being more particularly described as follows:

BEGINNING at the point of intersection of the southerly margin of the CSX Transportation Railroad and the westerly margin of Antioch Pike.

THENCE, with said westerly margin of Antioch Pike, S 42 deg. 38' 05" E, 388.39 feet to a concrete monument;

THENCE, leaving said westerly margin with the northerly line of property conveyed to Fraternal Order of Eagles Aerial 86, by deed of record in Book 6913, Page 391, R.O.D.C., and the northerly line of lot Eleven-A, as shown on the aforementioned plan of Section Eleven, Metroplex, S 47 deg. 44' 40" W, 430.64 feet to a point;

THENCE, continuing with said northerly line S 56 deg. 31' 39" W, 596.66 feet to a point in the easterly margin of Metroplex Drive;

THENCE, with said easterly margin N 33 deg. 28' 21" W, 778.50 feet to a point;

THENCE, continuing with said easterly margin with a curve to the left 49.57 feet to a point, said curve having a central angle of 07 deg. 03' 23", a radius of 402.50 feet, a tangent of 24.82 feet and a chord of N 37 deg. 00' 03" W, 49.54 feet;

THENCE, leaving said easterly margin with the southerly line of AFPC Metroplex Investors 1984 Ltd., as of record in Book 6323, Page 362, R.O.D.C., N 57 deg. 05' 09" E, 177.83 feet to a point;

THENCE, continuing with said southerly line N 12 deg. 18' 00" E, 325.00 feet to a point in the southerly margin of the CSX Transportation Railroad;

THENCE, with said southerly margin, the following calls: S 77 deg. 42' 00" E, 251.82 feet to a point; S 12 deg. 18' 00" W, 25.00 feet to a point; S 77 deg. 42' 00" E, 566.34 feet to a point of beginning.

Together with all rights and interest created for the benefit and burden of the foregoing property under that certain Cross-Easement Agreement dated as of December 1, 1988, of record in Book 7729, Page 485, said Register's Office.

EXHIBIT B

1. Taxes.

Map 134, Parcel 229 (fee tract). Taxes for the year 2004 and subsequent years, a lien not yet due and payable.

Map 134, Parcel 283 (appurtenant easement parcel in Schedule A). Taxes for the year 2004 and subsequent years, a lien not yet due and payable.

2. Lease Agreement of record in Book 7739, page 45, Register's Office, Davidson County, Tennessee; as amended by Amendment to Short Form Lease between Nashville Joint Venture LLC and First American National Bank of record in Book 11230, page 523, Register's Office, Davidson County, Tennessee.

3. Subject to the flow of Sorghum Branch and Storm Water Detention Pond Agreement and easement of record in Plan Book 6900, page 362, and as set forth in Book 7288, page 936, Register's Office, Davidson County, Tennessee.

4. [Intentionally omitted]

5. Subject to the following matters shown on plat of record in Plan Book 6900 Page 362 Register's Office of Davidson County, Tennessee, as to which the existing improvements do not violate:

(a) Restriction recited in the Owner's Certificate appearing on said plat: "No lot or lots as shown hereon shall again be subdivided, re-subdivided, altered or changed so as to produce less area than hereby established until otherwise approved by the Metropolitan Planning Commission"

(b) As noted on the plat, easement allowing for an encroachment of undetermined width along Antioch Pike.

6. Subject to Cross-Easement Agreement dated December 1, 1988, and recorded on December 16, 1988, in Book 7729, page 485, Register's Office, Davidson County, Tennessee.

7. Subject to Easement to Metro Government for Water Mains and Appurtenances of record in Book 11625, page 192, Register's Office, Davidson County, Tennessee (as depicted on survey).

8. Subject to rights of upper and lower riparian owners to the flow of the waters of Sorghum Branch, free from diminution or pollution.

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

The actual consideration or value whichever is greater, for this transfer is $33,250,000.00

Affiant:

DELPRES NASHVILLE LLC, a Delaware limited liability company

By: DPG Inc., a Delaware corporation, its managing member

By: _____
Name: Leo Schwartz
Title: Vice President

Subscribed and sworn to before me this the 11th day of May 2004.

_____
Notary Public
My commission expires:

[NOTARY SEAL]

JACQUELINE AUSTIN
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES:
DECEMBER 31, 2008