FILE NUMBER
300395

This Instrument Prepared By:	Owner:	Send Tax Bills To:
R. W. Hardison, Esq. Hardison & Hay, Attorneys at Law 506 N. High Street Post Office Box 1967 Columbia, TN 38401	Regal Cinemas, Inc. 7132 Regal Lane Knoxville, TN 37918	Regal Cinemas, Inc. 7132 Regal Lane Knoxville, TN 37918

SPECIAL WARRANTY DEED

This indenture is made and entered into this 27TH day of August, 2010 between MADDOX FOUNDATION, a Mississippi non-profit corporation (successor to Maddox Foundation, a charitable trust created by Dan W. Maddox under agreement dated October 10, 1968) (hereinafter referred to as "GRANTOR") and REGAL CINEMAS, INC., a Tennessee corporation (hereinafter referred to as "GRANTEE").

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, cash in hand paid, Grantor does by these presents, sell, transfer and convey unto grantee, the following described tract or parcel of real property:

Being a tract of land lying in Nashville, Davidson County, Tennessee, also being part of Lot 1 of the First Revision Corcoran/Maddox Property, as of record in Plat Book 7900, Page 742, at the Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Commencing at a point in the southerly right-of-way line of Highway 70 South, width varies, at a corner common with Lot 1 of the First Revision Corcoran/Maddox Property, also being the property of Bellevue I, LLC, as of record in Instrument Number: 20040722-0087805, at the Register's Office for Davidson County, Tennessee and Lot 2 of the First Revision Corcoran/Maddox Property, also being the property of Highway 70 South Restaurant Partners, as of record in Instrument Number: 20080527-0054007, at the Register's Office for Davidson County, Tennessee;

Thence leaving the southerly right-of-way line of Highway 70 South, with the common line between said Lot 1 and said Lot 2, South 12 deg 36 min 52 sec East, 157.08 feet to an existing iron rod and the TRUE POINT OF BEGINNING, said existing iron rod being located at Northing: 637,750.71; Easting: 1,684,640.56; on the State Plane Coordinate System;

BILL GARRETT, Davidson County
Trans:T20100054717 DEEDWARRSP
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Fees:43.00 Taxes:4440.00
20100901-0069500

Thence with the southerly property line of said Lot 2, North 87 deg 06 min 32 sec East, 97.03 feet to an existing pk nail;

Thence North 75 deg 59 min 26 sec East, 388.67 feet to an existing pk nail;

Thence with the westerly property line of said Lot 2, South 40 deg 06 min 32 sec East, 253.65 feet to an iron rod set in the northerly property line of Bellevue I, LLC;

Thence with the northerly property line of Bellevue I, LLC, South 51 deg 41 min 00 sec West, 709.15 feet to an iron rod set;

Thence North 89 deg 14 min 20 sec West, 121.80 feet to an iron rod set;

Thence with the easterly property line of Bellevue I, LLC, North 39 deg 20 min 00 sec West, 221.15 feet to an iron rod set;

Thence with the southerly property line of Bellevue I, LLC, North 35 deg 40 min 00 sec East, 122.50 feet to an iron rod set;

Thence North 50 deg 20 min 00 sec East, 153.07 feet to an iron rod set;

Thence with the easterly property line of Bellevue I, LLC, North 02 deg 53 min 30 sec West, 165.00 feet to the POINT OF BEGINNING. Containing 276,295 square feet or 6.343 acres more or less. All according to survey by R. Scot Cherry (Cherry Land Surveying, Inc.), TN RLS#1512 dated August 8, 2010.

Being the same property conveyed to The Maddox Foundation, a Mississippi nonprofit corporation by Deed of record in Instrument No. 20031231-0184986, Register's Office for Davidson County, Tennessee. Also being a portion of the same property conveyed to Robin G. Costa and Tommye Maddox Working as Co-Trustees of the Maddox Foundation, a charitable trust created by Dan W. Maddox under agreement, dated October 10, 1968 by Deed of record in Instrument No. 19991230-0308951, in the Register's Office for Davidson County, Tennessee. See also instruments of correction (scrivener's affidavits) in 20100901 . 0069499 . The Maddox Foundation, a charitable trust created by Dan W. Maddox under agreement, dated October 10, 1968, was legally reorganized and converted into The Maddox Foundation, a Mississippi non-profit corporation, by Agreement as to Reorganization of Maddox Foundation dated July 27, 2001 (effective August 1, 2001) – see Exhibit A attached hereto.

Tax Map 127, Parcel 275 and Tax Map 127, Parcel 301

ALSO conveyed herewith are rights of access as set forth in instruments of record in Book 3346 at page 133 (Final Decree) and Book 9364 at page 926 (Declaration of Reciprocal Easements and Restrictive Covenants) and as shown on Plat Book 7900 at page 742 as set forth in the Davidson County, Tennessee Register of Deeds office.

To have and to hold the above-described tract or parcel of land, together with all rights, titles, interests, easements, appurtenances, and hereditaments thereto appertaining, to Grantee, its heirs and assigns forever in fee simple.

Grantor does hereby covenant with Grantee that Grantor has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said tract or parcel of land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever; and Grantor does further covenant and bind itself, its heirs and assigns, to warrant and forever defend the title to said land to said Grantee, its heirs and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

In Witness Whereof, Grantor has set its hand(s) the date first above-written.

MADDOX FOUNDATION,
a Mississippi non-profit corporation

BY: _____
Paul T. Morris, Secretary

STATE OF MISSISSIPPI)
)
COUNTY OF DESOTO)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared PAUL MORRIS, to me known to be the person described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged himself to be the SECRETARY of MADDOX FOUNDATION, a Mississippi non-profit corporation, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the corporation by him or herself as such officer.

Witness my hand and seal at office in the aforesaid state and county this 27TH day of AUGUST, 2010.

SEAL

STATE OF MISSISSIPPI
LESLIE BIERMAN
NOTARY PUBLIC
ID# 64119
Commission Expires
November 10, 2013
DESOTO COUNTY

Leslie Bierman
NOTARY PUBLIC
COMMISSION EXPIRES: 11/10/2013

OATH: I, the undersigned affiant, do hereby swear or affirm that the actual consideration for transfer or the value of the property being transferred, whichever is greater, is $1,200,000.00.

Paul O. Morris
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THE UNDERSIGNED THIS 27TH DAY OF AUGUST, 2010.

SEAL

STATE OF MISSISSIPPI
LESLIE BIERMAN
NOTARY PUBLIC
ID# 64119
Commission Expires
November 10, 2013
DESOTO COUNTY

Leslie Bierman
NOTARY PUBLIC
COMMISSION EXPIRES: 11/10/2013

EXHIBIT A

AGREEMENT AS TO REORGANIZATION OF MADDOX FOUNDATION

WHEREAS, Maddox Foundation, a tax-exempt private foundation trust (the "Trust"), E.I. Number 23-7017790, and Maddox Foundation, a Mississippi tax-exempt nonprofit corporation (the "Corporation"), E.I. Number 64-0917900, have requested rulings from the Internal Revenue Service to the effect that their proposed plan to transfer all assets of the Trust to the Corporation qualifies as part of a tax-free "liquidation, merger, redemption, reorganization, or other adjustment, organization, or reorganization" ("reorganization") permitted for tax-exempt entities under Section 507(b)(2) of the Internal Revenue Code of 1986; and

WHEREAS, the Internal Revenue Service has confirmed in a reply dated June 19, 2001, that the proposed plan qualifies; and

WHEREAS, the trustee of the Trust is authorized pursuant to Article 12 of Maddox Foundation Trust Agreement, as amended, to organize a tax-exempt corporation and "convey, transfer, and deliver to such corporation all the property and assets to which this Trust may be or become entitled;" and

WHEREAS, the wills and revocable trust agreements of Dan and Margaret Maddox were executed after the execution of Maddox Foundation Trust Agreement, which was executed by Dan Maddox; and

WHEREAS, Dan and Margaret Maddox anticipated the transfer of assets to a corporate entity with the same charitable uses and purposes as those of the Trust;

NOW, THEREFORE, pursuant to Article 5 of Maddox Foundation Trust Agreement, the Trustee of Maddox Foundation Trust authorizes by her signature hereunder the following:

1. The Trust hereby transfers to the Corporation, effective August 1, 2001, its legal and equitable title in any and every asset it presently has or shall be entitled to in the future.

2. The aforesaid transfers are without consideration and are part of a tax-free "reorganization" between private foundations authorized by section 507(b)(2) of the Internal Revenue Code. The specific reorganization is intended to comply fully with the assumptions and rulings set forth in the Private Letter Ruling to the Trust and Corporation from the Internal Revenue Service dated June 19, 2001.

3. The Corporation hereby and unconditionally accepts, effective August 1, 2001, receipt of the items transferred pursuant to 1. above.

4. The Corporation hereby assumes, effective August 1, 2001, any and all then outstanding liabilities of the Trust.

5. The Corporation agrees that it is the legal successor to the Trust, including its tax attributes, effective August 1, 2001.

6. The Trust agrees that it shall liquidate and cease all activity at the end of the day on July 31, 2001. It shall subsequently notify the Internal Revenue Service of its intention to terminate its existence and file a final tax return as required by section 6043(b) of the Internal Revenue Code.

7. The Trust agrees that it shall notify all interested parties of the reorganization, the transfer of its assets and liabilities, the identity of its successor, and where necessary, request a change of title or record of ownership. Notification shall be made promptly and, where possible, prior to the transfer date. Best efforts shall be made in all other respects to facilitate and expedite the transfers and the completion of this reorganization in compliance with this Agreement, federal and state law, and the parties' Actions on Written Consent, attached hereto as Exhibit 2.

This Agreement is entered into by the Parties this 27 day of July, 2001, by their duly authorized representatives signing below.

Robin Grindstaff Costa
Managing Trustee
Maddox Foundation (Trust)

Robin Grindstaff Costa
Director
Maddox Foundation (Corporation)

Tommye Maddox Working
Director
Maddox Foundation (Corporation)

STATE OF MISSISSIPPI)
)
COUNTY OF DeSOTO)

Before me, Barbara Burkeen personally appeared Robin G. Costa, with whom I am personally acquainted, and who, upon oath acknowledged herself to be the Managing Trustee of Maddox Foundation, and that she as such Managing Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in her capacity as the Managing Trustee.

WITNESS my hand and official seal at Hernando, Mississippi, 27 day of July, 2001.

Barbara Burkeen
Notary Public

My Commission Expires: Nov 1, 2002

STATE OF MISSISSIPPI)
)
COUNTY OF DeSOTO)

Before me, Barbara Burkeen personally appeared Robin G. Costa, with whom I am personally acquainted, and who, upon oath acknowledged herself to be a Director of Maddox Foundation, and that she as such Director being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in her capacity as a Director.

WITNESS my hand and official seal at Hernando, Mississippi, this 27 day of July, 2001.

Barbara Burkeen
Notary Public

My Commission Expires: Nov 1, 2002

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Linda W. Harvey, personally appeared Tommye Maddox Working, with whom I am personally acquainted, and who, upon oath acknowledged herself to be a Director of Maddox Foundation, and that she as such Director being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in her capacity as a Director.

WITNESS my hand and official seal at Nashville, Tennessee, this 14th day of August, 2001.

Linda W. Harvey
Notary Public

My Commission Expires: 3/26/05