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THIS INSTRUMENT PREPARED BY:
Laurence M. Papel, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
211 Commerce Street, Suite 1000
Nashville, TN 37201

Davidson County DEEDWARR
Recvd: 01/12/07 16:13 4 pgs
Fees:23.00 Taxes:54689.03
20070112-0005539

ADDRESS NEW OWNER
Tower Music City, II, LLC
250 West Main Street
Suite 101
Woodland, California 95695

SEND TAX BILLS TO:
Same

MAP PARCEL
93-10-473

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $14,780,820.00.

Affiant

Subscribed and sworn to before me this the 10th day of January, 2007.

Notary Public

MARILYN HYDE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires: 11/22/08

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Arena Properties, L.L.C.**, a Tennessee limited liability company, hereinafter called "GRANTOR," has bargained and sold, and by these presents does transfer and convey unto **Tower Music City II, LLC**, a Delaware limited liability company hereinafter called "GRANTEE," its successors and assigns, certain real property in Davidson County, State of Tennessee, described as follows (the "Property"):

(SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN)

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

This is unimproved property located on 301 Fifth Avenue South, Nashville, Tennessee.

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 B** and representations and limitations as expressly provided for hereby; 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 10th day of January, 2007.

GRANTOR:

Arena Properties, L.L.C., a Tennessee Limited liability company

By: _____
Laurence M. Papel

Title: Secretary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Laurence M. Papel**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledge himself to be Secretary of Arena Properties, L.L.C., the within named bargainor, a Tennessee limited liability company, and that he as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Secretary.

Witness my hand and seal, at office, in Nashville, Tennessee, this the 10th day of January, 2007.

_____
Notary Public

My Commission Expires:

11/22/08

MARILYN HYDE
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

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2901665-000017 1/11/2007

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 5 on the Plan of Nashville Arena First Revision, Phase 2, as shown on plat of record in Plat Book 9700, pages 249, 250 and 251, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description

Being the same property conveyed to Arena Properties, L.L.C., a Tennessee limited liability company, by deed of record in Book 10292, page 157, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

THE FOREGOING DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING:

1. Metropolitan Government and Davidson County taxes for the year 2007 and subsequent years.

2. Rights of Central Parking System of Tennessee, Inc., as tenant only, pursuant to an unrecorded lease.

3. Development Agreement of record in Book 10292, page 150, Register's Office for Davidson County, Tennessee.

4. Easements as recorded in Metro Council Bill No. 94-1114.

5. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 9208, page 613, Register's Office for Davidson County, Tennessee, and in any allied instrument(s) referred to in said restrictions.

6. All matters shown on Plat recorded in Book 9700, pages 249, 250 and 251, Register's Office for Davidson County, Tennessee.