THIS INSTRUMENT PREPARED BY:
Matthew Werthman, Esq.
Klehr Harrison Harvey Branzburg & Ellers LLP
260 S. Broad Street
Philadelphia, Pennsylvania 19102

R+N TO:

FIRST AMERICAN TITLE INSURANCE CO.
TWO PENN CENTER PLAZA, SUITE 1910
PHILADELPHIA, PA 19102

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OWNER/RESPONSIBLE TAXPAYER:
217 3rd Avenue Plus 3, LLC
c/o Edie Johnson
2525 West End Avenue
Suite 940
Nashville, TN 37203

Source of Grantor's Title:
Deed recorded in Instrument No. 20070725-0088408,
Davidson County Register's Office
Map/Parcel: 93-02-3-154

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I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $6,600,000.

Affiant

Subscribed and sworn to before me this 31st day of March, 2008.

Notary Public

My commission expires 3-21-09

A. W. MORRISON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 21, 2009

Davidson County DEEDWARR
Recvd: 04/10/08 07:37 6 pgs
Fees:33.00 Taxes:24420.00
20080410-0036155

ooOoo

SPECIAL WARRANTY DEED

CPC Realty, LLC, a Delaware limited liability company, ("Grantor") for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and for other good and valuable consideration in hand paid the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto 217 3rd Avenue Plus 3, LLC, a Tennessee limited liability company ("Grantee"), Grantee's representatives, successors and assigns, the following described land, with the hereditaments and appurtenances thereto appertaining, to-wit:

> SITUATED in the First Civil District, Nineteenth Councilmanic District of Davidson County, Tennessee and being more particularly bounded and described as shown on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

TO HAVE AND TO HOLD the Property to the said Grantee, its successors and assigns, forever.

And Grantor, for itself, its successors and assigns, does hereby covenant that Grantor will forever warrant and defend the title to the Property to Grantee, its representatives, successors and assigns against the lawful claims of all persons claiming, by, through or under the Grantor, but not otherwise; and that such Property is free from all encumbrances except for those matters described on Exhibit B attached hereto.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED ON EXHIBIT A HERETO. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION

PROVIDED. The terms "Grantor" and "Grantee" and any pronouns shall be read in the singular and plural number and in such gender as the context may require.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this instrument the date first above written.

CPC Realty, LLC

By: John I. Hill

Its: Authorized Signatory

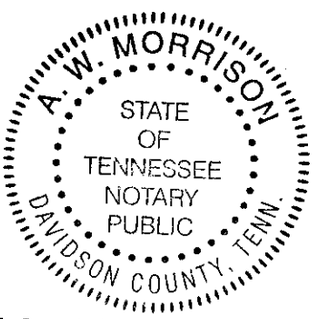
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, A. W. Morrison of the State and County aforesaid, personally appeared John I Hill, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be Authorized Signatory of CPC Realty, LLC, the within-named bargainor, a Delaware limited liability company, and that he as such Authorized Signatory, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Authorized Signatory.

WITNESS my hand and seal at office in Nashville, TN this 31st day of March, 2008.

A. W. Morrison
Notary Public

My commission expires: 3-21-09



My Commission Expires MAR. 21, 2009

Exhibit A

Being a parcel of land in Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, located in the northwesterly quadrant of the intersection of Third Avenue North and Bank Alley, being a part of Lot No. 40 on the plan of the original Town of Nashville, not of record, being more particularly described as follows:

Beginning at the point of intersection of the northerly right-of-way line of Bank Alley and the westerly right-of-way line of Third Avenue North;

Thence, with said northerly right-of-way line S 62° 19' 46" W, 175.47 feet to the point of intersection with the easterly right-of-way line of Printers Alley;

Thence, leaving said right-of-way line, N 27° 09' 41" W, 115.37 feet to a point;

Thence, leaving said right-of-way line, N 62° 17' 57" E, 174.38 feet to a point in the westerly right-of-way line of Third Avenue North;

Thence, with said right-of-way line S 27° 42' 11" E, 115.46 feet to the point of beginning;

Containing 20,190 square feet or 0.46 acre, more or less.

Being the same property conveyed to CPC Realty, LLC, a Delaware limited liability company by Quitclaim Deed from Allright Realty Company, a Delaware corporation of record in Instrument No. 20070725-0088408, in the Register's Office of Davidson County, Tennessee.

Tax Map 93-02-3 Parcel 154

Exhibit B

Permitted Encumbrances

1. Real estate taxes and assessments for the year **2008** and subsequent years, which are not yet due and payable.

2. Restrictive Covenants running with the land of the Metropolitan Development and Housing Agency in the Capital Mall Redevelopment Project of record in Book 7423, page 374, Book 8421, page 587, Book 9208, page 613, Instrument No. 200206260076795, and Instrument No. 200501240008719, in the Register's Office of Davidson County, Tennessee.

3. Easement Agreements of record in Book 9264, page 1, and Book 9264, page 9, in the Register's Office of Davidson County, Tennessee.

4. Authorization for Installing Luminaire or Banner Arm(s) on Side of Property of record in Book 9627, page 212, in the Register's Office for Davidson County, Tennessee.

5. Rights of SCO Building Group, LLC, as a tenant only under a written lease agreement dated February 14, 1994, with no option to purchase.

6. Any fact, rights, interests or claims that may exist or arise by reason of the following matters disclosed by a survey prepared by Philip E. Holmes, Jr., RLS No. 1728, Old Republic Site Management Services, dated January 9, 2007, Project No. 2007-01-0107:Any fact, rights, interests or claims that may exist or arise by reason of the following matters disclosed by a survey prepared by Philip E. Holmes, Jr., RLS No. 1728, Old Republic Site Management Services, dated January 9, 2007, Project No. 2007-01-0107:

- no minimum building setback lines are reflected