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

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

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. 20070725-0088400,
in the Davidson County Register's Office
Map/Parcel: 93-2-3-163

ooOoo

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $1,000,000.

Affiant

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

Notary Public

My commission expires: 3/21/09

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

Davidson County DEEDWARR
Recvd: 04/10/08 07:56 6 pgs
Fees:33.00 Taxes:3700.00
20080410-0036167

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 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").

This is improved property known as 215 Third Avenue North, Nashville, Tennessee.

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

A. W. MORRISON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAR. 21, 2009

Exhibit A

BEING PART OF LOT NO. 41 ON THE MAP OF THE ORIGINAL TOWN OF NASHVILLE NOT OF RECORD, AND DESCRIBED ACCORDING TO A COPY OF A SURVEY THEREOF MADE BY JAMES A. HAMILTON, JR. ENGINEERS, DATED MARCH 10, 1970, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST INTERSECTION OF THIRD AVENUE NORTH AND BANK ALLEY, SAID POINT BEING 10.39 FEET SOUTH FROM THE ORIGINAL LOT LINE BETWEEN LOTS NOS. 40 AND 41 ON SAID PLAN, AND BEING IN THE WEST MARGIN OF THE SIDEWALK; THENCE ALONG THE SOUTH MARGIN OF BANK ALLEY, WESTERLY 176.9 FEET TO A POINT WHICH IS 4.47 FEET EAST OF THE COMMON ORIGINAL LINE BETWEEN LOTS NOS. 41 AND 53 OF SAID PLAN, SAID POINT BEING IN PRINTER'S ALLEY; THENCE SOUTHERLY ALONG PRINTER'S ALLEY, 32.85 FEET TO A POINT WHICH IS 4.07 FEET EAST OF THE ORIGINAL LOT LINE BETWEEN LOTS NOS. 41 AND 53, BEING AT A JOINT IN A DOUBLE BRICK WALL, WHICH AT THIS POINT IS 2.13 FEET THICK, THENCE ALONG THE CENTER LINE OF SAID DOUBLE WALL, AND ALONG THE NORTH LINE OF THE PROPERTY THAT WAS CONVEYED TO DR. ROBERT S. NORMAN, ET AL, BY DEED OF RECORD IN BOOK 2296, PAGE 15, REGISTER'S OFFICE FOR SAID COUNTY, EASTERLY 177.22 FEET TO A POINT IN THE WEST MARGIN OF THIRD AVENUE NORTH IN THE CENTER LINE OF SAID DOUBLE BRICK WALL, WHICH IS AT THIS POINT 2.09 FEET THICK; THENCE NORTHERLY WITH THE MARGIN OF SAID THIRD AVENUE NORTH, 31.35 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CPC REALTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY QUITCLAIM DEED FROM CORPORATION, A DELAWARE CORPORATION OF RECORD IN INSTRUMENT NO. 20070725-0088400, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Tax Map 93-2-3 Parcel 163

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. The south boundary line of the land herein described is subject to an easement for the support of a double wall sometimes erroneously referred to in deeds as being a party wall.

3. Terms and conditions of the Restrictive Covenants Running with the Land of the Metropolitan Development and Housing Agency in the Captiol Mall ReDevelopment Project of record in Book 7423, page 374; in Book 8421, page 587; and in Book 9208, page 613, all in the Register's Office for Davidson County, Tennessee.

4. Terms, conditions and restrictions as contained in Ordinance No. BL2002-1033. of the Metropolitan Council of the Metropolitan Government of Nashville and Davidson County as it pertains to the Capitol Mall Redevelopment Project of record in Instrument# 20020626-0076795, in the Register's Office for Davidson County, Tennessee.

5. Terms and conditions of restrictions as retained in Ordinance No. 97-755, An Ordinance Approving Amendment No. 4 to the Capitol Mall Redevelopment Project Plan and Amendment No. 3 to the Rutledge Hill Redevelopment Plan of record in Book 10512, page 464, in the Register's Office for Davidson County, Tennessee.

6. Terms and conditions of the Restrictive Covenants Running with the Land of the Metropolitan Development and Housing Agency Capitol Mall Redevelopment Project with Supplemental Requirement as part of the Substitute Ordinance BL2004-424 of record in Instrument# 20050124-0008719, in the Register's Office for Davidson County, Tennessee.

7. Rights of public access in and to Banker's Alley and Printer's Alley that bound said property.