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

R+R

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

* OWNER/RESPONSIBLE TAXPAYER:
* The Carell Family, LLC
* c/o Edie Johnson
* 2525 West End Avenue
* Suite 940
* Nashville, TN 37203
*
* Source of Grantor's Title:
* Deed recorded in Instrument No. 20070725-0088412,
* in the Davidson County Register's Office
Map/Parcel: 93-6-2-105

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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 $1,775,000.

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

My Commission Expires MAR. 21, 2009

Davidson County DEEDWARR
Recvd: 04/10/08 07:58 6 pgs
Fees:33.00 Taxes:6567.50

20080410-0036170

oooOooo

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 The Carell Family, 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 Civil District No. 1, Councilmanic District No. 19, 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").

This is improved property known as 215 Church Street, 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 VP

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 A PARCEL OF LAND IN NASHVILLE, FIRST CIVIL DISTRICT, NINETEENTH COUNCILMANIC DISTRICT, DAVIDSON COUNTY, TENNESSEE, LOCATED IN THE SOUTHEASTERLY QUADRANT OF THE INTERSECTION OF CHURCH STREET AND THIRD AVENUE NORTH, BEING A PART OF LOT NO. 27 AS SHOWN ON THE PLAN OF THE ORIGINAL TOWN OF NASHVILLE, NOT OF RECORD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF THIRD AVENUE NORTH; THENCE, WITH SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 62 DEGREES 09 MINUTES 49 SECONDS EAST, 107.09 FEET TO POINT INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ALLEY #15; THENCE, WITH SAID RIGHT-OF-WAY LINE, SOUTH 27 DEGREES 09 MINUTES 38 SECONDS EAST, 151.38 FEET TO AN IRON PIN; THENCE, LEAVING SAID RIGHT-OF-WAY LINE WITH THE NORTHERLY LINE OF PROPERTY CONVEYED TO 174 THIRD AVENUE NORTH, INC., BY DEED OF RECORD IN BOOK 8215, PAGE 805, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SOUTH 62 DEGREES 47 MINUTES 08 SECONDS WEST, 107.12 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF THIRD AVENUE NORTH; THENCE, WITH SAID RIGHT-OF-WAY LINE , NORTH 27 DEGREES 08 MINUTES 40 SECONDS WEST, 150.22 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CPC REALTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY QUITCLAIM DEED FROM ALLRIGHT CORPORATION, A DELAWARE LIMITED LIABILITY COMPANY OF RECORD IN INSTRUMENT NO. 20070725-0088412, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

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. Party Wall Agreement granted to Cumberland Telephone and Telegraph of record in Book 467, page 533, in the Register's Office for Davidson County, Tennessee.

3. Agreement and easements as granted to Southern Telephone and Telegraph Company of record in Book 1463, page 347 and in Book 1480, page 610, both in the Register's Office for Davidson County, Tennessee.

4. Terms, conditions and easements regarding the construction of overhead passageways as contained in Bill No. 54-424 and in Bill No. 61-165 by the Mayor and City Council of Nashville, Tennessee as shown on the Survey dated January 18, 2007, last revised May 17, 2007, prepared by Christopher S. Denham for Bock & Clark's National Surveyors Network, Job. No. 20061822-19.

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

6. Terms, conditions and restrictions as contained in Ordinance No. BL2002-1003, of the Metropolitan Council of the Metropolitan Government of Nashville and Davidson County as it pertains to the Capitol Mall Redevelopment Project Plan of record in Instrument# 20020626-00767795, in the Register's Office for Davidson County, Tennessee.

7. Terms and conditions of restrictions as retained in Ordinance No. 97-755, An Ordinance Approving Amendment No. 4 to the Capitol Mall Redevelopment 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.

8. 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# 2005124-0008719, in the Register's Office for Davidson County, Tennessee.

9. Rights of public access in and to Alley# 15 bounding said property.

10. Any fact, rights, interests or claims that may exist or arise by reason of the following matters disclosed by a survey prepared by Christopher S. Denham, RLS No. 2000, Denham Land Surveyors LLC, dated January 18, 2007, last revised May 17, 2007, Network Project No: 20061822-19:

- building from adjacent property to the southeast (owned by Callisto Properties, Inc.) encroaches the land's boundary