Address New Owner:	Send Tax Bills to:	Map-Parcel Number
Union Street Plaza Garage, LLC 116 Lineberry Blvd., Suite 200 Mt. Juliet, TN 37122	Same	Map 93-2-3 Parcel 163 Map 93-02-3 Parcel 154
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (EHB) 1600 Division Street, Suite 700, P.O. Box 340025, Nashville, TN 37203		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 217 3rd Avenue Plus 3, LLC, a Tennessee limited liability company (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to Union Street Plaza Garage, LLC, a Tennessee limited liability company (the "Grantee"), Grantee's representatives, successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property").

This is improved property located at 215 and 217 Third Avenue North, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to Grantee, its heirs and assigns, forever.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real Estate Taxes and assessments for the year 2008 and subsequent years, which are not yet due and payable.

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $6,600,000.00.

Emily H. Boehme
Affiant

Subscribed and sworn to before me, this the 18th day of April, 2008.

Barbara Kimmins
Notary Public
My Commission Expires: 8/23/2011

BARBARA KIMMINS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Davidson County DEEDWARR
Recvd: 04/21/08 11:16 5 pgs
Fees:28.00 Taxes:24420.00

20080421-0040253

1817599 v2
107024-004 04/16/08

TRACT 1 (215 THIRD AVENUE, NORTH)

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 Capitol 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.

8. Rights of tenants as tenants only under written lease agreements, with no option to purchase.

9. 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 October 11, 2007, Network Project No: 20061822-121:

   - The base of the "Allright Parking" sign is located within the boundary of the subject property; however, the sign, which is elevated in the air approximately 20 feet in height, protrudes (overhangs) into the right-of-way of Third Avenue North by approximately 4 feet.

TRACT 2 (217 THIRD AVENUE, NORTH)

10. Restrictive Covenant 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.

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

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

13. Rights and benefits of the owner of Tax Parcel 151, referred to as an encroachment of record in Book 9263, page 989, in the Register's Office of Davidson County, Tennessee.

14. Rights of tenants as tenants only under written lease agreements, with no option to purchase.

15. 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.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good right to convey the Property; and that the Property is unencumbered except as set forth herein.

Grantor further covenants to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons claiming by, through or under Grantor, and not further or otherwise.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the 16th day of April, 2008.

217 3RD AVENUE PLUS 3, LLC, a Tennessee limited liability company

By: Edith Carell Johnson
Edith Carell Johnson, President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Barbara Kimmins, Notary Public, Edith Carell Johnson, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the President of 217 3rd Avenue Plus 3, LLC, the within named bargainor, a Tennessee limited liability company, and is authorized to execute this instrument on behalf of 217 3rd Avenue Plus 3, LLC.

WITNESS my hand, at office, this 16TH day of April, 2008.

Barbara Kimmins
Notary Public
My Commission Expires: 8/23/2010

BARBARA KIMMINS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

EXHIBIT "A"

TRACT 1:

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 217 3RD AVENUE PLUS 3, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY DEED FROM CPC REALTY, LLC, A DELAWARE CORPORATION OF RECORD IN INSTRUMENT NO. 200804100036167, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Tax Map 93-2-3 Parcel 163

TRACT 2:

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 217 3RD AVENUE PLUS 3, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY DEED FROM CPC REALTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 200804100036155, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

Tax Map 93-02-3 Parcel 154