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FROM: THE NASHVILLE CITY CENTER PHASE II LIMITED PARTNERSHIP

TO: PARMENTER NCC II, LLC

Address New Owner as follows:	Send Tax Bills to:	Tax-Parcel No.
511 Union St., Suite 1850	Same	~~09306102500~~ 093061/3200
Nashville, TN 37219		Map
Attn: Property Manager		Parcel

THIS INSTRUMENT PREPARED BY: Waller Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, Tennessee 37219-1760

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $2,560,000.00.

Affiant

Subscribed and sworn to before me, this the 29th day of July, 2008

STACY ADJEI
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/13/2011

Stacy Adjei
Notary Public

My Comm. Expires: 8/13/2011

Davidson County DEEDWARR
Recvd: 07/31/08 14:33 4 pgs
Fees:23.00 Taxes:9472.00

20080731-0078621

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, THE NASHVILLE CITY CENTER PHASE II LIMITED PARTNERSHIP, a Tennessee limited partnership, hereinafter called "GRANTOR", have bargained and sold, and by these presents does transfer and convey unto PARMENTER NCC II, LLC, a Delaware limited liability company, hereinafter called "GRANTEE", its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Being Lot Two of First Revision of NASHVILLE CITY CENTER as shown on the Plan of Record in Book 6900 page 96, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

Being a portion of the same property conveyed to Quality Growth Associates, a general partnership, by Deed from The City Centre Partnership, a Tennessee general partnership, of record in Book 6254, Page 682, Register's Office for Davidson County, Tennessee. Quality Growth Associates, a Tennessee general partnership, was reconstituted as The Nashville

City Center Phase II Partnership, a Tennessee limited partnership as evidenced by Certificate and Agreement of Limited Partnership of The Nashville City Center Phase II Partnership, of record in Book 6863, Page 1, Register's Office for Davidson County, Tennessee, as corrected by Instrument of Correction to The Certificate and Agreement of Limited Partnership of The Nashville City Center Phase II Partnership, of record in Book 6936, Page 52, Register's Office for Davidson County, Tennessee. Aforesaid Lot 2 was conveyed to The Nashville City Center Phase II Partnership by Deed recorded in Book 6863 Page 39 as corrected by Deed Book 7055 Page 833, Registers Office for Davidson Co., TN. See also Amended and Restated Certificate of Limited Partnership of The Nashville City Center Phase II Limited Partnership of record in Book 7966, Page 713, and First Amendment thereto of record in Book 8567, Page 473, both in the Register's Office aforesaid.

Together with Easements appurtenant thereto as set forth in Easement Agreement by and between The Nashville City Center Partnership, a Tennessee limited partnership, and The Nashville City Center Phase II Partnership, a Tennessee limited partnership, recorded in Book 7055, Page 930, as amended by First Amendment to Easement Agreement in Book 7732, Page 551, as recorded in Register's Office for Davidson Co., TN.

Said property is transferred subject to the limitations, restrictions, and encumbrances set forth below.

1. All matters as shown on the plan of record as First Revision of Nashville City Center in Book 6900, Page 96, Register's Office for Davidson County, TN.

2. Terms and conditions of an Easement Agreement by and between The Nashville City Center Partnership, a Tennessee limited partnership and The Nashville City Center Partnership Phase II, a Tennessee limited partnership, recorded in Book 7055, Page 930; as amended by First Amendment to Easement Agreement in Book 7732, Page 551, as recorded in Register's Office for Davidson Co., TN.

3. The rights of tenants in possession under unrecorded leases as shown on Grantor's certified rent roll delivered to Grantee at Closing, as tenants only, without rights of first refusal, rights of first offer or options to purchase the Property.

4. The following matters as shown on that certain ALTA/ACSM Land Title Survey of Nashville City Center, certified to Parmenter Realty Fund III, Inc., Parmenter Nashville City Center, LLC, Parmenter NCC II, LLC, The Nashville City Center Limited Partnership, The Nashville City Center Phase II Limited Partnership, New York Life Insurance Company, Fidelity National Title Insurance Company, Boult, Cummings, Conners, Berry PLC and Akerman Senterfitt, prepared by Ragan Smith Associates, Inc., bearing the seal of Christopher Mabery, RLS Tenn. No. 2483, dated June 3, 2008.

    1. power lines crossing subject premises;
    2. decorative brick surface extends beyond property line;

3. newspaper & magazine stand of unknown ownership located outside property line;
4. vent gates extend beyond property line.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR further covenants and binds itself, its successors and assigns to warrant specially and forever defend the title to said real estate to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under GRANTOR (other than claims arising out of the matters set forth above), 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.

[signature on following page]

WITNESS its hand this 29th day of July, 2008.

THE NASHVILLE CITY CENTER PHASE II LIMITED PARTNERSHIP,
a Tennessee limited partnership

By: BB GenPar, Inc.,
a Texas corporation,
General Partner

By: _____
Name: John H. Fant
Title: Vice President

STATE OF TEXAS)
COUNTY OF TARRANT)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John H. Fant, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President of BB GenPar, Inc., the general partner of the within named bargainor, The Nashville City Center Phase II Limited Partnership, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Vice President of BB GenPar, Inc., general partner of The Nashville City Center Phase II Limited Partnership.

Witness my hand and seal, at office in Fort Worth, TX, this the 29th day of July, 2008.

Stacy Adjei
NOTARY PUBLIC

My Commission Expires: 8/13/2011

STACY ADJEI
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/13/20