BILL GARRETT, Davidson County
Trans:T20090084128 DEEDWARR
Recvd: 12/14/09 14:15 4 pgs
Fees:23.00 Taxes:832.50
20091214-0113840

THIS INSTRUMENT PREPARED BY:
Hugh W. Entrekin
TUNE, ENTREKIN & WHITE, P.C.
Suite 1700, Regions Center
315 Deaderick Street
Nashville, Tennessee 37238
(615) 244-2770

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer is $225,000.00

AFFIANT

Subscribed and sworn to before me, this 10 day of December, 2009.

NOTARY PUBLIC

My Commission Expires: 5-16-13

YVONNE NORMAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY TENN

Address New Owners as Follows: **Send Tax Bills To:** **Map-Parcel Number:**

Blackstone Brewing Company, LLC
1918 West End Ave
Nashville, TN 37203

Same

Map 92-11
Parcel 386

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged,

CLIFTON PARTNERS, LLC, a Tennessee limited liability company ("Grantor") does hereby bargain, sell, transfer and convey unto **Blackstone Brewing Company, LLC**, a Tennessee limited liability company ("Grantee") its successors and assigns, all its right, title and interest in and to property located in Davidson County, Tennessee and more particularly described as follows:

See Exhibit A attached hereto
Being the same property conveyed to Clifton Partners, LLC, by deed from Porcelain Winding-Up Corporation of record in Book 11280, page 132, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to matters shown on Exhibit B attached hereto.

TO HAVE AND TO HOLD said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said **Blackstone Brewing Company, LLC**, its successors and assigns, forever.

AND **CLIFTON PARTNERS, LLC**, does covenant with the said **Blackstone Brewing**

Company, LLC, that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it and that the same is unencumbered, except for matters listed herein to which this conveyance is subject.

AND **CLIFTON PARTNERS, LLC** does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to said land to the said **Blackstone Brewing Company, LLC**, its successors and assigns against the lawful claims of all persons claiming whomsoever.

IN WITNESS WHEREOF, this Warranty Deed has been executed this 10th day of December, 2009.

CLIFTON PARTNERS, LLC

BY: _____

Hugh W. Entrekin, Secretary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Hugh W. Entrekin, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Secretary of **Clifton Partners, LLC**, the bargainor, a limited liability company, and that he as such Secretary, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the company as such Secretary.

WITNESS my hand and official seal at Nashville, Tennessee, on this 10 day of December, 2009.

_____

NOTARY PUBLIC

My Commission Expires: 5-6-13

YVONNE NORMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Land in Davidson County, Tennessee, described as follows:

Being Lots 16, 17, 18, and part of Lots 13, 14, and 15 of the Joseph W. Bell Plan as of record in Plat Book 21, Page 13, register's Office for Davidson County, Tennessee, and part of Lot 7 of the Boyd McNairy Plan, as of record in Book 16, Page 614, Register's Office for Davidson County, Tennessee, and part of Lot 23 of Dr. Boyd McNairy's Resubdivision Plan , as of record on Plat Book 21, Page 93, Register's Office for Davidson County, Tennessee, described together with portions of vacated alley/street lines as shown on the aforementioned plans as follows:

Beginning at an iron pin in the northerly margin of Clifton Avenue, said point being the southeast corner of J.R.M. Company and the southwest corner of Gray & Dudley Company;

Thence, N 7 deg. 05' E, 406.5 feet with said J.R.M. Company's east line and along a chain-link fence line to an existing iron pin. Said iron pin being 25 feet southeast of the centerline of the Hamilton Street track owned by the Illinois Central Gulf Railroad;

Thence, Northeasterly, parallel with and 25 feet from the centerline of said Hamilton Street track and generally along the southeasterly side of a chain-link fence as follows;

N 60 deg. 27'E, 202.3 feet to an iron pin;

Northeasterly, 69.33 feet with a curve to the left having a radius of 1,171.28 feet to an iron pin;

Thence, Southerly on a new line severing the lands of Gray & Dudley as follows:

S 1 deg. 01'W. 188.8 feet to a railroad spike;
S 9 deg. 25' E, 77.8 feet to a railroad spike;
S 8 deg. 49'W, 204.8 feet to a railroad spike;

S 46 deg. 15'W. 130.8 feet to an iron pin in the northerly margin of Clifton Avenue;

Thence, N 83 deg. 31' W, 170.0 feet with said margin of Clifton Avenue to the point of beginning. Containing 2.68 acres, more or less.

Together with reciprocal non-exclusive easement for ingress and egress as established and provided for in Warranty Deed of record in Book 5651, Page 692, Register's Office for Davidson County, Tennessee.

EXHIBIT B
List of Existing Title Exceptions to the Property

(a) Taxes: 2009 property taxes, a lien currently due and payable in the amount of $2,410.27, and taxes for 2010 and later years, a lien but not yet due and payable. 2008 taxes in the amount of $2737.09 are paid.
If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which the improvements are completed as defined by statute. The company assumes no liability for taxes assessed by correction pursuant to the provisions of T.C.A. Sec. 67-5-603, et seq.

(b) Matters shown on the Plan of record in Book 21, Page 13; Book 21, Page 93, and Book 16, Page 614 said Register's Office.

(c) Title to that portion of the premises embraced within the bounds of any streets, roads, or highways.

(d) No insurance is afforded as to the acreage or square footage contained in the insured property.

(e) Easements, for utilities and incidental purposes, retained in Ordinance No. 79-1252 of the Metropolitan Government of Nashville & Davidson County, closing Pearl Street (alley).

(f) Sewer Easement granted to City of Nashville, recorded in Book 2451, Page 386, in the Register's Office for Davidson County, Tennessee.

(g) Easement, for ingress and egress and incidental purposes, reserved by Gray and Dudley Company in the deed recorded in Book 5651, Page 692, in the Register's Office for Davidson County, Tennessee.

(h) Rights of railroads, if any, which exist on and/or adjoining the subject property.

(i) Storm drainage easement of record in Instrument # 20070305-0026279, said Register's Office.

(j) Sewer easement of record of record in Instrument # 20070125-0010374, said Register's Office.

(k) Stormwater detention agreement of record in Instrument # 20070213-0018142, said Register's Office.

(l) All matters shown on boundary survey of the subject property by Ernest Medlin of Dale & Associates. Tenn. RLS # 283, last revised September 22, 2009.