Prepared by:
Paul C. Webb, Esq.
Quilling Selander Cummiskey & Lownds, PC
2001 Bryan Street, Suite 1800
Dallas, Texas 75201
File No. 3389.0146

NEW OWNER/SEND TAX BILL:

Premier Real Property Holdings, LLC
P.O. Box 399
Columbia, Kentucky 42728

After recording return to:
R. Kirkland Moser
Assistant Vice President
Tennessee State Counsel
Old Republic National Title Insurance Company
201 Fourth Avenue North, Suite 150
Nashville, Tennessee 37219

BILL GARRETT, Davidson County
Trans:T20100038995 DEEDWARRSP
Recvd: 06/25/10 15:57 6 pgs
Fees:33.00 Taxes:16650.00
20100625-0049993

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF DAVIDSON §

Wells Fargo Bank, N.A., as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-C3 (**"Grantor"**), whose mailing address is c/o CWCapital Asset Management LLC, 701 Thirteenth Street, NW, Suite 1000, Washington, D.C. 20005, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Therefore, Grantor has **GRANTED, SOLD** and **CONVEYED**, and by these presents does **GRANT, SELL** and **CONVEY**, unto Premier Real Property Holdings, LLC, a Tennessee limited partnership, ("**Grantee**"), whose mailing address is P.O. Box 399, Columbia, Kentucky 42728, the following described property, BEING the same property described in and conveyed to the Grantor herein by Substitute Trustee's Deed recorded on January 17, 2007, as Instrument No. 20070117-0007024, in the Registrar's Office for Davidson County, Tennessee:

(i) That certain real property in Davidson County, Tennessee, which is described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Land**"); Tax Parcels #102-4-127.00 and #102-4-212.00

(ii) All buildings, structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "**Improvements**"); and

(iii) All appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to all development and utility rights and permits benefiting the Land and all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land, and all strips or pieces of land abutting, bounding, or adjacent to the Land (all of the foregoing being referred to herein collectively as the "**Appurtenances**").

The Land, Improvements and Appurtenances are collectively referred to herein as the "**Property**".

TO HAVE AND TO HOLD the property with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to, the proper use, benefit and behoove of Grantee, subject only to those matters set forth in **Exhibit B** attached hereto and by this reference incorporated herein, forever in **FEE SIMPLE**.

AND Grantor will only warranty and forever defend the right and title to the Property unto Grantee against the claims of those persons claiming by, through or under Grantor only, but no others.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. GRANTEE EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS", "WHERE IS", AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY; AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR, OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS; AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

[SIGNATURE PAGE FOLLOWS]

EXECUTED AND DELIVERED the 25 day of June, 2010.

GRANTOR:

Wells Fargo Bank, N.A., as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-C3

By: CWCapital Asset Management LLC, a Massachusetts limited liability company, solely in its capacity as Special Servicer to the Trust

By: _____
Michael Greenblatt, Senior Vice President

DISTRICT OF COLUMBIA §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Michael Greenblatt, Senior Vice President of CWCapital Asset Management LLC, the special servicer to Wells Fargo Bank, N.A., as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-C3, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that same was executed for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of June, 2010.



_____
Notary Public, District of Columbia
My commission expires:

AMANDA LUKOFF
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires June 14, 2015

TRANSFER TAX AFFIDAVIT

DISTRICT OF COLUMBIA § **KNOW ALL PERSONS BY THESE PRESENTS:**

I hereby swear or affirm that, to the best of my knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **Four Million Five Hundred Thousand and NO/100 Dollars ($4,500,000.00)**, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

GRANTOR:

Wells Fargo Bank, N.A., as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-C3

By: CWCapital Asset Management LLC, a Massachusetts limited liability company, solely in its capacity as Special Servicer to the Trust

By: _____
Michael Greenblatt, Senior Vice President

DISTRICT OF COLUMBIA §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Michael Greenblatt, Senior Vice President of CWCapital Asset Management LLC, the special servicer to Wells Fargo Bank, N.A., as Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2004-C3, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that same was executed for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

AMANDA LUKOFF NOTARY PUBLIC DISTRICT OF COLUMBIA

_____
Notary Public, District of Columbia
My commission expires: _____

AMANDA LUKI
NOTARY PUBLIC DISTRICT
My Commission Expires June 14, 2015

EXHIBIT A

LEGAL DESCRIPTION

TRACT I

Land in Davidson County, Tennessee, being Lot No. 1, on the Plan of Mount Hickory Subdivision, as shown on plat of record in Plat Book 4175, page 47, in the Register's Office of Davidson County, Tennessee, being more particularly described as follows:

Beginning at the most northerly corner of Lot No. 1 and lying on the southeasterly right-of-way of Premier Drive at the common corner of Lot No. 738, on the Plan of Charlotte Park, Section 12, Plat Book 2900, page 127, Register's Office for Davidson County, Tennessee; thence leaving said right-of-way and running South 49° 31' 16" East 318.59 feet; thence South 50° 36' 05" East 257.06 feet; thence South 26° 57' 17" East 242.30 feet; thence South 33° 45' 06" East 95.17 feet; thence South 54° 38' 59" West 90.00 feet; thence South 51° 12' 57" East 42.86 feet; thence South 48° 13' 36" West 735.28 feet to the most southerly corner of the herein described tract; thence North 50° 01' 08" West 598.77 feet; thence North 44° 10' 28" East 458.10 feet; thence North 47° 56' 30" West 416.56 feet to the southeasterly right-of-way of Premier Drive; thence with said right-of-way North 44° 15' 14" East 86.19 feet to a curve to the right with a delta of 40° 54' 26", a radius of 269.94 feet and an arch length of 192.73 feet to the point of a reverse curve to the left with a delta of 41° 43' 06", a radius of 313.78 feet and an arch length of 228.47 feet to the point of beginning.

TRACT II

Land in Davidson County, Tennessee, being Reserve Parcel, on the Plan of Mount Hickory Subdivision, as shown on plat of record in Plat Book 4175, page 47, in the Register's Office of Davidson County, Tennessee, being more particularly described as follows:

Beginning at the most southerly corner of the reserved parcel and lying on the northwesterly right-of-way of Premier Drive and the southeasterly right-of-way of Interstate
I-40; thence leaving the aforesaid right-of-way of Premier Drive and running with the southeasterly right-of-way of said Interstate I-40 North 44° 10' 33" East 379.31 feet to the most northerly corner of the herein described tract; thence leaving Interstate I-40 and running South 48° 30' 27" East 142.73 feet to the northwesterly right-of-way of Premier Drive; thence running in a southwesterly direction with a curve to the right with a delta of 41° 42' 32", a radius of 263.79 feet and an arch length of 192.03 feet to the point of a reverse curve to the left; thence with said curve with a delta of 40° 54' 26", a radius of 319.94 feet and an arch length of 228.43 feet to the point of beginning.

Being the same property conveyed to WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF GMAC COMMERCIAL MORTGAGE SECURITIES, INC., by deed from MARC T. MCNAMEE, SUBSTITUTE TRUSTEE, of record as Instrument No. 20070117-0007024, dated January 16, 2007, said Register's Office.

EXHIBIT B

PERMITTED EXCEPTIONS

Old Republic National Title Insurance Company: Commitment GF No. 101531:

1. Matters shown on the Plan of record in Plat Book 4175, page 47, said Register's Office.

2. Restrictive Covenants contained in instrument of record in Book 4380, page 794, said Register's Office.

3. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 8709, page 648, said Register's Office.

4. Lack of direct access to Interstate I-40 of record in Book 3069, page 613, said Register's Office.

5. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the leases of record in Book 10349, page 223 and Book 11374, page 471, said Register's Office.