BILL GARRETT, Davidson County
Trans:T20100040516 DEEDWARRSP
Recvd: 07/01/10 15:32 6 pgs
Fees:33.00 Taxes:407.00
20100701-0051809

This instrument prepared by:
Brent S. Gilfedder, Esq.
King & Spalding LLP
1180 Peachtree Street, N.E.
Atlanta, Georgia 30309-3521

After recording, return to:
Chicago Title Insurance Company
6840 Carothers Parkway
Suite 200
Franklin, Tennessee 37067

ADDRESS NEW OWNER:
Premier Parking of Tennessee, LLC
c/o Ryan Chapman
421 Church Street
Nashville, Tennessee 37219

SEND TAX BILL TO:
Same

MAP-PARCEL:
Map 93-6-1-J
Parcel No. 2.00CO

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 30th day of June, 2010, by and between **VIRIDIAN DEVELOPMENT COMPANY, LLC**, a Tennessee limited liability company (hereinafter referred to as "**Grantor**"), and **PREMIER PARKING OF TENNESSEE, LLC**, a Tennessee limited liability company (hereinafter referred to as "**Grantee**") (the words "Grantor" and "Grantee" to include their respective heirs, successors, legal representatives and assigns where the context requires or permits);

W I T N E S S E T H, That:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee that real estate more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**"), subject to and without warranty as to those certain matters set forth and described on Exhibit B attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Permitted Title Exceptions**").

TO HAVE AND TO HOLD the Property, subject to the Permitted Title Exceptions, together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining unto Grantee, its heirs or successors and assigns, in fee simple forever.

AND GRANTOR does hereby covenant with Grantee, its heirs, successors, legal representatives and assigns, that it will specially warrant and forever defend title to and quiet possession of the Property against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise, subject, however, to the Permitted Title Exceptions.

[signature on following page]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by and through its duly authorized officer the day and year first above written.

GRANTOR:

VIRIDIAN DEVELOPMENT COMPANY, LLC, a Tennessee limited liability company

By: J R Borders
Name: James R Borders
Title: Chief Manager

STATE OF Georgia)
COUNTY OF Fulton)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared James R Borders, with whom I am personally acquainted and who, upon oath, acknowledged him/herself to be the Chief Manager of VIRIDIAN DEVELOPMENT COMPANY, LLC, a Tennessee limited liability company, and that he is authorized by Viridian Development Company, LLC to execute this instrument on behalf of Viridian Development Company, LLC.

WITNESS my hand and Official Seal as of this 29th day of June, 2010.

Lori Conti
NOTARY PUBLIC

My Commission expires:
Feb. 16, 2014

LORI CONTI NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 16, 2014

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $ 110,000.00 .

Affiant

Subscribed and sworn to before me this 24th day of June, 2010.

Notary Public

My Commission Expires:
5-20-2014

LINDA J. BOGGESS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 20, 2014

Exhibit A

Legal Description of Land

Real property in Davidson County, Tennessee, being Unit CU-2, together with the appurtenant interest in the common elements of Viridian, a Condominium, a horizontal property regime established by Master Deed of record as Instrument No. 20061004-0122833, Register's Office for Davidson County, Tennessee, as amended by that certain Addendum to Master Deed of record as Instrument No. 20061004-0122834, and Instrument No. 20070711-0082578, and Attorney's Certificate of record in Instrument No. 20061004-0122836, in the Register's Office for Davidson County, Tennessee, and as further amended by Second Amendment to Master Deed of record as Instrument No. 20100616-0046702, said Register's Office, and subject to the provisions and requirements thereof, and the By-Laws for the administration thereof, and all easements, rights, and interest in favor of other unit owners, and all sewer, water, electrical, telephone, and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereof, said Unit being depicted on the Condominium Plat attached as Exhibit "C" to said Master Deed together with a percentage interest in the common elements and voting percentage as set forth in Exhibit "B" to said Master Deed.

Being part of the same property conveyed to Viridian Development Company, LLC, a Tennessee limited liability company, by Special Warranty Deed dated December 30, 2003, from Ridgefield Properties, a Tennessee general partnership, of record as Instrument No. 20031231-0184874, Register's Office for Davidson County, Tennessee.

Exhibit B

Permitted Exceptions

1. Taxes for the year 2010, a lien not yet due and payable.

2. Capital Mall Redevelopment Project Plan, as set out in the ordinances of the Metropolitan Council as referenced in Book 10512, Page 464 and Instrument No, 20020626-0076795, Register's Office for Davidson County, Tennessee,

3. Subject to all matters shown on the Plan of Viridian, A Condominium, attached as Exhibit "C" of record as Instrument No, 20061004-0122833, aforesaid records.

4. This tract is a condominium apartment established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq., of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof and is subject to the By-Laws for the administration thereof; also subject to the easements, rights and interest in favor of other unit owners, and ail sewer, water, electrical, telephone, and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereon; and also including without limitations, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Viridian, a Condominium of record in Instrument No. 20061004-0122833, amended in Instrument No. 20061004-0122834 and Instrument No. 20070711-0082578 and Attorney's Certificate of record in Instrument No, 20061004-0122836, aforesaid records.

5. By-Laws of record as Exhibit "G" of the Master Deed of record in Instrument No. 20061004-0122833, aforesaid records.

6. Charter for Viridian Homeowners Association of record in Instrument No. 20061004-0122835, aforesaid records.

7. Terms, conditions, easements, rights and liens as set forth in the Covenants, Conditions and Restrictions of the Capitol Mall Redevelopment Project of record in Book 7423, Page 374, as revised in Book 9208, Page 613, aforesaid records.

8. Stormwater Quality Agreement of record in Instrument No. 20040916-0111454, aforesaid records.

9. Reciprocal Easement Agreement between Viridian Development Company, LLC and Downtown Presbyterian Church of Nashville of record in Instrument No. 20041103-0132451, aforesaid records.

10. Conveyance of Metropolitan Nashville Alley No. 66, according to the Official Street and Alley Acceptance and Maintenance Map for the Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. BL2003-63, by Viridian Development Company, LLC, a Tennessee limited liability company to 401 Church

Street, L.L.C., a Delaware limited liability company, in Quitclaim Deed of record in Instrument No. 20060928-0120210, aforesaid records.

11. Easement Agreement on a certain parcel of real property, formerly known as Metropolitan Nashville Alley No. 66 and abandoned pursuant to Metropolitan Ordinance No. BL2005-570, by and between 401 Church Street, L.L.C., a Delaware limited liability company and Viridian Development Company, LLC, a Tennessee limited liability company of record in Instrument No. 20060928-0120211, aforesaid records.

12. Agreement and Release by and between 401 Church Street, LLC and Viridian Development Company, LLC of record in Instrument No. 20060928-0120212, aforesaid records.

13. Subject to rights of others in and to the common areas and/or elements.