BILL GARRETT, Davidson County
Trans:T20100040516 DEEDWARRSP
Recvd: 07/01/10 15:33 5 pgs
Fees:28.00 Taxes:2146.00
20100701-0051810

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
Parcel No. 86

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 30th day of June, 2010, by and between **COHEN 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:

COHEN 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 COHEN DEVELOPMENT COMPANY, LLC, a Tennessee limited liability company, and that he is authorized by Cohen Development Company, LLC to execute this instrument on behalf of Cohen 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 $ 580,000.00 .

Affiant

Subscribed and sworn to before me this 29th 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

A parcel of land in Nashville, Davidson County, Tennessee, being more particularly described as follows:

Beginning at a point in the southerly margin of Church Street, said point being 102.98 feet easterly from the easterly margin of Fifth Avenue North; thence, from said point of beginning, with the southerly margin of Church Street, North 59 degrees, 30 minutes, 52 seconds East 28.05 feet to a point; thence, leaving said margin, South 29 degrees, 56 minutes, 41 seconds, 140.13 feet to a point; thence, South 60 degrees, 03 minutes, 01 seconds, West 28.37 feet to a building corner; thence, North 29 degrees, 48 minutes, 35 seconds West 139.87 feet to the point of beginning, containing 3,950 square feet, or 0.09 acres more or less.

Being the same property conveyed to Cohen Development Company, LLC, by deed of record in Instrument No. 20050621-0070760, Register's Office for Davidson County, Tennessee.

Less and except the following air rights:

Air Rights Reservation

Grantor reserves from the conveyance described in this Deed, and retains in fee simple, all rights to the air space above fifty (50) feet from the base elevation of the property herein conveyed as of the date of this Deed (the "Air Space"). By this reservation, Grantor reserves all rights in the Air Space that are appurtenant to the ownership of real property, including but not limited to, the right to convey or transfer the fee simple estate or a lesser estate in the Air Space, the right to use or develop the Air Space, and the right to exclude others from using the Air Space. Grantee is prohibited from making use of the Air Space in any manner, including but not limited to, (i) constructing any structures, or placing any antennas, lightening rods, spires, or communication equipment within the Air Space, (ii) obstructing the flow of light or air to, from or over adjoining properties, and (iii) obstructing the transmission of television, radio, cellular telephone, satellite, or any other communications or frequencies to or from adjoining or other properties.

Exhibit B

Permitted Exceptions

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

2. Terms and conditions of Agreement of record in Book 2902, page 328, Register's Office for Davidson County, Tennessee;

3. Air rights reservation as set forth in Instrument No. 20000815-0080915, said Register's Office;

4. Restrictive Covenants for the Capitol Mall Redevelopment Project Plan of record in Book 9208, page 613, Book 10512, page 464, Instrument No. 20020626-0076795 and Instrument No. 20050124-0008719, said Register's Office;

5. Subject to all matters shown on survey by Brad Tyson Thomas, RLS NO. 2431 of Barge Waggoner Sumner & Cannon, Inc., No. 3164903, dated June 10, 2005, last revised May 24, 2010.