# SPECIAL WARRANTY DEED

FROM: FIFTH THIRD BANK, an Ohio banking corporation, successor by merger with Fifth Third Bank, N.A., a national association, Grantor

This instrument was prepared by:
Warren H. Wild, Jr.
Stites & Harbison, PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

TO: FIRST STEPS, INC., a Tennessee non-profit corporation, Grantee

Address New Owner:

FIRST STEPS, INC.
1900 Graybar Lane
Nashville, TN 37215

Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes:

SAME

Map-Parcel Number:

117-11-0-110.00

BILL GARRETT, Davidson County
Trans:T20100043012 DEEDWARRSP
Recvd: 07/14/10 08:36 3 pgs
Fees:18.00 Taxes:8232.50
20100714-0055054

STATE OF TENNESSEE )
COUNTY OF Davidson )

The actual consideration or value, whichever is greater, for this transfer is Two Million Two Hundred Twenty Five Thousand and No/100 Dollars ($2,225,000.00).

Heather Heggins, EXECUTIVE DIRECTOR FIRST STEPS, INC
Affiant

SUBSCRIBED AND SWORN TO before me, this the 13th day of July, 2010.

Brandy Gomez
Notary Public

BRANDY K. GOMEZ STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: _____

My Commission Expires NOV 4, 2013

FOR AND IN CONSIDERATION OF the sum of Two Million Two Hundred Twenty Five Thousand and No/100 Dollars ($2,225,000.00), the receipt and sufficiency of which are hereby acknowledged, FIFTH THIRD BANK, an Ohio banking corporation, successor by

merger with Fifth Third Bank, N.A., a national association ("Grantor"), has bargained and sold, and by these presents transfers and conveys unto FIRST STEPS, INC., a Tennessee non-profit corporation ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described as follows (the "Property"):

> Land in Davidson County, Tennessee, being Lot 2 on the Final Plat, Fifth Third Bank Property, recorded as Instrument No. 20100111-0002557, in the Register's Office of Davidson County, Tennessee.
>
> Being part of the property conveyed to Grantor by deed recorded as Instrument No. 20090810-0075237 in said Register's Office.
>
> Together with all of Grantor's rights, title and interest, if any, in easements and appurtenances benefitting the Land and created by or referenced in any Permitted Exceptions.

The Property is improved property known as 1900 Graybar Lane, Nashville, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth as follows (the "Permitted Exceptions"):

1. The lien for 2010 state and county taxes which have been prorated and will be paid by Grantee.

2. Final Plat, Fifth Third Bank Property (the "Plat"), recorded as Instrument No. 20100111-0002557, in the Register's Office of Davidson County, Tennessee (the "Register's Office").

3. Declaration of Restrictions, Easements and Maintenance Obligations recorded as Instrument No. 20091119-0106702 in the Register's Office.

4. Easement for Storm Water Detention Agreement recorded in Book 11599, page 320, in said Register's Office.

5. Easement for Storm Water Detention Agreement recorded as Instrument No. 20091204-0111053, both in the Register's Office. (this Storm Water Detention Agreement and the Storm Water Detention Agreement described in the immediately preceding number 4 being together called the "Stormwater Detention Agreements").

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee its, successors and assigns forever.

Grantor covenants and binds Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the

Permitted Exceptions), but not further or otherwise. This conveyance is expressly made subject to the Permitted Exceptions.

In accepting this deed, Grantee (i) accepts, assumes, agrees to be bound by and agrees to perform all obligations set forth in the documents evidencing the Permitted Exceptions, and (ii) agrees to hold Grantor harmless from all obligations and liability under the documents comprising the Permitted Exceptions that may arise as the result of Grantee's failure to comply with the obligations in clause (i) of this paragraph.

Witness my hand this 13 day of July, 2010.

GRANTOR:

FIFTH THIRD BANK, an Ohio banking corporation, successor by merger with Fifth Third Bank, N.A., a national association

By: _____

Its: Vice President

STATE OF ~~OHIO~~ NORTH CAROLINA )
)
COUNTY OF Mecklenburg )

Before me, Jacqueline C. McIver, a Notary Public of said County and State, personally appeared Charles Krawitz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Charles Krawitz (or other officer authorized to execute the instrument) of Fifth Third Bank, the within named bargainor, an Ohio banking corporation, successor by merger with Fifth Third Bank, N.A., a national association, and that he as such Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at Office in Charlotte, North Carolina, this 8th day of July, 2010.

JACQUELINE C. MCIVER NOTARY PUBLIC MECKLENBURG COUNTY NC

Jacqueline C. McIver
Notary Public

My Commission Expires: 06-29-15

16616N:081813:858325:2:NASHVILLE